



LAW OF CONTRACT I

AtArani Law Academy

OLD SYLLABUS

General Principles of Contract:

The Indian Contract Act, 1872: Sections 1-75

Specific Relief Act, 1963: Sections 9-24 and 36-42

NEW SYLLABUS

1. Historical development of law of contract in India - Definition – Essentials of contract - Agreements which are not contracts- Void and voidable contracts, Standard form of Contract

2. Offer - Essentials - Kinds of offer - Invitation to offer - Lapse of offer; Acceptance- Essentials-Communication of acceptance-Contract through post-Provisional acceptance.

3. Consideration - Definition and essentials - Past, present and future consideration- Privity of contract.

4. Capacity to contract - Contracts by or with Minors, lunatics, drunken, alien enemies, foreign sovereign, insolvents, convicts, and lawyers.

5. Free consent- Coercion -Duress-Undue influence-Misrepresentation - Fraud-Mistake.





6.Lawful object- Unlawful agreements- Agreements opposed to public policy-Recovery of things given under an illegal agreement - Wagering contract - Contingent contract -Uncertain agreement.

7.Discharge of contract - By performance - By impossibility of performance - By novation -By breach -Remedies for breach-Rules relating to damages.

8.Quasi-Contract-Theories-Kinds of quasi-contract.

9.Specific Relief - Recovery of possession of immovable and moveable property -Specific performance of contract - Injunctions.

The above issues are to be studied with special reference to the Indian Contract Act, 1872, Specific Relief Act, 1963 and relevant case laws on the subject.

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PREVIOUS YEAR QUESTION PAPERS

FULL MARKS: 80

2024 | LAW OF CONTRACT I

Answer any five questions

1. Write notes on:
 - (a) Distinguish between offer and invitation to offer. (8+8)
 - (b) Modes of revocation.
2. Write a note on exception to the rule that a stranger to contract cannot sue with the help of decided cases. (16)
3. Discuss the doctrine of restitution both in context to English law and Indian law with the help of decided cases. (16)
4. (a) Discuss 'undue influence' with the help of statutory provisions and case laws.
(b) Discuss 'mere silence in the light of fraud' with the help of statutory provisions and case laws. (8+8)
5. Write a note on both an agreement in restraint of trade and exceptions to an agreement in restraint of trade with the help of decided cases. (16)
6. Write a note on essentials of a wagering agreement with the help of decided cases. (16)
7. Explain:
 - (a) Specific performance of part of contract. (8+8)
 - (b) Rights of purchaser or lessee against person with no title or imperfect title.
8. (a) Write a note on 'explaining the concept of injunctions' with the help of decided cases. (16)

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9. Write a note on novation with the help of decided cases. (16)
10. (a) Elucidate on 'Contingent Contract'.
(b) Elucidate on 'Quantum Meruit'. (8+8)

2023 | LAW OF CONTRACT I

Answer any five questions

1. Write in brief on: (8+8)
 - (a) Essentials of offer.
 - (b) Essentials of acceptance.
2. Write a note on 'privity of contract and exceptions to the rule' with the help of statutory provisions and case laws. (16)
3. Discuss: (10+6)
 - (a) Nature of minor's agreement with the help of statutory provisions and case laws.
 - (b) Doctrine of Restitution.
4. (a) Discuss 'coercion' with the help of statutory provisions and case laws. (8+8)
(b) Discuss 'fraud' with the help of statutory provisions and case laws.
5. "Consent obtained by mistake is also not free consent." Explain mistake. (16)
6. Explain legality of object and consideration with the help of Section 23 of the Indian Contract Act, 1872 along with citing of relevant case laws. (16)
7. Write a note on contingent contract citing provisions and case





laws. (16)

8. Write on: (10+6)

- (a) Joint promisors and the nature of their liability.
- (b) Effect of failure to perform the contract in time.

9. Write a note on discharge by impossibility of performance. (16)

10. (a) Elucidate on 'Standard Form Contracts'. (8+8)

- (b) Elucidate on 'of certain relations resembling those created by contract'.

