

Test: Offer

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	Difference between offer and invitation to offer along with <i>an</i> example each.	3
2	Reema sees a book displayed in a shelf of a bookshop with a price tag of ₹70. Reema tenders ₹70 at the counter and asks for the book. The bookseller refuses to sell, saying that the book is not for the sell. Is the bookseller bound to sell the book, why?	3
3	Explain the following terms with an example each: (a) Cross offer (b) Counteroffer	4
4	S offers to sell B his car for ₹3 Lakhs. T standing nearby says, "I will buy the car if B does not". B is not interested in the car. (a) Does a contract arise between S and T? (b) What will be the position if T says S "here is the money". Will T take the car"?	3
5	Explain the following: (a) Standing/Open/Continuing Offer (b) Special terms consisting in an offer	3
6	Harvard India Business School published an advertisement in Hindustan Times that there is an online exam on 14th August. If any student scores more than 95% in that exam, he will be rewarded with a scholarship for Law Program of Harvard Law University. Rahul, a brilliant student, scores 96% in that online exam. Later on, when Rahul went to Harvard Office with his mark sheet, he was denied admission by saying that all the seats are full. Rahul filed a suit on Harvard Administration. Explain whether Rahul succeeds in getting the scholarship for Law Program?	4
OR		
<p>Mr. Aseem is a learned advocate. His car was stolen from his house. He gave an advertisement in newspaper that he will give the reward of ₹10,000 who will give the information about his car. Mr. Vikram reads the advertisement and on making some efforts, he got the stolen car and informed Mr. Aseem. Mr. Aseem found his car but denied giving reward of ₹10,000 to Mr. Vikram with the words, "An advertisement in newspaper is just an invitation to make offer and not an offer. Hence, he is not liable to make the reward." State with reasons whether under Indian Contract Act, 1872, Mr. Vikram can claim the reward of ₹10,000.</p>		

REMARKS

Test: Offer

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1.	A sends an offer to B to sell his second-hand car for ₹1,40,000 with the condition that if B does not reply within a week, A shall treat the offer as accepted. Is A correct in his proposition?	4
2.	Shambhu Dayal started a "self-service" system in his shop. Prakash entered the shop, took a basket, and after taking articles of his choice into the basket, reached the cashier for payments. The cashier refuses to accept the price. Can Shambhu Dayal be compelled to sell the said articles to Prakash? Decide as per the provisions of the Indian Contract Act, 1872.	4
3.	Mr. X and Mrs. X hired a room in a hotel for a week. When they entered the room, they found a notice on the wall disclaiming the owner's liability for damages, loss, or theft of articles. Some of their items were stolen. Discuss the legal position.	4
4.	(a) Define Offer. (b) State the essentials of a valid offer.	4
5.	A shopkeeper displayed a pair of dresses in the showroom, and a price tag of ₹5,000 was attached to the dress. Ms. Priya looked at the tag and rushed to the cash counter. Then she asked the shopkeeper to receive the payment and pack up the dress. The shopkeeper refused to hand over the dress to Ms. Priya in consideration of the price stated in the price tag attached to the dress. Ms. Priya seeks your advice on whether she can sue the shopkeeper for the above cause under the Indian Contract Act, 1872.	4

REMARKS

L3

Test: Acceptance

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	Explain the essential elements of valid acceptance.	6
2	Mohit opens a showroom of handmade articles on 1 st June. He provides 25% discount for one week. Teena, Mohit's friend, visits the showroom after month and asks about the discount. Does Mohit entitle to give a discount?	4
3	What happened if acceptance occurs with a condition? Explain with <i>an</i> example.	2
4	Explain the major modes of acceptance.	3
5	Aryan sends an offer to Heena to sell his second-hand laptop for ₹5000 with the condition that if Heena does not reply within the week, Aryan shall treat the offer as accepted. (a) Is Aryan correct in his proposition? (b) What will be the position if Heena communicates her acceptance after one week?	5

REMARKS

Lined area for writing remarks.

