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Indian Contract Act (Sec.1 – 75)- Assignment

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Q1. X makes a promise to his wife Y to give her pocket money of INR 1,000 per month. After 6 months, he stops making payment. Can Y claim damages from X.

Q2. J invites Chuimui to dinner. Chuimui accepts the invitation but fails to turn up. Can J sue Chumui for the damage?

Q3. P agrees to Marry Hritik. Hritik dies before the marriage takes place. Is it a void agreement or contract?

Q4. X polished Y's shoes without being asked by Y to do so. Y does not make any attempt to stop X from polishing the shoes. Is Y bound to make payment to X?

Q5. X threatens to kill Y if he (Y) does not sell his house to X for INR 1,00,000. Y agrees. X borrows INR 1,00,000 from Z who is also aware of the purpose of the loan. What is the nature of agreement between X and Y, and X and Z?

Q6. X agrees to pay Y INR 1,00,000 if Y kills Z. To pay Y, X borrows INR 1,00,000 from W who is also aware of the purpose of the loan. Y kills Z but X refuses to pay. X also refuses to repay the loan to W. Advise Y and W.

Q7. X advertises in a newspaper that he would pay INR 1,000 to anyone who traces his mission son. Y traced that boy and claimed the amount of reward. State whether Y is entitled to receive the amount of reward if (a) he did not know about the reward, (b) if he knew about the reward?

Q8. X, a broker of Mumbai wrote to Y, a merchant of Ghaziabad stating the terms on which he is willing to do business. Is the letter a valid offer by X to Y?

Q9. X delivered a coat to Y, a dry cleaner for dry cleaning and took the receipt. On the back of the receipt, certain conditions were printed in English language. One of the conditions printed on the back was "the liability of the dry cleaner Company shall be limited to the 50% of the cost of the goods." X never looked at the back of the receipt. X's coat was lost and X claimed the actual value of

the coat. Discuss the legal position in each of the following alternative cases –

Case A – If there was nothing on the face of the receipt to draw the attention to the conditions printed on the back side and X was a graduate in English.

Case B – If on the face of the receipt, the words 'See back' were printed in English but X did not read it.

Q10. X hired a room in a hotel for a week. When he entered the room, he found a notice on the wall disclaiming the owner's liability for damages, loss or theft of articles. Some of his items were stolen. Discuss the legal position.

Q11. X sold his business to Y but this fact was not known to an old customer Z. Z placed an order for certain goods to X by name. Y supplied the goods to Z. Is there a valid contract?

Q12. X offered to sell his car for INR 1,000 to Y. Y replies "I will pay INR 900 for it" X refuses to sell at this price. Y then attempts the original offer but X refuses to sell his car. Discuss legal position.

Q13. F offered by a letter to buy his nephew's horse for INR 100 saying "If I hear no more about him, I shall consider the horse mine." The nephew sent no reply at all but told B his auctioneer not to sell that particular horse as he intended to sell that horse to F. B sold the horse by mistake. F filed a suit against B. Will he succeed?

Q14. X offered to sell two houses to Y at a certain price. Y accepted the offer for one house. Is there a valid contract?

Q15. X of Bikaner sends a letter by post to Y of Kolkata offering to sell his car for INR 1,00,000. This letter is posted on 1st Jan. and reaches Y on the 7th Jan. Y sends his acceptance by post on 10th Jan. but X receives this letter of acceptance on 15th Jan. Answer each of the following questions –

- When is the communication of offer complete?
- When is the communication of acceptance complete as against the offeror?
- When is the communication of acceptance complete as against the acceptor?
- If X sends a telegram on 8th Jan. revoking his offer, and this telegram reaches Y before the letter of the acceptance is posted. Is revocation valid?
- If Y sends a telegram on 14th Jan. revoking his acceptance and this telegram reaches X before the letter of acceptance is received by X. Is revocation of acceptance is valid?

Q16. X promises to donate INR 10,000 towards the repairs of a temple. X does not pay. Can the trustees recover the promised amount from X (a) if they have not incurred any liability on the faith of X's promise, (b) if they have incurred any liability on the faith of this promise.

Q17. X owes Y INR 1,000 but this debt is time barred. In a Birthday party of Z, who is a friend of X and Y, X orally promises Y to pay this debt. Later, X refuses to Y. Can Y recover the promised amount from X?

Q18. X promise to make a gift of INR 50,000 to Y, his neighbour's wife. Is this promise valid?

