

**GOA UNIVERSITY
G.R. KARE COLLEGE OF LAW
LLB DEGREE SEM- I
CONTRACT – I**

April 2015
Oct 2014
April 2014,
Oct 2013,
APRIL 2013,
OCT 2012,
APRIL 2012,
OCT 2011,
APRIL 2011,
Oct 2010,
April 2010,
Oct 2009,
April 2009,
OCT 2008,
APRIL 2008,
April 2007,
Oct 2007,
OCT 2006,
April 2006,
OCT 2005,
April 2005,
Oct 2004,
APRIL 2004,
April 2004(Old Course),
Oct 2003,
2003 (Old Course)
April 2003
APRIL 2003(OLD)
OCT 2002 (OLD),
OCT 2002,
APRIL 2002(OLD),
2001(OLD)
APRIL 2000(OLD)

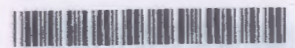
LL.B. Degree (Semester – I) Examination, April 2015
CONTRACT – I

Duration : 3 Hours

Max. Marks : 100

Instructions : Answer **any ten** questions. **All** questions carry **equal** marks.
(10×10=100)

1. Define acceptance and discuss essentials of valid acceptance.
2. State various heads of public policy. What is the effect when the object of an agreement is against the public policy ?
3. What is undue influence ? When agreements become voidable on ground of undue influence ?
4. Explain the position of minor in India with reference to beneficial contracts.
5. Explain the rules as regards to performance of contract.
6. Explain the term 'Standard Form Contracts' and analyse the various protective devices evolved by court.
7. Explain elaborately essentials of valid Government Contract.
8. Explain in brief :
 - a) Mandatory injunction
 - b) Declaratory decree.
9. Explain in brief :
 - a) Novation
 - b) Cancellation of Instrument.
10. Explain :
 - a) Contingent Contract
 - b) Agreements in restraint of trade.



11. Write short notes on **any two (2)** :
- a) Wagering agreements
 - b) Supply of necessities
 - c) Misrepresentation
 - d) Accord and satisfaction
 - e) Contract and kinds of damages for breach in contracts.
12. Define term “Frustration of Contract” and briefly explain the various grounds of frustration of contract.
13. Explain :
- a) Payment by an interested person
 - b) Liability to pay for non-gratuitous Act.
14. Write short notes on **any two (2)** :
- a) Possession in specific relief Act
 - b) Immoral agreement
 - c) Multinational Agreements
 - d) Reciprocal Promises.

LL.B. Degree (Semester – I) Examination, October 2014

CONTRACT – I

Duration : 3 Hours

Max. Marks : 100

Instructions : Answer **any ten** questions. **All** questions carry **equal** marks.

(10×10=100)

1. "Stranger to contract cannot enforce the contract". Explain this statement with exceptions to it.
2. Define term "Frustration of contract" and briefly explain the various grounds of frustration of contract.
3. Define term 'minor'. What are the various effects of minor's agreement?
4. Write notes on :
 - a) General and Special damages
 - b) Possessory remedies under specific relief law.
5. Explain and discuss : Mistake of fact and Mistake of law. Briefly analyse the circumstances under which contract is vitiated for such mistake.
6. Briefly discuss :
 - a) Agreement in restraint of legal proceedings
 - b) Void contracts and voidable agreements.
7. Write short notes on **(any two)** :
 - a) Reciprocal promises
 - b) Necessaries and benefits in minor's agreement
 - c) Anticipatory breach of contract.
8. Explain :
 - a) Misrepresentation
 - b) Discharge of contract by an agreement.



9. Write short notes on **any two** :

- a) Agreements in restraint of legal proceedings
- b) Illegal agreements
- c) Standard form contract.

10. What is injunction ? Under what circumstances injunction can be refused by court ?

11. Write short notes on **(any two)** :

- a) Supply of necessities
- b) Voidable agreements
- c) Reciprocal promises.

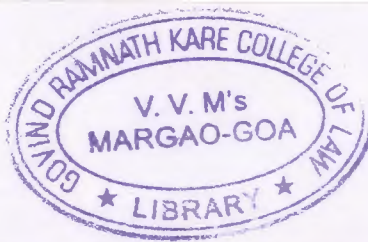
12. Write short notes on **any two** :

- a) Quasi contracts
- b) Novation
- c) Invitation to offer.

13. "Tender of performance is equivalent to performance of contract". Explain this statement with relevant case laws.

14. Write short notes on **any two** :

- a) Damages for mental pain and suffering
- b) Uncertain agreements
- c) Contingent contracts.



LDA – 1401

LL.B. (Degree) (Semester – I) Examination, April 2014
CONTRACT – I

Duration : 3 Hours

Max. Marks : 100

Instructions : Answer any ten questions. All questions carry equal marks.

1. Define acceptance and discuss essentials of valid acceptance. (10×10=100)
2. Define contract and explain essentials of a valid contract under Indian Contract Act.
3. Discuss fully the provisions of Indian Contract Act relating to Minor.
4. State various heads of public policy. What is the effect when the object of an agreement is against the public policy ?
5. What is undue influence ? When agreements become voidable on ground of Undue influence ?
6. An agreement in restraint of trade is void – Discuss and state the exceptions to this rule.
7. Explain the concept of frustration. When agreements become void due to impossibility to perform ?
8. An agreement without consideration is void. Explain and state the exceptions.
9. Explain briefly :
 - a) Agreements in restraint of marriage
 - b) Invitation to offer
10. When contract has been broken the injured party is entitled to such damages which naturally arose in the usual course of things from such breach but such compensation not to be given for any remote or indirect loss or damage sustained by reason of the breach – Explain.
11. What are the Constitutional requirements for contracts with Government ?
12. Explain the rules regarding rescission of contracts under Specific Relief Act.
13. What is injunction ? Enumerate various kinds of injunctions.
14. Explain briefly :
 - a) Reciprocal Promises
 - b) Declaratory Decree.