2022 | LAW OF CONTRACT I

Answer any five questions

1. (a) Explain 'offer' along with its essentials and related case laws. (8+8)
(b) Explain 'types of offers' with the help of related case laws.
2. Explain 'privity of contract' along with its exceptions taking help of case laws. (16)
3. Write a note explaining minor's agreement citing relevant statutory provisions and case laws. (16)
4. (a) Elucidate the concept of 'coercion in contract law'. (8+8)
(b) Elucidate the concept of 'undue influence'.
5. Explain the circumstances when consideration or object of an agreement is unlawful with the help of relevant statutory provision and case laws. (16)
6. (a) Write on 'agreement in restraint of trade'. (8+8)
(b) Write on 'agreement by way of wager'.





7. Explain:

- (a) Concept of contingent contract (4/5)
- (b) Joint promisors and the nature of their liability.

8. Write on discharge by impossibility of performance.16

9. Explain 'Quasi Contract' with the help of relevant provisions and case laws. (16)

10. Write a note on injunctions. (16)

2021 | LAW OF CONTRACT I

Answer any five questions

1.(a) Define Contract. (6+10)

- (b) 'All Contracts are agreements, but all agreements are not Contracts'- In light of the above statement discuss the essential elements of a Contract.

2. (a) Define Consideration. What do you mean by Past, Present and Future Consideration? (8+8)

- (b) 'No consideration no Contract' - What are the exceptions to the rule?

3. (a) Briefly discuss the principles on which the court award damages to injured party on the breach of the Contract. (8+8)

- (b) What do you mean by 'Quantum Meruit'?

4. (a) Who are competent to contract under the Indian Contract Act, 1872? (2/5)

- (b) Discuss the position of an agreement made by a 'Minor' under the Contract Act, 1872. (6+10)

5. (a) Define 'Free Consent'. What consideration or object of an





agreement is lawful and what is not? (10+6)
(b) Distinguish between void and voidable Contract.

6. (a) Point out the distinctions between a contingent contract and a wagering agreement. (6+10)

(b) What do you understand by Novation?

7. Discuss the law relating to 'Privity of Contract'. (16)

8. Write short notes on (any two): (8x2)

(a) Doctrine of Frustration

(b) Contingent Contract

(c) Mistake of Law

(d) Anticipatory Breach of Contract

(e) Fraud.

9. (a) What is injunction? (4+6+6)

(b) Distinguish between Temporary and Perpetual Injunction.

(c) When can an injunction be refused by the Court?

10. (a) What is specific performance of Contract? (4+6+6)

(b) Who may obtain specific performance of a Contract?

(c) When may court order specific performance of a Contract and must it refuse to do so?

2020 | LAW OF CONTRACT I

Answer any four questions

1. (a) Define the term Contract.

(b) Discuss the essentials of a valid contract.

2. (a) What do you understand by the term 'consideration'? (4+4+8)

(b) Explain the statement – 'Consideration need not be adequate'.

(c) Explain the rule – 'No Consideration no Contract'.

3. Discuss the Law relating to 'Privity of Contract'. (16)

4. Can a minor make a valid contract? Explain with the help of leading cases.
5. (a) Discuss the effect of voidable contract. (8+8)
(b) Mere silence does not amount to fraud – Discuss.
6. (a) What is Quasi Contract? (2+14)
(b) Discuss the various types of quasi contract.
7. (a) Briefly discuss the principles on which the court award damages to the injured party on the 'Breach of Contract'. (10+6)
(b) "Time is the essence of Contract" – Justify the statement.
8. (a) Discuss the law relating Breach of Contract. (10+6)
(b) Explain the Doctrine of 'Frustration'.

Group – B

Answer any one question.

9. (a) What is specific performance of contract? (2+10+4)
(b) Who may obtain specific performance of contract?
(c) Which contracts are not specifically enforceable?
10. (a) What is 'Injunction'?
(b) Discuss various types of 'Injunction'.
(c) When an injunction may be refused by court? 2+10+4



2019 | LAW OF CONTRACT I

Answer any two questions

1. Define consideration. Explain the rule 'No consideration no contract'. Is there any exception to the rule? If so, mention. [15+25]
2. What is an agreement? When an agreement becomes a contract? What are essential elements of a valid contract? [5+10+25]
3. Define Privity of Contract. Is there any rule in India on Privity of Contract? Support your answer with the provisions of Indian Contract Act, 1872. [15+25]
4. (a) Discuss the term Consent and free Consent. [5+5+30]
(b) Discuss the effect of coercion.
5. Define Contingent Contract. When Contingent Contract becomes contract? Distinguish between Void Agreement and Voidable Contract. [5+25+10]
6. (a) What is Quasi-contract? Discuss the types of quasi-contracts as provided under the Contract Act. [25+15]
(b) State the effect of Novation, Recession and Alteration of Contracts.
7. (a) Discuss the principles of communication of proposal and acceptance. [20+20]
(b) Can a minor make a valid contract?
8. (a) What is specific performance of contract? Under which Act is it dealt with? When could the court grant the decree for specification performance? [20+20]
(b) Which contracts are not specifically enforceable?
9. Write short notes on any four of the following: [10x4]
(a) Communication of proposal, acceptance.