Q19. X, who was badly in need of money offered to sell his car worth INR 1,00,000 to Y for INR 10,000. Before the car was delivered, X received an offer of INR 20,000 and refused to carry out the contract on the ground of inadequacy of consideration, Is X liable to Y for damages?

Q20. X, a client promises to pay Y, his advocate INR 10,000 in addition to his fee if he succeeds. X succeeds by refuses to pay INR 10,000. Can Y recover from X?

Q21. D, a minor, borrowed a sum from M by executing a mortgage of his property in favour of M. Subsequently, D sued for setting aside the mortgage. Is mortgage valid? Can M recover the sum advanced to D?

Q22. X, on attaining majority, gave a promissory note in the satisfaction of one executed by him for money borrowed when he was a minor. Is this promissory note valid?

Q23. X agreed to sell his property worth about INR 1,00,000 for INR 10,000 only, X's mother proved that X was congenital idiot, incapable of understanding the transaction. Is this sale valid?

Q24. X, a minor entered into contract with Y to supply food and clothes to his dependents. Y supplied the same but X refused to pay for the same. Can Y recover anything?

Q25. X, a guardian, on behalf of Y, her minor daughter, entered into a contract with Z whereby Z promised to marry her. Later on Z refused to marry. Can Y sue Z for damages?

Q26. Circuit threatens to kill Paaji's son if Paaji does not sell his house to Munnabhai for INR 1,00,000. Paaji signs the necessary document for the sale of house and receives the payment. Later on, Y wants to avoid the contract. Will he succeed?

Q27. Sachin, by a threat to commit suicide induced Chuimui, his wife and Taimur, his son, to execute a release deed in favour of his brother in respect of certain property. Are Chuimui and Taimur bound by such release deed?

Q28. X threatens to kill Y's son if Y does not sell his house to Z for INR 1,00,000. Y signs the necessary document for the sale of house and receives the payment. Later on, Y wants to avoid the contract, Will he succeed?

Q29. X, an agent, refused to hand over the account books of Y, the principal, to new agent appointed in his place unless the principal released him from all liabilities. The Principal had to give a release deed as demanded. Is this release deed binding upon the principal?

Q30. The Government of State gave a threat of attachment against the property of Y for the recovery of a fine due from Y's son. Y paid the fine. Advise Y.

Q31. X, an illiterate old man of about 90 years, physically infirm and mentally in distress, executed a gift deed of his properties in favour of Y his nearest relative who was looking after his daily needs and managing his cultivation. Is X bound by this gift deed?

Q32. X, a poor Hindu widow, was in great need of money to establish her right to maintenance. She took a loan of INR 1,500 bearing a rate of interest of 100% p.a. Is this transaction unconscionable?

Q33. X sells by auction to Y a horse which X knows to be unsound. The horse appears to be sound but X knows about the unsoundness of the horse. Is this contract valid in each of the following

alternative cases:

- a) X says nothing about the unsoundness of the horse to Y.
- b) If X says nothing about it to Y who is X's daughter who has just come of age.
- c) If Y says to X "if you do not deny it, I shall assume that the horse is sound." X says nothing.

Q34. X buys a painting believing it to be worth INR 100000 while in fact it is worth only INR 10000. Is it a valid contract?

Q35. X offers to sell a painting to Y which X knows is the copy of a well known master piece. Y, thinking that the painting is the original one, decides to buy it at a very high price. Is this a valid contract?

Q36. X is having two horses, a white and another black. X offers to sell his black horse to Y. Y not knowing that X has two horses, thinks of white horse and agrees to buy the horse. Is this agreement valid?

Q37. Puja entered into contract for the hiring of a room for witnessing the coronation procession of Edward VII. Unknown to both the parties, the procession had already been cancelled. Is this contract valid?

Q38. One Blenkarn, knowing that Blenkarn & Co. was a reputed customer of Lindsay & Co., placed an order with Lindsay & Co. by imitating the signature of Blenkarn & Co. The goods were then sold to Cundy, an innocent buyer. A suit was filed by Lindsay & Co. against Cundy for recovery of goods. Discuss the legal position.

Q39. A woman by falsely misrepresenting her to be wife of a well known Baron (a millionaire), obtained two pearl necklaces from a firm of jewellers on the pretext of showing them to her husband before buying. She pledged them with the broker, who in good faith paid her INR 1,00,000. A suit was filed by the jeweler against the broker. Discuss the legal position.

Q40. X, an old illiterate man, was induced to sign a Bill of exchange by means of a false representation that it was a mere guarantee. Discuss the legal position.