LL.B. (Degree) (Semester – I) Examination, October 2013
CONTRACT – I

Duration : 3 Hours

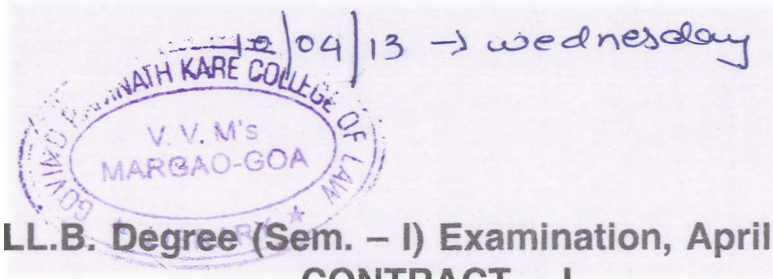
Total Marks : 100

Instructions : 1) *Answer any ten questions.*

(10×10=100)

2) *All questions carry equal marks.*

1. Discuss briefly various rules regarding validity of standard form of contracts.
 2. What is consideration ? Explain essentials of a valid consideration.
 3. An agreement with a minor is void – Explain and state the exceptions if any.
 4. Define offer. When offer lapses ?
 5. What is Mistake ? Explain the effect of mistake on the validity of contract.
 6. Explain in brief :
 - a) Wagering Agreement
 - b) General Offer.
 7. What is contingent contract ? Explain the rules of its enforceability.
 8. State the remedies available to an aggrieved person in case of breach of contract.
 9. Explain the circumstances in which a party cannot ask for specific performance of the contract.
 10. What are the constitutional requirements for a valid government contracts ? Examine the effects of failure to fulfill those requirements.
 11. Explain the law relating to Declaratory Decree under Specific Relief Act.
 12. Explain various circumstances in which quasi contractual relations may arise.
 13. What is Anticipatory breach and explain its effect on discharge of contract ?
 14. Write briefly on :
 - a) Restraint of Legal Proceeding
 - b) Novation.
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TNY – 86

**LL.B. Degree (Sem. – I) Examination, April 2013
CONTRACT – I**

Duration : 3 Hours

Total Marks : 100

Instructions : 1) Answer **any 10** questions from Q. No. 1 to 14.
2) **All** questions carry **equal** marks.

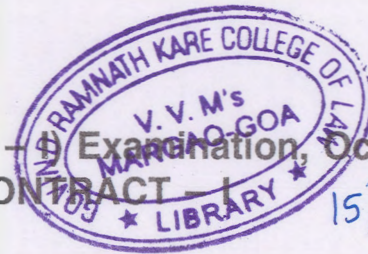
1. Define the term contract. Explain the rules of valid offer with relevant case laws. **10**
2. Define and explain the term consideration and discuss various exceptions to the doctrine of consideration. **10**
3. Explain the position of minor in India with reference to beneficial contracts. **10**
4. Explain the term coercion and how does coercion differs from undue influence. **10**
5. Agreement tainted with immorality cannot be enforced. Elaborate. **10**
6. Agreement in restraint of trade is void. Explain this statement with reference to statutory exceptions. **10**
7. Explain the rules as regards to performance of contract. **10**
8. Explain in brief. **10**
 - 1) Uncertain agreements.
 - 2) Damages for mental pain and suffering.
9. Explain the term 'standard form contracts' and analyse the various protective devices evolved by court. **10**
10. Define the term 'Quasi-contractual-obligations' and explain the rules as regards to "Payment made by an interested person". **10**
11. Explain elaborately essentials of valid Government contract. **10**
12. Explain the rules as regards to recovery of possession of property with reference to Specific Relief Act. **10**
13. Explain in brief : **10**
 - 1) Mandatory injunction.
 - 2) Declaratory decree.
14. Explain in brief :
 - 1) Novation.
 - 2) Cancellation of instrument.



TNY – 86

LL.B. Degree (Sem. - IV) Examination, October 2012

CONTRACT - I



Duration : 3 Hours

Total Marks : 100

Instructions : 1) Answer only 10 questions from Q. No. 1 to 14.
2) All questions carry equal marks.

1. Explain the concept of 'General Offer' with relevant case laws. 10
2. What is meant by 'privity of contract'. Explain the various exceptions to this rule. 10
3. Define Fraud. Explain the essential elements that constitute fraud with relevant case laws. 10
4. Explain with relevant case laws, various circumstances, under which mistake as to subject matter may take place. 10
5. Explain the term 'Public Policy' and state and explain briefly "Heads of Agreement" opposed to public policy with suitable illustrations. 10
6. "Agreement in restraint of trade, whether partial or general is void." Explain this statement with reference to Judicially created restrictions. 10
7. Define term "Frustration of contract" and briefly explain the various grounds of frustration of contract. 10
8. What are the various circumstances by which contract is discharged by agreement. 10
9. Define contingent contract. Explain the rules as regards to contingent contract. 10
10. Explain the term 'Quasi-Contractual Obligation' and elaborate the rules as regard to 'liability to pay for nongratiuous acts'. 10
11. Explain in brief concept of 'Government contract' and procedure to be followed in case of enforcement of contract against Government. 10
12. What type of contract can and cannot be specifically enforced with reference to Specific Relief Act. 10
13. Define term injunction and distinguish between temporary and permanent injunction. 10
14. Explain in brief void, voidable and illegal agreements. 10

11 | 4 | 12



TNY – 11

**LL.B. (Degree) (Semester – I) Examination, April 2012
CONTRACT – I**

Duration: 3 Hours

Total Marks: 100

Instructions: 1) Answer **any 5** questions from Q. No. 1 to 8.
2) Question No. 9 is **compulsory**.

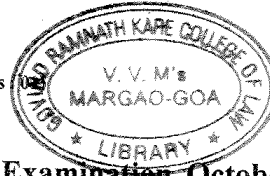
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|---|----|
| 1. Define term acceptance. What are the essentials of valid acceptance, with relevant case laws ? | 15 |
| 2. Define and explain term “consideration” and discuss various exceptions to the doctrine of consideration. | 15 |
| 3. Explain the position of minor under Indian Contract Act, with special reference to beneficial contract. | 15 |
| 4. Define the term ‘coercion’. How does it differs from ‘undue influence’ ? | 15 |
| 5. Explain : | 15 |
| a) Agreement in restraint of legal proceedings. | |
| b) Contracts which cannot be enforced specifically. | |
| 6. Explain the term ‘Breach of contract’. What are the remedies for breach of contract ? | 15 |
| 7. Define mandatory injunction. Under what circumstances injunction can be refused ? | 15 |
| 8. Explain : | 15 |
| 1) Contingent contract | |
| 2) Standard form contract. | |
| 9. Write short notes on any five (5) : | 25 |
| a) Wagering agreements | |
| b) Supply of necessaries | |
| c) General offer | |
| d) Illegal agreements | |
| e) Misrepresentation | |
| f) Novation | |
| g) Government contract. | |

17/10/11
(Monday)

B - 443

[Total No. of Questions : 9]

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TNY - 86

LL.B. (Degree) (Semester - I) Examination, October - 2011
CONTRACT - I

Duration : 3 Hours

Total Marks : 100

*Instructions : 1) Answer any 5 questions from Q.No. 1 to 8.
2) Question No. 9 is compulsory.*

- Q1)** Define term Offer. Explain rules of valid offer with relevant case laws. [15]
- Q2)** Explain the term "Privity of Contract" and briefly explain various exceptions to this doctrine. [15]
- Q3)** Define the term 'Minor'. What are the various effects of minor's agreement, with relevant case laws. [15]
- Q4)** Explain :- [15]
a) Misrepresentation.
b) Mistake as to subject matter.
- Q5)** Discuss how far "an agreements in restraint of trade" are enforceable in India. [15]
- Q6)** Define term "Frustration of Contract" and briefly explain the various grounds of frustration of contract. [15]
- Q7)** Define term Injunction and distinguish between temporary and permanent injunction. [15]
- Q8)** Explain :- [15]
a) Payment by an interested person.
b) Liability to pay for non - gratuitous act.
- Q9)** Write short notes on any Five [25]
a) Novation.
b) Contingent Contract.
c) Standard Form Contract.
d) Immoral Agreement.
e) Government Contract.
f) Multinational Agreements.
g) Reciprocal Promises.