Test: Acceptance

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	A offers ₹50,000 to B if he does not arrive before the court of law as evidence to the case. B does not arrive on the date of hearing to the court. Is it treated as acceptance?	4
2	A coolie in uniform picks up the luggage of A to be carried out of the railway station without being asked by A and A allows him to do so. Explain.	2
3	A sends an offer to B to sell his second-hand car for ₹1,40,000 with the condition that if B does not reply within a week, he (A) shall treat the offer as accepted. Is A correct in his proposition?	3
4	A customer's order for goods constitutes the offer, and a trademan receives an order from a customer and executes the order by sending the goods without the acceptance. Is it a valid contract?	4
5	'A' enquires from 'B', "Will you purchase my car for ₹2 lakhs? If 'B' agrees to purchase the car from 'A' as per his proposal subject to availability of a valid Registration Certificate for the car, then the acceptance is in place though the offer contained no mention of R.C. book. Is this a valid contract?	4
6	A cobbler sits with a brush and polish, a person giving his shoes for polishing. Is an offer accepted?	3

REMARKS

L5

Test: Communication and Revocation of Offer and Acceptance and Lapse of Offer

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	Explain the concept of communication of offer and acceptance.	4
2	When is communication of revocation completed?	4
3	A offered B to sell goods at ₹5,000 through a post, but before B could accept the offer, A received the highest bid for the goods from C. So, A revoked the offer to B by informing B over the telephone and sold goods to C. Can B claim for the goods?	3
4	X offered to sell 50 bales of cotton at a certain price and promised to keep it open for acceptance by Y till 6 PM that day. Before that time, X sold them to Z. Y accepted before 6 PM, but after the revocation by X. Can X revoke the offer? Is it a valid revocation?	3
5	Mr. B makes a proposal to Mr. S by post to sell his house for ₹10 lakhs and posted the letter on 10 th April 2020 and the letter reaches to Mr. S on 12 th April 2020. He reads the letter on 13 th April 2020. Mr. S sends his letter of acceptance on 16 th April 2020, and the letter reaches Mr. B on 20 th April 2020. On 17 th April, Mr. S changed his mind and sent a telegram withdrawing his acceptance. Telegram reaches Mr. B on 19 th April 2020. Explain: (a) On which date, the offer made by Mr. B will complete? (b) Discuss the validity of acceptance. (c) What would be the validity of acceptance if the letter of revocation and letter of acceptance reached together?	6

REMARKS

L6

Test: Communication and Revocation of Offer and Acceptance and Lapse of Offer

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	Explain the methods of revocation of the offer.	7
2	A proposed B to marry him. B informed A's sister that she is ready to marry him. But his sister didn't inform A about the acceptance of a proposal. Is there a valid acceptance?	4
3	State when the communication will be completed in the following cases: (a) Deepak proposes, by a letter, to sell his printing machine to Krishna for ₹50,000. (b) Krishna accepts D's proposal. (c) Deepak revokes his proposal by a telegram. (d) Krishna revokes his acceptance by telegram	4
4	X offered to sell his house to Y for ₹70,000. Y accepted the offer by e-mail. On the next day, Y sent a Fax revoking the acceptance, which reached X before the e-mail. (a) Is revocation of acceptance valid? (b) It makes any difference if both the e-mail of acceptance and the fax of revocation of acceptance reach X at the same time?	5

REMARKS

Test: Consideration

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	"To form a valid contract, consideration must be adequate". Comment.	4
2	Mr. Ram Lal Birla was a big businessman of Pune City having two sons and one married daughter. He decided to gift his 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, the 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?	4
3	No consideration is needed in the case of compensation for past voluntary services. Explain.	4
4	Mr. Ramesh sold 15 acres of his agricultural land to Mr. Amit on 10 th October 2019 for ₹40 Lacs. The property papers mentioned a condition, amongst other details, that whosoever purchases the land is free to use 13 acres as per his choice, but the remaining 2 acres has to be allowed to be used by Mr. Rahul, son of the seller, for carrying out farming or other activities of his choice. On 1 st November 2019, Mr. Ramesh died, leaving behind his son and wife. On 4 th November 2019, the purchaser started construction of an auditorium on the whole 15 acres of land and denied any land to the son. Now Mr. Rahul wants to file a case against the purchaser and get a suitable redressed. Discuss the above in the light of provisions of the Indian Contract Act, 1872 and decide upon Mr. Rahul's plan of action?	5
5	Vijay gifted the whole of his property to his daughter on the condition that she should pay ₹200 per month to her uncle (Father's brother). Later, she refused to pay her uncle on the ground that she did not receive any consideration from her uncle. Is she justified?	3