Q41. S knew that on account of his criticism of the plays in the past, he would not be allowed entry

to the performance of a play at the theatre. The managing director of the theatre gave instructions that no ticket should be sold to S. S, however, obtained a ticket through one of his friends. On being refused admission to the theatre, he sued for damages for breach of contract. Discuss the legal position.

Q42. X granted a loan to Y a guardian of a minor to enable him to celebrate the minor's marriage. Can X recover his loan from Y?

Q43. J agrees to Pay INR 1,00,000 to Chuimui, if Chuimui does not marry throughout his life. Chuimui promises not to marry at all but later on X refuses to pay INR 1,00,000. Advise Chuimui.

Q44. Salman promised to marry Katrina only and none else, and to pay INR 1,00,000 in default. Salman married to Lulia. Katrina claimed INR 1,00,000 but Salman refused to pay. State the legal position.

Q45. Kuldeep agrees to let his flat to Y for use as a gambling den on a monthly rent of INR 10,000. After 3 months, Y stops making the payment of rent. Advise Kuldeep.

Q46. X promises to drop prosecution which he has instituted against Y for robbery and Y promises to restore the value of the things taken. Is this agreement valid?

Q47. Bali, knowing that Ruchi has committed a murder, obtains a promise from Ruchi to pay him (Bali) INR 5,00,000 in consideration of not exposing Ruchi. Is this agreement valid?

Q48. X's estate is sold for arrears of revenue under the provisions of an Act of the Legislature, by which a defaulter is prohibited from purchasing the estate. Y, upon the understanding with X, becomes the purchaser and agrees to convey the estate to X for price which Y has paid. Is this agreement valid?

Q49. X, a father having two minor sons agreed to transfer their guardianship in favour of Mrs. Y and also agreed not to revoke the transfer. Subsequently, he filed a suit for the recovery of the boys and declaration that he was the rightful guardian. Discuss the legal position.

Q50. X and Y were rival traders in South delhi. X agreed to pay Y INR 5,00,000 if Y closes his business in that locality. Y accordingly did so but X refused to pay. Can Y claim INR 5,00,000.

Q51. X employed Y. The terms of service agreement are –

- a) The employee has to serve the organization for 5 years.
- b) The employee shall not accept any other similar engagement during the term of agreement.
- c) The employee shall not accept similar engagement after the termination of services.
- d) The employee shall not compete with his employer after the termination of services.

State the legal position of the terms of service agreement.

Q52. A clause in a life insurance policy was that “no suit to recover under the policy shall be brought after one year from the date of death of assured.” X died and his legal representatives filed a suit to recover the assured sum after two and half years. Is this suit maintainable?

Q53. X agrees to sell to Y “One hundred tons of oil”

State the legal position of this agreement in each of the following alternative cases:

- a) If X, who is a dealer in coconut oil only, decides to sell @ INR 10,000 per ton.
- b) If X is a dealer in coconut oil and price is not fixed.
- c) If X is a dealer in coconut oil and price is fixed by Z.
- d) If X who is a dealer in coconut oil agrees to sell at INR 10,000 per ton or INR 11,000 per ton.
- e) If X is a dealer in coconut oil and mustard oil.

Q54. Kaaniya instructed shaaniya to enter on his behalf a wagering transaction. Shaaniya lost INR 10,000 in that transaction and paid from his pocket. Shaaniya claimed INR 10,000 from Kaaniya who refused on the ground of wagering transaction. State the legal position if wagering transaction was entered into a) Delhi, b) Mumbai, c) Ahemdabad

Q55. A agrees to pay B INR 1,00,000 if a ship does not return within a year. State the legal position in each of the following alternative cases –

- a) If ship does not return within a year.
- b) If ship returns within a year.
- c) If the ship is burnt within a year.

Q56. A agreed to pay B INR 50,000 if B marries C. C was already married to D at the time of agreement. State the legal position.

Q57. X owes Baburam and pays to Rambabu by mistake. Discuss the right of X and Baburam.

Q58. Rish supplied rice and wheat worth INR 20,000. Sachin supplied a mobile phone worth INR 30,000 and Kuldeep lent INR 50,000 for purchase of necessities to the wife and children of M, a minor. M had assets worth INR 1,00,000. Can Rish, Kuldeep and Sachin recover anything from M?

Q59. Rish saved Salman Khan's house from fire. Can Rish claim compensation from Salman Khan on the ground that Salman Khan enjoyed the benefit of Rish's Act?

Q60. P left his carriage on D's premises and D's landlord seized the carriage for non-payment of the rent. P paid the rent to obtain the release of his carriage. Could P recover the amount from D?