05/04/2011

G - 186

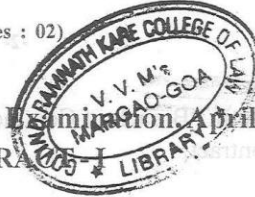
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TNY - 86

[Total No. of Questions : 9]

LL.B. (Degree) (Semester - I) Examination, April/May 2011

CONTRACTS



Duration : 3 Hours

Total Marks : 100

Instructions : 1) Answer any 5 questions from Q.No. 1 to 8.

2) Question No. 9 is compulsory.

Q1) Define term offer. What are the essentials of valid offer and under what circumstances offer lapse? [15]

Q2) Explain the doctrine of "privity of contract" and briefly explain various exceptions to this doctrine. [15]

Q3) What are the essentials of valid Government contract? [15]

Q4) Explain the position of minor in India with reference to "beneficial contract". [15]

Q5) Explain: [15]

- Misrepresentation.
- Mandatory injunction.

Q6) Define wager. Explain the essentials and effects of wagering agreements. [15]

Q7) "Intention of parties must be to enter into contractual relations". Explain this statement with relevant caselaws. [15]

P.T.O.

G - 186

-2-

TNY - 86

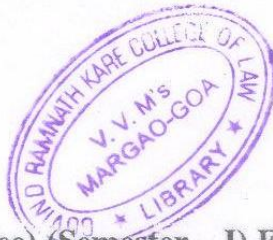
Q8) Explain the term "Breach of Contract" and explain in brief consequence of breach of contract. [15]

Q9) Write short notes (Any Five):

[5 x 5 = 25]

- a) Standard form contract.
- b) Supply of necessaries.
- c) Multinational agreements.
- d) Reciprocal promises.
- e) Novation.
- f) Contingent contract.
- g) Contracts which cannot be specifically enforced.
- h) Voidable contract.





15/10/2010

TNY - 86

**LL.B. (Degree) (Semester - I) Examination, October 2010
CONTRACT - I**

Duration : 3 Hours

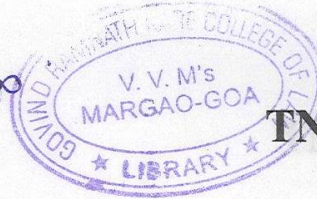
Total Marks : 100

*Instructions : 1) Answer any 5 questions from Q. No. 1 to 8.
2) Question No. 9 is compulsory.*

1. Define acceptance. State the rules of valid acceptance with relevant case laws. 15
2. Define and explain the term 'consideration' and discuss various exceptions to the doctrine of consideration. 15
3. Define term injunction and explain difference between temporary and permanent injunction. 15
4. Define the term 'minor'. What are the various effects of minor's agreement? 15
5. What is free consent? How does coercion differs from undue influence? 15
6. State and explain briefly "Heads of agreement" opposed to public policy with suitable illustrations. 15
7. Explain : 15
 - a) Contingent contract
 - b) Recovery of property under Specific Relief Act.
8. Define term "Frustration of contract" and briefly explain the various grounds of frustration of contract. 15
9. Write short notes (any five) : 25
 - a) Damages for mental pain and suffering
 - b) Agreement in restraint of marriage
 - c) Mistake
 - d) Novation
 - e) Immoral agreements
 - f) Beneficial contract
 - g) Kinds of offer
 - h) Agreement in restraint of legal proceeding.



3/4/10



TNY - 86

**LL.B (Degree) (Semester - I) Examination, April 2010
CONTRACT - I**

Duration : 3 Hours

Total. Marks : 100

*Instructions : 1) Answer any 5 questions from Q. No. 1 to 8.
2) Question No. 9 is compulsory.*

- | | |
|---|---------------|
| 1. What is meant by offer ? What are the essentials of a valid offer ? | 15 |
| 2. Explain the law relating to standard form contracts. | 15 |
| 3. "An agreement without consideration is void" state the exceptions to this law. | 15 |
| 4. Explain the effect of coercion on agreements. | 15 |
| 5. Explain the law relating to agreements opposed to public policy. | 15 |
| 6. What are the remedies for breach of contract ? | 15 |
| 7. What is a contingent contract ? Enumerate the rules governing their enforcement. | 15 |
| 8. Which contracts can be specifically enforced ? | 15 |
| 9. Write short notes (any 5) : | 5×5=25 |
| 1) Misrepresentation | |
| 2) Anticipatory breach of contract | |
| 3) Wagering Agreements | |
| 4) Acceptance by post | |
| 5) Promissory estoppel | |
| 6) Quasi contracts. | |
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TNY – 86

LL.B. (Degree) (Semester – I) Examination, October 2009
CONTRACT – I

Duration: 3 Hours

Total Marks: 100

*Instructions: 1) Answer any 5 questions from Q. No. 1 to 8.
 2) Question No. 9 is compulsory.*

- | | |
|--|-----------------|
| 1. What is meant by offer ? What are the various kinds of offers ? | 15 |
| 2. What are the legal requisites of consideration ? | 15 |
| 3. Explain the law governing agreements with minors. | 15 |
| 4. Explain the effect of fraud on agreements. | 15 |
| 5. What are the conditions for a valid tender of performance of contract ? | 15 |
| 6. Explain the law relating to quasi contracts. | 15 |
| 7. What are the essentials of government contracts ? | 15 |
| 8. Explain the recovery of property under the Specific Relief Act. | 15 |
| 9. Write short notes (any 5) : | (5×5=25) |
| 1) Wagering Agreements | |
| 2) Contingent contracts | |
| 3) Anticipatory breach of contract | |
| 4) Novation | |
| 5) Special damages | |
| 6) Quantum meruit. | |
-



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Done
TNY - 86

TNY - 86

LL.B. (Degree) (Semester - I) Examination, 2008

CONTRACT - I

LL.B. (Degree) (Semester - I) Examination, April 2009

Duration : 3 Hours

CONTRACT - I

Total Marks : 100

Duration : 3 Hours

Total Marks : 100

Instructions : 1) Answer any six out of nine questions.

