



Set A

DDUC/BCH / SEM. I B / BL / CLASS TEST / 2023

Max. Marks 30

Time: 2 hours

Attempt any three questions (2 marks each)

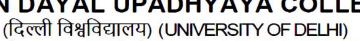
Identify type of agreement/contract and give reason:

- 1) Mr. A boarded a DTC bus in Delhi.
- 2) X borrowed Rs 10 lacs from Z as a business loan and paid to Y for beating M. Status of loan contract?
- 3) Z sold his car to his friend on his birthday for ₹1,000, the market price of which was 3 lakhs.
- 4) A Doctor influenced his patient and made him agree to sell his house below market price.

Attempt any Eight questions (3 marks each)

- Q 1. All contracts are agreements but all agreements are not contracts
- Q 2. A voidable contract may remain a valid contract.
- O 3. An offer is different from invitation to offer.
- Q 4. The consideration may move or flow from/to the acceptor or any other person.
- Q 5. A minor can never be held personally liable even for necessities provided to him.
- Q 6. The parties to the contract vitiated by Undue influence may or may not be related to each other.
- Q 7. Mistake as to the law of our country is no mistake.
- Q 8. An agreement in restraint of trade is always void.
- Q 9. The position of a finder of lost goods is exactly that of a bailee.
- Q 10. The actual damages granted cannot exceed the liquidated damages.







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Set B

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Max. Marks 30

Time: 2 hours

Attempt any three questions (2 marks each)

Identify type of agreement/contract and give reason:

- 1) Mr. B allows a coolie in uniform to pick his luggage at platform.
- 2) X borrowed Rs 10 lacs from Z for paying to a Killer M. Status of transaction between X and Z.
- 3) M wants to buy a cycle and is not willing to pay anything to shopkeeper.
- 4) A and B entered into a contract of trading Horse Z which was dead at the time of contract.

Attempt any Eight questions of 3 marks each

- Q 1. The Indian Contract Act is applicable to the whole of India except Jammu and Kashmir.
- O 2. A void contract is void ab initio.
- Q 3. Silence cannot be prescribed as mode of acceptance.
- Q 4. Insufficiency of consideration is immaterial if the consent is free.
- O 5. A minor can be held liable for tort.
- Q 6. The person guilty of misrepresentation believes in the truth of the statement made.
- Q 7. Unilateral mistake as to the attributes of a person makes a contract voidable.
- Q 8. A lottery authorized by State Govt remains a void agreement.
- Q 9. Failure of one of the purposes does not make a contract void.
- Q 10. The defaulting party can claim compensation on quantum meruit.







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Set C

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Max. Marks 30

Time: 2 hours

Attempt any three questions (2 marks each)

Identify type of agreement/contract and give reason:

- 1) Mr Z allowed to clean his car at red light. Which contract it is?
- 2) Ram transferred /gifted his house to his son Shyam on his birthday with registration.
- 3) K entered into an agreement with P for purchase of P's car when he was overdrunk.
- 4) X appointed Y as his agent without any consideration.

Attempt any Eight questions of 3 marks each

Explain with reasons whether following statements are true or false

- Q 1. The law of contracts is not the whole law of agreements.
- Q 2. There is a presumption of legal obligation in business agreements.
- Q 3. Acceptance is to be communicated only by the acceptor.
- Q 4. A stranger to a consideration can sue.
- Q 5. Absence of consent makes an agreement void ab initio.
- Q 6. Mere silence as to the facts is not fraud.
- Q 7. An agreement is void if caused by Unilateral mistake as to the identity of a person.
- Q 8. Quasi contracts are based on the principle of no unjust enrichment at the expense of other.
- Q 9. The basic principle lying under award of damages under ICA,1872is punishment.

A person who has obtained substituted performance cannot sue for specific performance





(दिल्ली विश्वविद्यालय) (UNIVERSITY OF DELHI)

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Set D

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Max. Marks 30

Time: 2 hours

Attempt any three questions (2 marks each)

Identify type of agreement/contract and give reason:

- 1) A's car was stolen today which he sold last week to B and has to deliver him tomorrow. Status of contract today?
- 2) A student promised to pay ₹10,000 for the tuitions given to him 5 years ago by the teacher voluntarily.
- 3) A quiz competition organized by college having cash prizes of 10000.
- 4) M delivers his goods to N to be kept in safe custody of N's warehouse free of cos

Attempt any Eight questions of 3 marks each

- Q 1. The law of contracts is not the whole law of obligations.
- Q 2. Acceptance is to an offer what a lighted match is to a train of gunpowder.
- O 3. No consideration no contract.
- Q 4. A stranger to a contract cannot sue.
- Q 5. Absence of free consent makes an agreement a voidable contract.
- Q 6. Where silence is equivalent to speech, silence is treated as fraud.
- Q 7. The collateral transaction to an illegal agreement is also illegal.
- Q 8. A finder of lost goods automatically becomes liable under Quasi contract.
- Q 9. The ordinary damages are the result of direct consequences of breach of contract.
- Q 10. Injunction is a preventive relief granted under Specific Relief Act, 1963.







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Set E

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Max. Marks 30

Time: 2 hours

Attempt any three questions (2 marks each)

Identify type of agreement/contract and give reason:

- 1) Vikas bought a house from A by threatening him to kill his son otherwise.
- 2) A debtor agreed to pay a time barred debt to his creditor today.
- 3) Sudoku competition organized by college for prize of Rs 5000 to the winner.
- 4) M sold his car to Gaurav for Rs 5 lakhs without transferring Registration Certificate of car.

Attempt any Eight questions of 3 marks each

- Q 1. A contract can be void ab initio.
- O 2. Two cross offers never result into a contract.
- Q 3. The consideration must move at the desire of the promisor.
- Q 4. A minor can be a beneficiary.
- Q 5. Coercion must be from/ directed to the party to the contract.
- Q 6. A deceit which does not deceive is no fraud.
- Q 7. The collateral transaction to an illegal agreement is never illegal.
- Q 8. Difficulty of performance is not an excuse for non-performance of a contract.
- Q 9. The special damages arise due to indirect loss caused and can be claimed as a matter of right.
- Q 10. The specific performance cannot be demanded as a remedy for a contract of personal nature.