



दीन दयाल उपाध्याय कॉलेज DEEN DAYAL UPADHYAYA COLLEGE (दिल्ली विश्वविद्यालय) (UNIVERSITY OF DELHI)

दिल्ली रा. रा. क्षेत्र सरकार द्वारा 100% वित्त पोषित, 100% funded by Govt. of NCT of Delhi
सेक्टर -3, द्वारका, नई दिल्ली Sector-3, Dwarka, New Delhi – 110078
दूरभाष/Tel. 011- 41805580, 45051037, Website: <https://dducollegedu.ac.in>



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)

Explain with reasons whether following statements are true or false

- Q 1. All contracts are agreements but all agreements are not contracts
- Q 2. A voidable contract may remain a valid contract.
- Q 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

Explain with reasons whether following statements are true or false

- Q 1. The Indian Contract Act is applicable to the whole of India except Jammu and Kashmir.
- Q 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.
- Q 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,1872 is punishment.

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



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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 cost

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 obligations.
- Q 2. Acceptance is to an offer what a lighted match is to a train of gunpowder.
- Q 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

Explain with reasons whether following statements are true or false

- Q 1. A contract can be void ab initio.
- Q 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.