2) Question No. ten is compulsory

Instructions : 1) Answer any 5 questions from Q. No. 1 to 8.

2) Question No. 9 is compulsory. 15

1. Explain the concept of "Stranger to contract cannot enforce the contract." Explain this statement. (5×15=75) 15
1. Define 'Contract'. Explain in brief the essentials of valid contract. 15
2. "An agreement arises when one of the parties makes a proposal and the other party accepts the same". Explain this statement. 15
3. What is meant by 'Privity of Contract' ? What are its exceptions to this rule ? 15
4. Define the term "Minor". What are the various effects of minor's agreement ? 15
5. When the consent is "Free" under Indian Contract Act ? 15
6. What are the essentials of Government Contract ? 15
7. Explain the various way of discharge of Contract. 15
8. Write short notes on "Multinational Agreement". 15
9. Write short note (any five) : person. (5×5=25) 15
 - A) Rescission of Contracts
 - B) Contingent Contracts 15
 - C) Quantum Meruit and damages.
 - D) Injunction injunction.
 - E) Declaratory Decrees 10
 - F) Rectification of Instrument.



TNY - 86

LL.B. (Degree) (Seme. - I) Examination, October 2008
CONTRACT - I

Duration : 3 hours

Total Marks : 100

*Instructions : 1) Answer any 5 questions from Q.No. 1 to 8.
 2) Question No. 9 is compulsory.*

- (5×15=75)
1. Define 'Contract'. What are the requisites of a valid proposal ? 15
 2. "An agreement without consideration is void" - Briefly comment. 15
 3. When and how can the acceptance of a proposal be revoked ? 15
 4. Discuss fully the law concerning the enforceability of a minor's agreement. 15
 5. Define consent. When can consent said to be free consent ? 15
 6. What are the essentials of Government Contract ? 15
 7. What is a contingent contract ? Explain with illustrations as to when a contingent contract can be enforced. 15
 8. What are the essentials of Government Contracts ? 15
 9. Write short notes (any five); (5×5=25)
 - A) Multinational Agreement
 - B) Kinds of Injunction
 - C) Quantum Meruit
 - D) Privity of Contract
 - E) General Offer
 - F) Minor's Contract
-



TNY - 86

LL.B. (Degree) (Semester - I) Examination, 2008
CONTRACT - I

Duration : 3 Hours

Total Marks : 100

Instructions : 1) Answer any six out of nine questions.
2) Question No. ten is compulsory.

1. Explain the concept of "General Offer" with relevant caselaws. 15
2. "Stranger to contract cannot enforce the contract." Explain this statement with exceptions to it. 15
3. Define term "Frustration of contract" and briefly explain the various grounds of frustration of contract. 15
4. Under what circumstances principles of Quasi-contracts may be made applicable in case contract with Government ? 15
5. Explain the rules as regards to recovery of possession of property with reference to Specific Relief Act, 1963. 15
6. Define term 'minor'. What are the various effects of minor's agreement ? 15
7. Explain term 'coercion' and how does coercion differs from undue influence ? 15
8. Explain : 15
 - a) Payment by an interested person.
 - b) Liability to pay for Non-gratuitous Act.
9. Write notes on : 15
 - a) General and special damages.
 - b) Mandatory injunction.
10. Write short notes on any two : 10
 - a) Anticipatory breach of contract.
 - b) An agreement in restraint of marriage.
 - c) Immoral agreements.

TNY - 86

LL.B. Degree (Semester - I) Examination, 2007 (April)
CONTRACT - I

Duration : 3 Hours

Total Marks : 100

*Instructions: i) Answer any six out of nine questions.
 ii) Question no. ten is compulsory.*

1. Explain the term consideration with nature and features of concept of consideration under law of contract. 15
2. Explain and discuss : Mistake of fact and Mistake of law. Briefly analyse the circumstances under which contract is vitiated for such mistake. 15
3. Define wager. Explain the essentials and effects of wagering agreements. 15
4. Briefly discuss law and nature of doctrine of frustration and "frustrated contracts". 15
5. Explain the basis and rule of doctrine of novation, and doctrine of accord and satisfaction and material alteration. 15
6. Explain the term government contract and explain the contractual liability of government under such contracts. 15
7. Briefly discuss the difference between temporary and permanent injunctions. State the circumstances under which injunction is granted. 15
8. Briefly discuss : 15
 - 1) Agreement in restraint of legal proceedings.
 - 2) Void contracts and voidable agreements.
9. Explain and discuss the rectification of instruments or defences available to a suit of specific performance. 15
10. Write short notes on any two : 10
 - 1) Reciprocal promises.
 - 2) Necessaries and benefits in minor's agreement.
 - 3) Anticipatory breach of contract.

TNY - 86

LL.B. (Degree) (Sem. - I) Examination, October 2007
CONTRACT - I

Duration : 3 Hours

Total Marks : 100

*Instructions : 1) Answer any six out of nine questions.
 2) Question No. ten is compulsory.*

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|---|----|
| 1. Define offer. State the rules of valid offer and enumerate the circumstances under which offer lapse. | 15 |
| 2. Define and explain the term "consideration" and discuss various exceptions to the doctrine of consideration. | 15 |
| 3. "Damages are compensatory and not penal". Explain this statement in the light of breach of contract. | 15 |
| 4. What are the conditions required for a valid Government contract ? | 15 |
| 5. Define injunction. Briefly explain the various types of injunctions. | 15 |
| 6. Explain the position of minor in India with reference to beneficial contracts. | 15 |
| 7. Discuss how far agreements in restraint of trade are enforceable in India. | 15 |
| 8. What are the various circumstances mistake as to subject-matter may take place ? | 15 |
| 9. Explain : | 15 |
| a) Misrepresentation | |
| b) Discharge of contract by an agreement. | |
| 10. Write short notes on any two : | 10 |
| a) Agreements in restraint of legal proceedings | |
| b) Illegal Agreements | |
| c) Standard form contract. | |

ASM – 101

LL.B. Degree (Semester – I) Examination, 2006
CONTRACT – I (New)

Duration : 3 Hours

Total Marks : 100

Instructions : 1) Answer any six out of nine questions.
2) Question No. 10 (Ten) is compulsory.

