

**67801**

**LL.M. 3rd Semester (Old Scheme Non CBCS )**

**Examination, May-2018**

**LAW OF CONTRACT IN INDIA & ENGLAND**

**Paper-G-II (M-09)**

*Time allowed : 3 hours]*

*[Maximum marks : 80*

**Note :** (i) *Attempt all questions in Section-A and four questions from Section-B. Each question in Section-A carries 3 marks and each question in Section-B carries 14 marks.*

(ii) *Students are required to give their answer only in English Language. Otherwise answer book will not be evaluated and counted as zero marks.*

**Section-A**

1. (a) "An agreement enforceable by law is a contract".  
Comment.
- (b) Define the voidable agreement.
- (c) Who are competent to make a contract ?
- (d) Define 'Novation of contract'.
- (e) Explain the perpetual Injunctions.
- (f) Define the Doctrine of Mutuality.
- (g) What is Continuing Guarantee ?
- (h) Explain the Right of Bailee.

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**[P.T.O.]**

**Section-B**

2. "Acceptance proposal must be absolute and unqualified". Explain and illustrate this statement in Indian & English law.
3. "Consideration must move from the promise". Explain Indian and English law in this regard.
4. "A contract is a private relationship between the parties who make it and no other person can acquire rights or incur liabilities under it". Discuss with case law.
5. Discuss the elements of fraud and explain that mere silence does not amount to fraud with latest Indian & English case law.
6. What do you mean by wagering contract? Quote suitable examples and latest case law.
7. Explain the doctrine of Frustration. Refer to decided Indian & English case laws on the point.
8. What do you understand by contract of Guarantee? How it differs from contract of Indemnity?
9. Write a brief note on the following :
  - (a) Breach of contract
  - (b) Privity of contract

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