REMARKS

Test: Minor

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	X, a minor, was studying in M. Com in a college. On 1 st July 2019, he takes a loan of ₹1,00,000 from B for payment of his college fees and purchase books and agreed to repay by 31 st December 2019. X possesses assets worth ₹9 lakhs. On the due date, X fails to pay back the loan to B. B now wants to recover the loan from X out of his assets. Referring to the provisions of the Indian Contract Act, 1872, decide whether B would succeed.	3
2	Shruti being a minor purchased a laptop for her online classes of ₹70,000 on credit from a shop. Later Shruti refused to pay. Can Shruti be personally liable? whether her assets could pay only ₹20,000. How much amount can be recovered by the shopkeeper?	3
3	Richa a minor entered into contract of buying a scooty from the dealer and mentioned that her parents will be liable for the payment of scooty. Her parents did not know about the contract. Her parents refused to pay money. Can dealer recover the scooty price from Richa or her parents?	4
4	"Though a minor is not competent to contract, nothing in the Indian Contract Act prevents him from making the other party bound to the minor". Discuss.	2
5	Mr. Y aged 21 years, lost his mental balance after the death of his parents in an accident. He was left with his grandmother aged 85 years, incapable of walking and dependent upon him. Mr. M their neighbour, out of pity, started supplying food and other necessities to both of them. Mr. Y and his grandmother used to live in the house built by his parents. Mr. M also provided grandmother some financial assistance for her emergency medical treatment. After supplying necessities to Mr. Y for four years, Mr. M approached the former asking him to payback ₹15 Lakhs inclusive of ₹7 Lakhs incurred for the medical treatment of the lady (grandmother). Mr. Y pleaded that he has got his parent's jewellery to sell to a maximum value of ₹4 Lakhs, which may be adjusted against the dues. Mr. M refused and threatened Mr. Y of legal suit to be brought against for recovering the money. Now, you are to decide upon based on the provisions of The Indian Contract Act, 1872: (i) Will Mr. M succeed in filing the suit to recover money? Elaborate the related provisions? (ii) What is the maximum amount of money that can be recovered by Mr. M? Shall the provisions of the above act also apply to the medical treatment given to the grandmother?	5
6.	X aged 16 years borrowed a loan of ₹50,000 for his personal purposes. Few months later, he had become major and could not pay back the amount borrowed, on due date. The lender wants to file a suit against X. Can he do so?	3

REMARKS

L10

Test: Minor

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	<p>Rahul, a minor, falsely representing his age, enters into an agreement with a shopkeeper for a loan amount for purchasing a laptop. He gave his expensive watch as a security and took a loan of ₹40,000. He was very happy to get ₹40,000 and quickly went to the market and purchased a laptop worth ₹30,000. He happily spent the rest of the amount with his friends on a pleasure trip. Later on, Rahul realized that his watch was an expensive watch and he should not have given like this to the shopkeeper. So, he went back to the shopkeeper and asked for his watch back. Also, he refused to repay the loan amount. The shopkeeper disagrees to this and files a case against minor for recovery of the loan amount. Can the shopkeeper succeed in recovering the loan amount under the Indian Contract Act, 1872?</p>	5
2	<p>What do you mean by necessities? Minor is liable for necessities supply or not?</p>	4
3	<p>What do you mean by unsound mind? Which kinds of persons covered under the category of unsound mind?</p>	3
4	<p>Paridhee, a minor, falsely representing her age, enters into an agreement with an authorised Laptop dealer Mr. Mittal, owner of MP Laptops, for purchase of Laptop on credit amounting ₹60,000 on 1st August, 2022. She promised to pay back the outstanding amount with interest @ 16% p.a. by 31st July, 2023. 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 Paridhee 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 a major on 1st January, 2025 and only after that agreement can be ratified.</p> <p>Explain by which of the following ways, Mr. Mittal will succeed in recovering the outstanding amount with reference to the Indian Contract Act, 1872.</p> <p>(a) By filing a case against Paridhee, a minor for recovery of outstanding amount with interest?</p> <p>(b) By filing a case against Mr. Ram, father of Paridhee for recovery of outstanding amount?</p> <p>(c) By filing a case against Paridhee, a minor for recovery of outstanding amount after she attains majority?</p>	3
6	<p>Manish is a minor who broke his right leg in a football match. He engaged Danish, a doctor, to set it. Does the doctor have a valid claim for his services? Give reasons.</p>	5