- (b) Agreement to do impossible act.
- (c) Waging agreement.
- (d) Quantum Meruit.
- (e) Agreement in Restraint of Marriage.
- (f) Agreement in Restraint of Trade.

10. (a) What is Injunction? When a Injunction may be granted by the Court? [15]
(b) When can an injunction be refused by the court? [25]

2018 | LAW OF CONTRACT I

Answer any four Questions

1. (a) Define the term 'Contract'. [2]
(b) Discuss the essentials of valid Contract. [14]
2. (a) Define the term Consideration. [2]
(b) Write the essentials of lawful consideration. [4]
(c) Explain 'No consideration no contract'. [10]
3. Discuss the Law relating to 'Privity of Contract'. [16]
4. (a) Define the term Consent and Free Consent. [2+2]
(b) Discuss the effect of Undue Influence. [12]
5. (a) What is Quasi-Contract? [4]
(b) Discuss the types of Quasi-Contract as provided under the Indian Contract Act, 1872. [12]
6. (a) Discuss the principles of communication of proposal and acceptance. [8]
(b) Can a minor make a valid contract? - Explain. [8]
7. Write short notes on any two: [8x2]
(a) Doctrine of Frustration.



- (b) Anticipatory Breach of Contract.
- (c) Contingent Contract.
- (d) Mistake of fact.
- (e) Past voluntary Service.

- 8.(a) Briefly discuss the principles on which the court award damage to the injured party on the Breach of Contract. [10]
(b) Time is essence of contract - Justify the statement. [6]

Group - B

Answer any one Questions

9. (a) When would the court grant a decree for specific performance and when it may refuse to grant the same? [10]
(b) What is specific performance of contract? [3]
(c) Who may obtain a decree for specific performance? [3]
10. (a) What is Injunction? Distinguish between Temporary Injunction and Perpetual Injunction. [8+8]
(b) When can an Injunction be refused by the court?

2017 | LAW OF CONTRACT I

Group – A

Answer any four questions

- 1.(a) "All contracts are agreements but all agreements are not contract". Discuss this view in the light of the Indian Contract Act, 1872. [10]
(b) Who are competent to contract? [6]
2. (a) What is Proposal? How to make a proper Proposal? How revocation of Proposal is done? (25/56)
(b) What is Acceptance? Is it possible to revoke an Acceptance? Discuss with illustration.





3. (a) Define consent and free consent. [6]
(b) Discuss the difference between- [6+4]
(i) Coercion and undue influence.
(ii) Mistake of Law and Mistake of Fact.
4. (a) Define Consideration. What will be the effect upon an agreement if the consideration is totally unlawful and/or unlawful in part? [8]
(b) Discuss the exceptional situations when there is no consideration but there is a valid contract. [8]
5. (a) What is a Voidable Agreement? What is the effect of a Voidable Agreement?
(b) What is a Void Agreement? Discuss the differences between Void and Voidable Agreements including their effects. [8+8]
6. (a) What is meant by Contingent Contract? [6]
(b) Discuss "agreements contingent on impossible event, void". [6]
(c) Discuss anticipatory breach of contract. [4]
7. (a) What is Quasi-contract? Discuss the types of Quasi-contracts as provided under the Contract Act.
(b) State the effect of Novation, rescission and alteration of contracts. [12+4]
8. Write short notes on any four from the following : [4x4]
(a) Communication of Proposal, Acceptance.
(b) Quantum Meruit.
(c) Wagering Agreement.
(d) Agreement in restraint of marriage.
(e) Agreement by Minor.
(f) Agreement to do impossible act.