1. Define Acceptance. State the rules of valid acceptance with relevant case laws. **15**
 2. Explain the doctrine of "Privity of contract" and enumerate and briefly explain various exceptions to this doctrine. **15**
 3. Explain the position of minor under Indian Contract Act with reference to beneficial contracts. **15**
 4. Define fraud. Under what circumstances silence can amount to be fraud ? **15**
 5. Explain the term "Breach of contract" and explain in brief consequences of breach of contract. **15**
 6. Explain : **15**
 - a) Agreement in restraint of marriage.
 - b) Agreement in restraint of legal proceedings.
 7. What is Injunction ? Under what circumstances Injunction can be refused by court ? **15**
 8. Define term "Government contract and how it differs from ordinary contract. **15**
 9. State and explain briefly "Heads of agreement" opposed to public policy with suitable illustrations. **15**
 10. Write short notes on any two : **10**
 - a) Supply of necessities.
 - b) Voidable agreements.
 - c) Reciprocal promises.
-

MAH – 86

LL.B. Degree (Semester – I) Examination, Oct. 2006
CONTRACT – I

Duration : 3 Hours

Max. Marks: 100

Instructions: 1) Answer any six out of nine questions.
2) Question No. 10 (Ten) is compulsory.

1. "An agreement enforceable by law is a contract" Discuss and the agreements which are expressly declared void under the Indian Contract Act. 15
 2. 'Every person is competent to contract who is of the age of majority according to the law to which he is subject' Discuss with reference to Minor's agreement. 15
 3. Write an explanatory note on the effect of mistake upon contract. 15
 4. "Agreements in restraint of trade are void" examine this statement mentioning the exceptions, if any. 15
 5. Explain the various remedies available for breach of a contract. 15
 6. Define consideration. Discuss the effect of inadequatic consideration. 15
 7. Define consent when consent is said to be free consent ? 15
 8. Comment on Government contracts. 15
 9. What do you mean by specific performance ? When specific performance may be granted ? 15
 10. Write short notes on any two: (5×2=10)
 - a) Quasi contracts
 - b) Novation
 - c) Invitation to offer.
-

LL. B. (Degree) Sem. I Examination October 2005
CONTRACT - I

Time : 3 Hrs.

Max. Marks : 100

Instructions : 1) Answer any SIX out of NINE Questions
 2) Question No. TEN (10) is compulsory

- Q.1 Define offer. State the rules of valid offer with relevant case laws. (15)
- Q.2 Explain the term consideration and what are the salient features of valid consideration. (15)
- Q.3 Define minor . What are the various effects of minor's Agreement . (15)
- Q.4 What are the various circumstances under which mistake as to subject matter may take place. (15)
- Q.5 "Tender of performance is equivalent to performance of contract." Explain this statement with relevant case laws. (15)
- Q.6 Define term "Wager". Explain the essentials and effects of wagering Agreements. (15)
- Q.7 Define term Injunction and explain difference between Temporary and Permanent Injunction. (15)
- Q.8 Explain the term Government contract and explain contractual liability of Government under Government contracts. (15)
- Q.9 "Intention of parties must be to enter into Legal Relation." Explain this statement with relevant caselaws. (15)
- Q.10 Write short notes on any TWO : (10)
 a) Damages for mental Pain and Suffering
 b) Uncertain agreements
 c) Contingent contract.

II TERM

LL.B. (DEGREE) Sem.I Examination April, 2005
CONTRACT - I

Time : 3 Hrs.

Max.Marks : 100

INSTRUCTIONS :

1. Answer any six out of nine questions.
2. Question No. 10 is compulsory.

- Q.1. Define consideration and explain salient features of valid consideration with relevant case laws. (15)
- Q.2. Discuss the contractual capacity of minor in India with reference to beneficial contracts. (15)
- Q.3. What is free consent ? How does coercion differs from undue influence .(15)
- Q.4. Explain :- (15)
- (a) Agreement in restraint of marriage.
 - (b) Agreement in restraint of legal proceedings.
- Q.5. Define injunction . Explain in brief temporary and permanent injunctions.(15)
- Q.6. Explain the contractual liability of Government, under the Government contracts. (15)
- Q.7. "Contract which is impossible to perform need not be performed". Explain this statement with relevant case laws. (15)
- Q.8. "Every agreement cannot result into contract unless intention of parties is to enter into contractual relations". Explain this statement with relevant case laws. (15)
- Q.9. Explain :- (15)
- (a) Standard form contract
 - (b) Discharge of contract by agreement.
- Q.10. Write short notes on any two. (10)
- (a) Special Damages
 - (b) Reciprocal promises
 - (c) General offer



ASM – 101

LL.B. (Degree) (Sem. I) Examination, October 2004
CONTRACT – I (New)

Duration: 3 Hours

Total Marks: 100

*Instructions: 1) Answer any six out of nine questions.
 2) Question No. 10 is compulsory.*

1. Define Offer. What are the rules of valid Offer and under what circumstances Offer lapse ? 15
 2. "Stranger to contract cannot enforce the contract". Explain this statement and briefly explain the relevant exceptions to it. 15
 3. 'Consent to contract caused under mistake is void'. Explain this statement and enumerate the various circumstances where mistake as regard to subject matter may take place. 15
 4. 'Agreement in restraint of trade is void'. Under what circumstances restrictions can be imposed ? 15
 5. What types of contracts which can and cannot be specifically enforced, with reference to Specific Relief Act, 1963? 15
 6. Under what circumstances principles of quasi-contracts may be made applicable in case of contracts with Government ? 15
 7. Explain the rules as regards to performance of contract. 15
 8. Explain the rules under Indian Contract Act, as regard to "Contingent Contract". 15
 9. Explain: 15
 - a) Rules of valid acceptance.
 - b) Void, voidable and illegal agreements.
 10. Write short notes on **any two**: 10
 - a) Damages for mental pain and suffering.
 - b) Immoral contracts.
 - c) Uncertain agreements.
-

LL.B. (DEGREE) SEM.I. EXAMINATION APRIL, 2004
CONTRACT – I (NEW)

Time : 3 Hrs.

Max.Marks: 100

INSTRUCTIONS:

1. *Answer any six out of nine questions.*
2. *Question no. 10 is compulsory.*

- Q.1. Define and explain fully term 'consideration' and state clearly the difference between the Indian and English law on this subject. (15)
- Q.2. Explain the position of minor under Indian contract Act, with reference to beneficial contracts. (15)
- Q.3. Define fraud. Under what circumstances silence can amount to be fraud ? (15)
- Q.4. Define and distinguish between void, voidable and illegal agreements. (15)
- Q.5. "An agreement in restraint of trade is void". Explain this statement with illustrations. (15)
- Q.6. "Tender of performance is equivalent to performance of contract". Explain this statement with illustrations. (15)
- Q.7. "Intention of Parties must be to enter into "Contractual Relations". Explain this statement with relevant case laws. (15)
- Q.8. Explain the rules as regards to Recovery of Possession of property with reference to Specific Relief Act – 1963. (15)
- Q.9. Explain the contractual liability a Government, under Government contracts. (15)
- Q.10. Write short notes on any TWO. (10)
 1. Novation
 2. Quasi-Contracts
 3. Restraint on legal proceedings.