REMARKS

Test: Coercion

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	What do you mean by coercion? What are the special points in coercion? What are the consequences of coercion?	6
2	X threatens to shoot Y if he does not sell his car to him for ₹2 Lakhs. Y signs the necessary documents for the sale of the car. Later on, Y wants to avoid the contract. Will he succeed? If so, why?	4
3	Aryan and Babbu were sailing on a ship that was on its way from London to Bombay. While the ship was passing through the Suez Canal, Aryan threatened Babbu to throw him into the sea unless he agreed to sell his watch for ₹100. Babbu agreed to sell the same. After reaching Bombay, Babbu changed his mind. Can Aryan file a suit against Babbu to get the watch?	5
4	A threatened his wife and son to commit suicide if they did not agree to transfer A's house to his brother. Thereupon, his wife and son agreed to transfer the house. Subsequently, his wife and son filed a suit to set aside the transfer. Will they succeed?	5

REMARKS

L13

Test: Undue Influence

Allowed: 45 Minutes

Maximum Marks: 20

No.	Questions	Marks
1	What is undue influence? What are the features of undue influence?	5
2	What is the difference between coercion and undue influence?	6
3	Sumit applies to bankers for a loan when the money market is very stringent. Banker says that loans could be provided only at a very high rate of interest. Sumit accepts such high interest. Discuss whether undue influence exists in this case.	3
4	A teacher induced his student to sell his brand-new car to the latter at less than the purchase price to secure more marks in the examination. Accordingly, the car was sold. However, the father of the student was persuaded to sue his teacher. State whether the student can sue the teacher.	3
5	A, a money lender advances ₹1 Lakh to B, an agriculturist, and by the influence induces B to execute a bond for ₹2 Lakhs with interest at 6% per month. Later on, B refused to pay the bond interest and bond amount. Due to such refusal, A sued B. Will A be succeeded?	3

REMARKS

L14

Test: Undue Influence

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	Explain the circumstances in which the person is deemed to be in a position to dominate the will of the other person under the Indian Contract Act, 1872.	4
2	Discuss the essentials of Undue Influence as per the Indian Contract Act, 1872.	5
3	X, a poor Hindu widow, was in great need of money to establish her right to maintenance. She took a loan of ₹1500 bearing a rate of interest of 100% p.a. Is this transaction unconscionable?	3
4	Chandan was suffering from some disease and was in great pain. He went to Dr. Jhunjhunwala whose consultation fee was ₹300. The doctor agreed to treat him but on the condition that Chandan had to sign a promissory note of ₹5000 payable to doctor. Chandan signed the promissory note and gave it to doctor. On recovering from the disease, Chandan refused to honour the promissory note. State with reasons, can doctor recover the amount of promissory note under the provisions of the Indian Contract Act, 1872?	4
5	A, a man enfeebled by disease or age, is induced by B's influence over him as his medical attendant to agree to pay B an unreasonable sum for his professional service. Later on, A refused to pay. Can B claim the amount from A?	4

