

Bankura University
3-yrs LL.B.(H), Sem-I Examination, 2021
General Principles of Contract and Specific Relief
Course Code: LB105C

Answer any five questions
The figures in the margin indicate full marks

Time- 3hrs

F.M.-80

- 1.a) “All contracts are agreement but all agreements are not contract”. Comment.
b) ‘A’ offered to sell his house to ‘B’ for Rs. 5,00,000. ‘B’ accepted the offer by post. On the next day, ‘B’ sent a telegram withdrawing the acceptance which reached ‘A’ before the letter.
Is the revocation of acceptance valid? Explain with relevant provision. (10+6)
2. a) Minors are incapable to enter into a contract. Discuss with relevant case laws.
b) A minor fraudulently represented to a money-lender that he was of full age and executed a mortgage deed for Rs. 10,000. Has the money-lender any right of action against the minor for the money lent or for damages for fraudulent misrepresentation? (10+6)
3. a) “Stranger to the contract cannot sue”. Discuss.
b) What are the exceptions of this rule? (10+6)
- 4.a) “Threat to commit suicide amounts to coercion.”- Discuss with relevant case laws.
(b) Distinguish between Coercion and Undue Influence. (8+8)
- 5.a) “Contract without consideration is void”. Discuss with relevant case laws.
b) What are the exceptions of this rule? (10+6)
6. What is consent? Discuss the condition of free consent with relevant case laws (4+12)
7. a) Discuss the remedies for breach of contract.
b) What do you mean by “supervening impossibility” or “doctrine of frustration”?
c) What are exceptions to this doctrine. (6+6+4)
8. a) What is Injunction?
b) Explain the requisites of granting Perpetual and Mandatory Injunction.
c) Explain the grounds on which the injunction can be refused. (4+6+6)