F.Y. LL.B. (Degree) Semester – I Exam. April 2004
CONTRACT – I [old Course]

Time : 3 Hrs.

Marks: 75

- Instructions: 1) Answer any FOUR Questions from Q.no. 1 to 6
 2) Question No.7 is compulsory

SECTION – I

- Q.1 Define Contract. Explain various essentials of a valid Contract . 4 x 8 = 32
- Q.2 “ An agreement without consideration is void” Explain and State exceptions to the rule if any
- Q.3 Under What circumstances a Contract is said to be induced by undue influence?
- Q.4 “ An agreement in restraint of trade is void” Examine this statement stating exceptions if any
- Q.5 Discuss briefly the rules relating to Lapse of offer .
- Q.6 Explain various grounds on which an agreement becomes illegal.
- Q.7 Answer any TWO of the following 2x3 =6
- a) A invites B to see a picture with him B accepts the offer . A purchases ticket for B and waits for him at the Cinema hall. B does not turn up . Can A file a case against B for breach of contract.
- b) ‘A’ a minor facing a criminal prosecution for dacoity . A borrows Rs. 10,000/- from B to defend himself. Can B recover the said amount from A ?
- c) A and B agree to a Contract of sale of a horse. Both of them do not know that the horse is already dead. Are the parties bound by their agreement?

SECTION – II

- Instructions : 1) Answer any FOUR Questions from Q. 8 to 13 .
 2) Q .no. 14 is compulsory.

- Q.8 What is valid tender of performance ? Explain its essentials. 4 x 8 = 32
- Q.9 Explain the rules of damages as laid down in the case of Hadley V. Baxendale.
- Q.10 Examine various provisions of Indian Contract Act relating to Quasi Contracts. .
- Q.11 State the nature and extent of Surety's liability. In what circumstances the surety is discharged from his liability?
- Q.12 Define bailment and state its characteristics features.
- Q.13 Briefly explain various modes by which an agency may created.
- Q.14 Answer any TWO of the following. 2 x 2 ½ = 5
- a) Agency coupled with interest
 b) Right of lien
 c) Liquidated damages
 d) Indemnity

SRN – 149

LL.B. (3yrs) Sem. – I, Examination October 2003

CONTRACT – I (New)

Time: 3 hrs.

Max. Marks:100

Instruction : 1) Answer any six out of nine questions.
2) Question No. 10 is Compulsory.

- Q.1 Define “ Doctrine of consideration” and discuss the various exceptions to the doctrine of consideration . (15)
- Q.2 Discuss the contractual capacity of minors in India with the help of leading case laws. (15)
- Q.3 Consent to contract caused under mistake is void. Enumerate the various circumstances were mistake as regard to subject matter may take place. (15)
- Q.4 How far Public Policy is considered important under The Indian Contract Act . (15)
- Q.5 What is wagering agreement ? What are the essentials of wagering agreement? (15)
- Q.6 Define breach of contract and what are the circumstances, under which one can claim general and special damages. (15)
- Q.7 Explain : (15)
1) Supply of necessities
2) Liability to pay for non- gratuitous act.
- Q.8 What type of contracts which can and cannot be specifically enforce with reference to Specific Relief Act 1963. (15)
- Q.9 What are the conditions required for a valid Government contracts. (15)
- Q.10 Write short notes on any TWO (10)
a) Otter
b) Discharge of contract by agreement
c) Damages for mental pain and suffering .

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F.Y. LL.B. (3yrs) Sem.- I, Examination October 2003
CONTRACT - I (old)

Time: 3hrs

Max.Marks:75

Instruction : 1) Answer any Four From Q.No. 1 to 6
 2) Q.No.7 is Compulsory

SECTION-I

4 x 8 = 32

- Q.1 Define the term offer . Discuss various essentials of valid offer.
- Q.2 What is Consideration? Discuss various Rules regarding validity of Consideration .
- Q.3 . Examine legal effects of minor's Contract.
- Q.4. State the circumstances under which a Contract can be affected on the ground of mistake of fact.
- Q.5. " An agreement by wager is void" Explain.
- Q.6. When a Contract said to be discharged by breach.
- Q.7. Answer any two of the following with reasons 2x3 = 6
- (a) A Shopkeeper places a shirt in a shop window marked at a Rs. 300/- price. Is it a valid offer ?
- (b) A owes B Rs. 500/- but the debt is barred by limitation. A gives a written promise to B agreeing to pay the debt. Is it a valid agreement.
- (c) ' A ' agreed to marry ' B ' wife of ' C ' if she obtain a divorce from "C" . Is it a valid agreement.

SECTION - II

Instructions: (1) Answer any FOUR from Q. No. 8 to 13
 (2) Q. No. 14 is compulsory.

- Q.8. Explain various rules regarding assessment of damages for breach of Contract.
- Q.9. Elucidate various kinds of Quasi Contractual relations recognized by the Contract Act.
- Q.10. Define and distinguish between Contract of Indemnity and guarantee.
- Q.11. Discuss the rights and duties of bailee.
- Q.12. What is meant by agency by ratification. State the conditions that must be fulfilled before the doctrine apply to an act of the agent.
- Q.13. Discuss briefly the modes in which the agency can be terminated.
- Q.14. Answer any Two of the following 2 x 2 ½ = 5
- | | |
|--------------------------|----------------|
| (a) Right of Subrogation | (b) Pledge |
| (c) Novation | (d) Sub agent. |

Three Years LL.B, April Exam.2003
Sem.I

LAW OF CONTRACT

Time: 3hrs.

Max. Marks:100

- N.B. 1) Answer any six out of nine questions
2) Question No. 10 is compulsory

- Q.1 State briefly the various heads of agreements opposed to public policy with suitable illustrations. (15)
- Q.2 Define and distinguish between Void, Voidable and illegal contracts. (15)
- Q.3 "An Agreement in restraints of trade is Void" Explain and state the exceptions to the rule if any. (15)
- Q.4 When a contract is discharged by frustration . Discuss the Law of frustrated contract briefly. (15)
- Q.5 Consent to contract caused under mistake is Void. Enumerate the various circumstances where mistake as to subject matter may take place. (15)
- Q.6 Explain and discuss Ratification of agency and essentials of creation of agency. (15)
- OR
- Q.6 Explain the effect of non- fulfillment of contract under Article 299 of Indian constitution relating to government contracts. (15)
- Q.7 Critically analyse the duties of bailee incase of contract of bailment . (15)
- OR
- Q.7 What type of contract cannot be specifically enforced ? (15)
- Q.8 Explain the term consideration and what are the various exceptions to it ? Discuss. (15)
- Q.9 Discuss the contractual capacity of minors in India with the help of leading cases. (15)
- Q.10 Write short notes on any Two (10)
- i) General Offer
 - ii) Undue influence
 - iii) Quasi - contracts

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Fy. LL.B (Degree) Sem. I (Old Courses) Exam. April 2003

CONTRACT- I

Time :3hrs.

