

**2021**

**GENERAL PRINCIPLES OF CONTRACT – I**

**Fourth Paper**

**Full Marks : 80**

*The figures in the margin indicate full marks.*

*Candidates are required to give their answers in their own words  
as far as practicable.*

Answer **any five** questions.

1. (a) Define Contract.  
(b) 'All Contracts are agreements, but all agreements are not Contracts'.— In the lights of the above statement discuss the essential elements of a Contract. 6+10
2. (a) Define Consideration. What do you mean by Past, Present and Future Consideration?  
(b) 'No consideration no Contract'.— What are the exceptions to the rule? 8+8
3. (a) Briefly discuss the principles on which the court award damages injured party on the breach of the Contract.  
(b) What do you mean by 'Quantum Meruit'? 8+8
4. (a) Who are competent to contract under the Indian Contract Act?  
(b) Discuss the position of an agreement made by a 'Minor' under the Contract Act, 1872. 6+10
5. (a) Define 'Free Consent'. What consideration or object of an agreement is lawful and what is not?  
(b) Distinguish between void and voidable Contract. 10+6
6. (a) Point out the distinctions between a contingent contract and a wagering agreement.  
(b) What do you understand by Novation? 6+10
7. Discuss the law relating to 'Privity of Contract'. 16
8. Write short notes on (**any two**) : 8×2
  - (a) Doctrine of Frustration
  - (b) Contingent Contract
  - (c) Mistake of Law
  - (d) Anticipatory Breach of Contract
  - (e) Fraud.

**Please Turn Over**

- 9.** (a) What is injunction?  
(b) Distinguish between Temporary and Perpetual Injunction.  
(c) When can an injunction be refused by the Court? 4+6+6
- 10.** (a) What is specific performance of Contract?  
(b) Who may obtain specific performance of a Contract?  
(c) When may court order specific performance of a Contract and must it refuse to do so? 4+6+6
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