

TOPIC : The Indian Contract Act, 1872 (Unit 1,2 & 3)**QUESTION : 1(A)**

Explain the modes of revocation of an offer as per the Indian Contract Act, 1872.

(6 MARKS)**QUESTION : 1(B)**

Mr. X was in need of money & offered to sell his casio to Z for Rs. 6000. Z refused to buy the same at the stated price. X gradually reduced the quoted price until Rs. 2000 was reached, which Z accepted. Before the casio was delivered, X received an offer from Mr. A for the purchase of his casio for Rs. 4500 and X refused to carry out his contract with Z on the grounds that the consideration was inadequate. Is Mr. X liable to pay damages to Mr. Z for the failure to perform the contract ?

(4 MARKS)**QUESTION : 2(A)**

Father promised to pay his son a sum of one lakh if the son passed C.A. examination in the first attempt. The son passed the examination in the first attempt, but father failed to pay the amount as promised. Son files a suit for recovery of the amount. State, along with reasons whether son can recover the amount under the Indian Contract Act, 1872.

(4 MARKS)**QUESTION : 2(B)**

Discuss the essentials of Undue Influence as per the Indian Contract Act, 1872.

(4 MARKS)**QUESTION: 2(C)**

A shop keeper displayed a pair of dress in the show room and a price tag of Rs. 2,000 was attached to the dress. Mrs. Lovely, looked at the tag and rushed to the cash counter. Then she asked the shop-keeper to received the payment and pack up the dress. The shop-keeper refused to hand – over the dress to Mrs. Lovely in consideration of the price stated in the price tag attached to the dress. Mrs. Lovely seeks your advice whether she can sue the shop-keeper for the above cause under the Indian Contract Act, 1872.

(3 MARKS)**QUESTION: 3(A)**

Only a person who is party to a contract can sue on it". Explain this statement and describe its exceptions, if any.

(7 MARKS)**QUESTION : 3(B)**

Mr. B makes a proposal to Mr. S by post to sell his house for Rs. 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)

QUESTION : 3(C)

State whether there is any contract in following cases :

- (i) A engages B to do certain work and remuneration to be paid as fixed by C.
- (ii) A and B promise to pay for the studies of their maid's son.

(2 MARKS)

QUESTION : 4(A)

Mr. Sohanlal sold 10 acres of his agricultural land to Mr. Mohanlal on 25th September 2020 for Rs. 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)

QUESTION : 4(B)

Explain the difference between fraud and Misrepresentation as per the Indian Contract Act, 1872.

(3 MARKS)

QUESTION: 4(C)

Srishti, a minor, falsely representing her age, enters into an agreement with an authorised Laptop dealer Mr. Gupta, owner of SP Laptops, for purchase of Laptop on credit amounting Rs. 60,000/- for purchasing a laptop, on 1st August 2021. She promised to pay back the outstanding amount with interest @ 16% p.a. by 31st July 2022. She told him that in case she won't be able to pay the outstanding amount, her father Mr. Ram will pay back on her behalf. After One year, when Srishti was asked to pay the outstanding amount with interest she refused to pay the amount and told the owner that she is minor and now he can't recover a single penny from her.

She will be adult on 1st January 2024, only after that agreement can be ratified. Explain by which of the following way Mr. Gupta will succeed in recovering the outstanding amount with reference to the Indian Contract Act, 1872.

- (i) By filing a case against Srishti, a minor for recovery of outstanding amount with interest?
- (ii) By filing a case against Mr. Ram, father of Srishti for recovery of outstanding amount?
- (iii) By filing a case against Srishti, a minor for recovery of outstanding amount after she attains maturity?

(5 MARKS)