Max.Marks:75

- N.B. 1) Question No. 7 and 14 are compulsory
2) Answer any Four questions from 1 to 6 and any Four from 8 to 13

SECTION - I

- Q.1 Define Offer and discuss various modes of revocation of Offer. (8)
- Q.2 Define Consideration and Essentials of Valid Consideration. (8)
- Q.3 Effect of Misrepresentation . Distinguish between Fraud and Misrepresentation. (8)
- Q.4 Agreement in restraint of trade is Void ? State if there are any Exceptions. (8)
- Q.5 Define and distinguish between Void , Voidable and illegal Contract. (8)
- Q.6 Explain: (8)
a) Undue influence
b) Unilateral Promises.
- Q.7 Explain any Two, with reasons : (8)
a) 'X' applied for teacher's post and the governing body passed a resolution appointing 'X' . After meeting a member of governing body Mr. 'Z' privately informed 'X' of his appointment. The resolution was subsequently rescinded. Can 'X' claim damages.
b) 'A' supplies some articles of food to 'B' the wife of 'C' who is lunatic. 'C' has assets worth Rs.50,000, on non- payment can 'A' proceed against the assets of 'C'
c) 'L' promises to drop prosecution which has instituted against 'R' for robbery and 'R' promises to restore the value of things taken. Can 'L' enforce his promise.
d) 'A' while his wife 'B' was alive, promised to marry 'C' in the event of 'B's death. Subsequently 'B' died. But 'A' refuses to marry 'C'. Can 'C' sue 'A' for damages for breach of promise to marry her.

SECTION -II

- Q.8 State briefly the principles on which damages are awarded on the breach of contract. (8)
- Q.9 Explain pledge. What are the various right of Pledge. (8)
- Q.10 Discuss the different modes in which the authority of an agent may be terminated. (8)
- Q.11 What are the various provisions under contract act as regards to tender of performance . (8)
- Q.12 What is contract of indemnity Explain the rights of indemnity holder. (8)
- Q.13 When can a contract of bailment be terminated. (8)
- Q.14 Write short notes on any TWO (5)
a) Quantum Mervit
b) Distinction between contracts of indemnity and Guarantee.
c) General lien and particular lien

GOA UNIVERSITY

Exam : LL.B. (3yrs) Semester-I

Date: 19/10/2002.

Paper : CONTRACT I (OLD)

Time: 10.00 a.m. to 1.00 p.m.

Max. Marks: 75

- Instructions: 1. Answer any Four questions from 1 to 6 Question No. 7 is Compulsory
2. Answer to two sections should be written separately.

SECTION - I

- | | <u>Marks</u> |
|--|--------------|
| 1. Define offer State the rules of valid offer | 8 |
| 2. Define consideration and point out the salient features of valid consideration. | 8 |
| 3. Enumerate the various kinds of illegal objects which may vitiate a contract. What is the effects of illegality of objects. | 8 |
| 4. Define fraud and distinguish between fraud and misrepresentation. | 8 |
| 5. "Agreement in restraint of trade is void" state and explain the exceptions to the rules if any. | 8 |
| 6. Discuss:
(1) Undue influence.
(2) Agreement in restraint a marriage. | 8 |
| 7. Answer any two of the following with reasons: | 6 |
| (a) A agree to let her daughter to hire to B for concubinage.
Is an agreement a contract.? | |
| (b) A owes to B Rs. 1000/- but debt is barred by the law a limitation.
A signs a written promise to pay to B Rs. 500/- on account debt. Whether this is a contract. | |
| (C) X a shopkeeper agrees to pay Y who is his rival in the business a sum of money as compensation if Y closes his business.
Y closes his business. Can Y claim the money. | |
| (d) A municipal committee leased out certain tonga stand to plaintiff for Rs. 10000/-. But no tonga driver came forward to use the stand throughout the year and plaintiff could not realize any thing.
What are the relief available to Plaintiff? | |

II TERM

GOA UNIVERSITY

Exam : First Year LL.B. (SEM I) Examination, October, 2002

Date: 19/10/2002.

Duration: 3 Hours.

Paper : LAW OF CONTRACT - I (NEW)

Time : 10.0 a.m. to 1.00 p.m.

Max. Marks: 100

Instructions to the candidates.

1. Answer any six out of 9 Questions – (15 marks each)
2. Question No. 10 is compulsory for 10 marks.

1. Explain the different kinds of offer and their points of differences.
2. An agreement without consideration is void. Discuss
3. Explain and Discuss the doctrine of privity of contract and discuss the Exceptions.
4. Discuss the contractual capacity of minors in India with the help of leading case.
5. An Agreement by wager is void- Explain.
6. What is meant by quasi-contract? State the circumstances which given rise to such relations.
7. Discuss briefly the principles laid down in Headley V/S Bexandale with reference to (General and special damages) in case of breach of contract.
8. Discuss the nature and extent of authorities of agent.

OR

8. What types of contract can be specifically enforced. Explain.
9. What are the circumstances under which surety is discharged from contractual obligation under contract of guarantee.

OR

9. Explain critically multinational agreements.
10. Write short notes on Any two
 - (a) Restraint on Marriage
 - (b) Remoteness of damages.
 - (c) Fraud.

RN - 13

LL.B. (3 Years) (Semester - I) Examination, 2002
CONTRACT - I

Time: 3 Hours

Total Marks: 75

SECTION - I

*Instructions: 1) Answer any four questions from 1 to 6. Question No. 7 is compulsory.
2) Answer to two Sections should be written separately.*

1. Define acceptance. State the rules relating to the communication of acceptance. 8
2. "Stranger to the contract cannot enforce the contract". Explain this principle with exception to it. 8
3. "Mere silence is no fraud", under what circumstances silence is fraud ? 8
4. State briefly various heads of agreements opposed to Public Policy with suitable illustrations. 8
5. Discuss briefly the Indian Law and English Law regarding contracts in restraint of trade. 8
6. Explain: 8
 - a) Coercion.
 - b) Agreement in restraint of marriage.
7. Answer any two of the following with reasons: 6
 - a) A, an artist undertook to paint a picture of B for Rs. 1,000/-. But before he could do so, he lost his both hands in an accident. Can B sue A for performance or can claim damages ?
 - b) A promises B in consideration of Rs. 1,000/- never to marry throughout his life. Is the agreement valid ?
 - c) A agree to sell to B a hundred tons of oil. There is nothing whatever to show what kind of oil intended. Is this agreement a contract ?
 - d) A entered a Restaurant to dine. His coat was taken by waiter and hung on a hook behind A. While he was dining coat was stolen. Is the restaurant proprietor liable for loss ?

