

Time: 1 Hour

Marks: 30

Question no. 1 is compulsory.

Answer any 3 of the remaining 4 questions.

- 1)
- a) Mr. Ram Lal Birla was a big businessman of city Pune having two sons and one married daughter. He decided to gift his one house to his daughter. For this purpose, he called his lawyer at his house and made a written document for such gift. The lawyer advised him to get the transfer document properly registered. When they both were going for registration of document, they met with an accident and both of them died. Later, his daughter found the document and claimed the house on the basis of that document. Explain, whether she can get the house as gift under the Indian Contract Act, 1872? (6 Marks)
- b) Mr. B makes a proposal to Mr. S by post to sell his house for ₹10 lakhs and posted the letter on 10th April 2020 and the letter reaches to Mr. S on 12th April 2020. He reads the letter on 13th April 2020. Mr. S sends his letter of acceptance on 16th April 2020 and the letter reaches Mr. B on 20th April 2020. On 17th April Mr. S changed his mind and sends a telegram withdrawing his acceptance. Telegram reaches to Mr. B on 19th April 2020.
Examine with reference to the Indian Contract Act, 1872:
i) On which date, the offer made by Mr. B will complete?
ii) Discuss the validity of acceptance.
iii) What would be validity of acceptance if letter of revocation and letter of acceptance reached together? (6 Marks)
- 2) Define the term acceptance under the Indian Contract Act, 1872. Explain the legal rules regarding a valid acceptance. (6 Marks)
- 3)
- a) Mr. Y is a devotee and wants to donate an elephant to the temple as a core part of ritual worship. He contacted Mr. X who wanted to sell his elephant. Mr. X contracted with Mr. Y to sell his elephant for ₹20 Lakhs. Both were unaware that the elephant was dead a day before the agreement. Referring to the provisions of the Indian Contract Act, 1872, explain whether it is a void, voidable or a valid contract. (4 Marks)
- b) Define consideration (2 Marks)

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4) “Only a person who is party to a contract can sue on it”. Explain this statement and describe its exceptions, if any. (6 Marks)

OR

“No consideration, no contract” Comment. (6 Marks)

5) Mr. Sohanlal sold 10 acres of his agricultural land to Mr. Mohanlal on 25th September 2020 for ₹25 Lakhs. The Property papers mentioned a condition, amongst other details, that whosoever purchases the land is free to use 9 acres as per his choice but the remaining 1 acre has to be allowed to be used by Mr. Chotelal, son of the seller for carrying out farming or other activity of his choice. On 12th October, 2020, Mr. Sohanlal died leaving behind his son and life. On 15th October, 2020 purchaser started construction of an auditorium on the whole 10 acres of land and denied any land to the son. Now Mr. Chotelal wants to file a case against the purchaser and get a suitable redressal.

Discuss the above in light of provisions of Indian Contract Act, 1872 and decide upon Mr. Chotelal’s plan of action? (6 Marks)

1. Paper will be discussed on Unacademy CA Foundation YouTube Channel.
2. Here is the Playlist Link for entire series - <https://www.youtube.com/playlist?list=PLTzX3SfK4zG4BZ5Jn9QgL9zyekR2b0oPa>
3. Follow CA Adarsh Joshi Sir - <https://unacademy.com/@Futureofeducation>
4. Use “CAADARSH” to get maximum discount on Plus.
5. Watch One Shot Writing Practice of The Indian Contract Act, 1872 - <https://youtu.be/1TN0FGQcwU8>
6. Watch Super Chart Revision Series - <https://www.youtube.com/playlist?list=PLTzX3SfK4zG5szXMEqxOI905u21NYS6aQ>

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