

BALLB-105

Roll No.....

**SCHOOL OF LAW
HAMDARD INSTITUTE OF LEGAL STUDIES & RESEARCH (HILSR)
JAMIA HAMDARD, NEW DELHI - 110062
B.A.LL.B Ist Semester Examination, 2024
Law of Contract-I**

Time: 3 Hours

Maximum Marks: 60

Write your Roll No. on the top immediately on receipt of this question paper. Attempt five questions selecting one from each unit. All questions carry equal marks.

UNIT-I

1. Mike advertised in a newspaper that he would pay Rs. 500 to anyone who would restore him his dog. The advertisement was given on 1st March, 2023. On March 5, 2023 he advertised in the same newspaper that he has cancelled his offer. On March 20, 2023 Yash who had read the first advertisement but not read the second advertisement found the dog and restored the dog to him. Thereafter he claimed the reward. Can Yash claim the reward? On the basis of above statement explain the kinds of offer and also discuss the modes of revocation of offer with the help of case laws.

(12 Marks)

Or

2. "Communication of acceptance by or to stranger is no acceptance". Discuss the statement in light of relevant provisions and case laws.

(12 Marks)

UNIT-II

3. John is 17 years and 6 months old. He needs some money to go on vacation with his friends. He approached a moneylender and borrows Rs.25,000. As security, he signs some papers mortgaging his laptop and motorcycle. Six months later, when he attains the age of majority, he files a suit declaring that the mortgage executed by him when he was a minor is void and should be cancelled. Decide. Explain capacity to contract. Discuss the nature and effect of minor's agreement.

(12 Marks)

Or

4. A, B and C are members of a family. There is a partition in the family. On partition of the property, Amit, Bhanu and Chander promise to pay the expenses for the marriage of an unmarried girl, Madhu of the family. But afterwards they refuse to do the same. When Madhu brought an action to enforce the agreement made between A, B and C. They gave the argument that since Madhu is not a party to contract so she cannot enforce the contract. Is the argument justified? Explain with the help of the provisions of the Indian Contract Act, 1872.

(12 Marks)

UNIT-III

5. (a) "Undue Influence is said to be a subtle species of fraud". Discuss the statement with the help of relevant provisions, illustrations and case laws.

(b) A female patient was told that her sterilisation would be irreversible, but was not told that there was the minute risk (less than 1 per cent) of failure and of pregnancy. She conceived again, delivered a child and sued the gynaecologist for his breach of contract. Decide.

(6 + 6 = 12 Marks)

Or

6. The prospects of a company stated that the company had regularly paid dividends, which created the impression that the company was making profit, whereas the truth was the company was running into losses for the last several years and dividend could only be paid out of wartime accumulated profits.

If you were to invest in such company and the truth was concealed from you, does it anyway affect the validity of contract? Cite relevant provisions and case laws.

(12 Marks)

UNIT-IV

7. A contracts to take in cargo for B at a foreign port. A's government afterwards declares war against the country in which the port is situated. What is the status of this contract? Can this contract be performed? Justify your answer with the relevant statutory provision and decided case law.

(12 Marks)

Or

8. What are the legal considerations and implications under the Indian Contract Act, 1872, regarding contracts involving objects that are considered illegal or against public policy? Cite relevant provisions.

(12 Marks)

UNIT-V

9. The plaintiffs carried on an extensive business as miller. Their mill was stopped by a breakage of the crankshaft by which the mill was worked. The defendants, a firm of carriers, were engaged to carry the shaft to the manufacturers as a pattern for a new one. The plaintiffs' servant told the defendants that the mill was stopped, and that the shaft must be sent immediately. But the defendants delayed the delivery by some neglect, and the consequence was, that the plaintiffs did not receive the new shaft for several days after they would otherwise have done. The action was brought for the loss of profits which would have been made during the period of the delay. Decide.

(12 Marks)

Or

10. (a) Explain the principle of Quantum Meruit with relevant case law.
(b) What are Quasi Contracts?

(5 + 7 = 12 Marks)