Q61. Bajrangi Picked up a diamond from the floor of Rustom's shop and handed it over to Rustom to keep it till owner is found, Rustom did his best to find out the owner but true owner could not be found. After some time, Bajrangi offered Rustom the lawful charges incurred by Rustom for finding out the true owner and asked him to return the diamond to him. Rustom refused to do so. Discuss the legal position.

Q62. X, Y and Z jointly promise to pay INR 9,000 to W. W compelled X to pay the whole amount. Can X recover anything from Y and Z (a) if both Y and Z are solvent, (b) if Y is solvent and Z being insolvent pays only 60 paise in rupee.

Q63. X owes Y three sums, one for INR 2,000 which is barred by limitation, second for INR 3,000 which is not barred. X sends INR 1,000 to Y. Can Y appropriate INR 1,000 towards INR 2,000 (a) if X gives no direction in this regard (b) if X asks Y to appropriate INR 1,000 towards the third debt of INR 4,000?

Q64. X of Delhi agreed to sell 100 bales of cotton @ INR 1,000 per bale and to deliver within a fortnight at buyer's godown at Lahore. X failed to supply these goods. State the legal position in

each of the following alternative cases

- a) If unknown to both the parties, the goods were destroyed by fire at the time of agreement.
- b) If X knew that goods were destroyed by fire at the time of agreement.
- c) If the goods were destroyed by fire after formation of agreement.
- d) If war is declared between India and Pakistan.
- e) If these goods were to be manufactured by Z who is ready to supply @ INR 1,100 per bale because of unexpected increase in the cost of material and labour.
- f) If these goods were to be manufactured by Z who did not manufacture those goods.
- g) If these goods could not be delivered because of strike of transport operators.

Q65. X, a singer enters into a contract with Y, the manager of a theatre, to sing at his theatre two nights every week during the next two months and Y engages to pay her at the rate of INR 100 for each night on completion of the contract. State the legal position in each of the following alternative cases –

- a) On sixth night if X willfully absents herself from the theatre and wants to sing on the seventh night but Y does not allow her to sing on the seventh night.
- b) On sixth night if X willfully absents herself from the theatre and Y allows X to sing on seventh night
- c) On sixth night, X is too ill to sing.
- d) On sixth night, X dies before she sings.

Q66. On 1st June, X contracted to supply Y 1000 cubic feet of Finland Timber @ INR 500 per cubic feet to be delivered at Mumbai from 1st July to 30th Sep. On 15th June, X informs that he could not supply those goods. The rates of timber per cubic feet on various dates were – on 15th June INR 1,200, on 1st July INR 1,300, on 30th Sep. INR 1,400. State the legal position in each of following cases-

- a) If Y filed a suit for breach of contract on 15th June.
- b) If Y filed a suit for breach of contract on 30th Sep.
- c) If on 29th Sep. the import of such goods was banned and Y filed a suit for breach of contract on 30th Sep.

Q67. X contracts to repair Y's house in a certain manner and receives payment in advance. X repairs the house but not according to the contract. Y incurs INR 1,000 to remedy the defect. Can Y recover INR 1,000 from X.

Q68. A, a ship owner, contracts with B to convey him from Kolkata to Sydney in A's Ship, sailing on the first of January and B pays to A, by way of deposit, one – half of his passage-money. The ship does not sail on the first of January and B, after being, in consequence, detained in Kolkata, for sometime, and thereby put to some expense, proceeds to Sydney in another vessel, and, in consequence, arriving too late in Sydney, loses a sum of money. Is A liable to pay anything to B?

Q69. X contracts to pay a sum of money Y on a day specified. X does not pay the money on that day. Y in consequence of not receiving the money on that day, is unable to pay his debt and is totally ruined. Discuss the legal position.

Q70. X contracted with Y to write a book in 12 volumes for INR 1,00,000 payable on the completion of the whole work. Discuss the legal position in each of the following alternative cases –

- If after completion and delivery of six volumes, Y abandoned the publication.
- If after completion and delivery of six volumes, X died.

Q71. Rajat agreed to construct a house for Abhishek for INR 1,00,000 but after having done three fourth of the work, he abandons the contract. Abhishek, afterwards, completed the house. Can Rajat recover anything from Y?

Q72. Akansha decorated Vidhi's house for a lumpsum of INR 20,000. The work is done but Vidhi complains of faulty workmanship. Vidhi spent INR 5,000 to remedy the defect. Can Akansha recover anything from Vidhi?

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