P.T.O.

RN - 13

SECTION - II

Instructions: a) Answer any four questions from 8 to 13.
b) Question No. 14 is compulsory.

8. What are the various provisions under Contract Act as regards to tender of performance ? 8
9. Define agent. Explain the various modes by which an agency can be terminated. 8
10. What is a bailment ? Critically evaluate the duties of bailee. 8
11. Define Surety. What are the various rights of surety against
a) Principal debtor
b) Creditor ? 8
12. What is a pledge ? What are the essentials of valid pledge ? 8
13. Explain:
a) Indemnity.
b) Del credere agent. 5
14. Write short notes on any two:
a) Continuing guarantee.
b) Rights of surety against co-sureties.
c) Implied authority of agent.

RPN - 42

LL.B. (3 Years) Semester - I Examination, 2001
CONTRACT - I

Duration: 3 Hours

Total Marks: 75

- Instructions:** 1) Answers to two sections should be written separately.
2) Answer any four from 1 to 6. Seventh question compulsory.

SECTION - I

1. What are the requirements to valid Acceptance ? Discuss. 8
2. Define and explain fully the term 'consideration'. State clearly the difference between the English law and Indian law on the subject. 8
3. "Mere silence is no fraud." Explain this statement with reference to "Shri Krishan V/s Kurukshetra University". 8
4. "Liberty to trade is not an asset which the law will permit a person to barter except in a special circumstances within well recognised limits" - Elaborate. 8
5. "Competency of the parties is an essential ingredient of a valid contract". - Explain with case laws. 8
6. Critically explain: 8
 - a) Taylor V/s Caldwell
 - b) Balfour V/s Balfour
7. Answer any two of the following with reasons: (2×3 = 6)
 - a) "A" agree to let her daughter to hire to "B" for concubinage. Is an agreement a contract ?
 - b) 'A' owed large sums of money to 'B'. 'C' offered to pay a lesser sum in satisfaction of 'B's claim on 'A'. 'B' accepted it. Can 'B' claim the balance if any to be received from 'A' ?
 - c) 'A' agreed to sell 'B' a certain land at a certain price, if the land is decreed in favour of 'A' in a pending suit. Land is not decreed in favour of 'A'. Is the contract enforceable ?
 - d) 'X' a shopkeeper agrees to pay "Y", who is his rival in the business, a sum of money as compensation if 'Y' closes his business. 'Y' closes his business. Can 'Y' claim the money ?

SECTION - II

Instructions: Answer any four from 8 to 13. 14th question is compulsory.

8. Explain the doctrine of Frustration. Narrate and elaborate various specific grounds for frustration. 8
9. "Special damages are those which arise on account of the unusual circumstances affecting the plaintiff" - Elucidate this statement with reference to HADLEY V/s BAXENDALE Case. 8

P.T.O.

RPN - 42

- 10. What is agency. What are the various modes by which agency can be created? 8
- 11. Critically analyse the duties of bailee in a contract of bailment. 8
- 12. Explain pledge. Critically analyse various rights of pledgee in a contract of pledge. 8
- 13. Explain : 8
 - a) Bank guarantee
 - b) Continuing guarantee.
- 14. Answer any two of the following: (2x2 1/2 = 5)
 - a) Delegatus Non Potest Delegare.
 - b) Involuntary bailee
 - c) Pledge by Pledgee
 - d) Rights of surety against co-sureties.

SECTION - B

Instructions: Answer any four from 8 to 13. 14th question is compulsory.

8. Explain the doctrine of frustration. Narrate and elaborate various specific grounds for frustration.
9. Special damages are those which arise on account of the unusual circumstances affecting the plaintiff. - Elucidate this statement with reference to HADLEY V BAXENDALE.

R.T.O.

RPN - 40

F.Y. LL.B. (Semester - I) Examination, April 2000
LAW OF CONTRACT

Duration: 3 Hours

Total Marks: 75

- Instructions: 1) Answers to TWO Sections should be written SEPARATELY.
2) Answer any FOUR from 1 to 6. Seventh question COMPULSORY.

SECTION I

1. Define Offer. When Offer can be revoked? 4 × 8 = 32
2. Define Consideration and point out the salient features of a Valid Consideration.
3. "A Contract with a minor is void ab initio". Explain and state exceptions to the rule if any.
4. When Consent said to be given under Coercion? Does a threat to commit suicide amounts to Coercion?
5. State briefly various heads of agreements opposed to Public Policy with suitable illustrations.
6. Define and distinguish between void, voidable and illegal Contracts.
7. Answer any TWO of the following with reasons: 2 × 3 = 6
 - a) A offers by a letter to sell his Car to B for Rs. 50,000/-. B received the letter on 5th. B posted his acceptance letter on 6th evening which reached A on 8th. But A sold the Car to 'C' on 7th morning. Can A sue B for Breach of Contract?
 - b) A promises to make a gift of Rs. 5,000 towards construction of a Community Hall. The trustee of the Community Hall on the faith of his promise incurs liability by constructing the said hall. A refused to pay. Can trustee recover the money from 'A'?
 - c) 'A' chose a costly ring in a jeweller's shop and tendered in payment a cheque which he signed in the name of 'X', a person of credit. He took the ring and immediately pledged it to Z a bonfide pawnee. Cheque bounced. Can the Jeweller recover the ring from 'Z'?
 - d) A agrees to pay B a sum of money if a certain Ship does not return with in six months. After two months Ship was sunk into the sea. Can B claim the agreed amount? If so when?

P. T. O.

RPN - 40

SECTION II

Answer any FOUR from 8 to 13. 14th question is COMPULSORY.

8. Discuss the essential requisites of a valid tender of performance. (4 × 8 = 32)
9. "In quasi contracts, the promise to pay is implied by law and is not based on any express agreement". Explain the statement with various heads of recognised quasi contractual obligations by Indian Contract Act.
10. What is the nature of Surety's Liability? State his rights against the creditor, principle debtor and co-surities.
11. Discuss the rights and duties of Bailee.
12. Define and distinguish between :
- Sub agent and substitute agent
 - Indemnity and guarantee.
13. Discuss the rights and duties of Agent.
14. Answer any TWO of the following : (2 × 2½ = 5)
- Accord and Satisfaction.
 - Pledge.
 - Anticipatory breach.
 - Agency by ratification.