Group - B

Answer any one question

- 9.(a) What is specific performance of a Contract? [4]

(b) When the court may grant a decree for specific performance? [6]

(c) Which contracts are not specifically comfortable? [6]

10. (a) What is Injunction? When an Injunction may be granted by the court? [6]

(b) When can an Injunction be refused by the court? [10]

2016 | LAW OF CONTRACT I

Group - A

Answer any four Questions

1. (a) Define Contract.

(b) Describe the essentials of a valid Contract. [8]

(c) When does an agreement become void? [4]

2. (a) What do you understand by Consideration? [4]

(b) Explain the statement - "Consideration need to be adequate".

(c) Mention the exception to the rule - "No Consideration, No Contract". [6+6]

3. (a) What is an Offer? State the rule of valid Offer. [8]

(b) Acceptance must be absolute - discuss. [8]

4. (a) What do you understand by Consensus ad Idem? [4]

(b) What is "Free Consent"? [4]

(c) Distinguish between Misrepresentation and Fraud. [8]

5. (a) Point out the distinctions between a Contingent Contract and a Wagering Agreement. [10]

(b) What do you understand by Novation? [6]

6.(a) What do you mean by Quantum Meruit? [4]

(b) What is a Quasi-contract? Enumerate the Quasi-contracts dealt with in section 68 to 72 of the Indian Contract Act, 1872. [12]



7. (a) Briefly discuss the principles on which the court award damages to the injured party on the Breach of Contract. [10]
(b) "Time is the essence of Contract" - Justify the statement. [6]

8. Write short notes on (any four): [4x4]

- (a) Void and Voidable Agreement
- (b) Reciprocal Promise
- (c) Coercion and Under Influence (Note: Likely "Undue Influence")
- (d) Tender, Treated as a valid Performance
- (e) Rescission of Contract
- (f) Appropriation of Payments

Group - B

Answer any one Question

9. (a) What is Specific Performance of a Contract? [4]
(b) Who may obtain Specific Performance of a Contract? [4]
(c) When may court order Specific Performance of a Contract and must it refuse to do so? [8]
10. (a) Define Injunction? [4]
(b) Distinguish between Temporary Injunction and Perpetual Injunction. [6]
(c) State the conditions in which an interim order of injunction can be granted. [6]



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2015 | LAW OF CONTRACT I

Answer any five questions

- 1.(a) Define the following terms as provided under the Indian Contract Act: [2x4]
(i) Proposal; (ii) Promise; (iii) Void Agreement; and (iv) Voidable Contract
(b) Discuss the law of communication of Proposal and Acceptance. Is it possible to revoke a Proposal or an Acceptance? Explain with example. [8]
- 2.(a) Are all agreements "Contracts"? Discuss the essentials of a valid contract. What is the status of an agreement where "free consent" is not present? Discuss. [10]
(b) Can a minor make a valid contract? Explain with the help of a leading Case. [6]
3. (a) What is 'consent'? When a consent is said to be free? [4]
(b) Define the following : [4x3]
(i) Coercion; (ii) Fraud; (iii) Misrepresentation.
4. Define Consideration. What is part, present and future Considerations? Is it possible to make a valid contract without the presence of Consideration? Discuss the exceptional situation too. [16]
5. (a) What is meant by "Anticipatory breach of contract"? Discuss. [8]
(b) What is the effect of an agreement to do an impossible act? Discuss the provision of Law if the act becomes impossible or unlawful after the contract was made. [8]
6. Explain any two from the following : [8x2]
(a) Agreement in restraint of trade, void.
(b) Agreement, in restraint of legal proceedings - void.
(c) Agreements that are uncertain, void.
7. (a) What do you mean by "Quasi-contracts"? Discuss the Quasi-

contracts as provided by the contract Act, 1872. [12]
(b) What is the effect of Novation, rescission and alteration of contract? [4]

8. Write short notes on any four from the following : [4x4]

- (a) Undue Influence. (35/56)
- (b) Quantum Meruit.
- (c) Mistake of Fact.
- (d) Revocation of Proposals.
- (e) Competency to Contract.
- (f) Wagering Agreement.

9.(a) What is specific performance of a contract? Under which Act is it dealt with? When would the Court grant a decree for specific performance? [8]

(b) Which contracts are not specifically enforceable? Discuss. [8]

10. (a) Define Injunction. What are the types of Injunction? Distinguish between Temporary and Perpetual Injunctions. [6]
(b) When can an Injunction may be refused by the Court? [10]



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