REMARKS

L15

Test: Fraud and Misrepresentation

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	"Mere silence is not fraud", but there are some circumstances where the "silence is a fraud". Explain the circumstances as per the provisions of the Indian Contract Act, 1872?	6
2	Mr. Shyam owned a motor car. He approached Mr. Vikas and offered to sell his motor car for ₹3 Lakhs. Mr. Shyam told Mr. Vikas that the motor car is running at the rate of 30 KMs per litre of petrol. Both the fuel meter and the speed meter of the car were working perfectly. Mr. Vikas agreed with the proposal of Mr. Shyam and took delivery of the car by paying ₹3 Lakhs to Mr. Shyam. After ten days, Mr. Vikas came back with the car and stated that the claim made by Mr. Shyam regarding fuel efficiency was not correct and, therefore, there was a case of misrepresentation. Referring to the provisions of the Indian Contract Act, 1872, decide and write whether Mr. Vikas can rescind the contract in the above ground.	4
3	Sohan induced Suraj to buy his motorcycle, saying that it was in very good condition. After taking the motorcycle, Suraj complained that there were many defects in the motorcycle. Sohan proposed to get it repaired and promised to pay 40% cost of repairs. After a few days, the motorcycle did not work at all. Now Suraj wants to rescind the contract. Decide giving reasons whether Suraj can rescind the contract?	4
4	Define fraud and misrepresentation. What is the difference between fraud and misrepresentation as per the Indian Contract Act, 1872?	6

REMARKS

L16

Test: Fraud and Misrepresentation

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	Discuss the various categories where the person has a 'duty to speak' under the Indian Contract Act, 1872.	5
2	Explain the term 'fraud' as per the Indian Contract Act, 1872. What is its effect upon the validity of a contract?	6
3	What is Misrepresentation? What are the essentials of misrepresentation?	5
4	Pihu and Seema, being traders enter into a contract. Pihu has private information on a change in price, which would affect Seema's willingness to proceed with the contract. Is Pihu bound to inform?	4

REMARKS

Test: Mistake

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1.	What is a mistake as per the Indian Contract Act 1872? Explain Mistake of Law & Mistake of Fact.	6
2.	Examine the validity of the following contract: (a) A sells a painting to B by saying that it is an original work of Picasso. Unknown to both the parties, the original painting was stolen, and its copy was placed there. (b) Priya offers to sell a painting to Kanya, which Priya knows is a copy of the well-known masterpiece. Kanya, thinking that the painting is original, decide to buy it at a high price.	6
3.	Aryan agrees to sell rice to Bhanu. Both Aryan and Bhanu believed that the rice is old basmati and a very high price is settled. Subsequently, it is discovered that rice is the new one. Can Bhanu get his price back? Will your answer be different if Bhanu alone purchased the rice thinking it is old basmati.	4
4.	A woman, by falsely misrepresenting her to be the 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 a broker, who, in good faith, gave her ₹10,00,000. A suit was filed by the jewellers against the broker. Discuss the legal position.	4

REMARKS

L18

Test: Mistake

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1.	What are the types of mistakes as to subject matter?	4
2.	Distinguish between a unilateral mistake and a bilateral mistake.	3
3.	X entered into a contract with Y 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?	4
4.	X offers to sell a painting to Y, which Y knows is the copy of a well-known masterpiece. Y, thinking that the painting is the original one, decides to buy it at a very high price. Is this a valid contract?	4
5.	Blenkarn knowing that Blenkiron & Co. was a reputed customer of Lindsay & Co., placed an order with Lindsay & Co. by imitating the signature of Blenkiron & Co. The goods were then sold to Sindy, an innocent buyer. A suit was filed by Lindsay & Co. against Sindy for the recovery of goods. Discuss the legal position.	5

REMARKS

Test: Lawful Object and Consideration

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	Discuss circumstances where an agreement is said to be opposed to public policy. (Any 6 points)	6
2	Ruhi promises to obtain employment for Rohit in a government bank, and Rohit promises to pay ₹50,000 to Ruhi. Discuss the validity of this agreement.	3
3	Nikhil is a big businessman who deals in the import and export of silk. He entered into an agreement with Pankaj, who is a Chartered Accountant, that if Pankaj helps him to evade heavy taxes from the tax department, then Nikhil will give him 15% of the amount saved from the taxes. Discuss whether this agreement is valid or not?	4
4	X agrees to pay Y ₹1 Lakh, if Y kills Z. To pay Y, X borrows ₹1 Lakh 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. Explain the validity of the contract. (a) Between X and Y. (b) Between X and W	4
5	Manish enters into an agreement with Rajneesh to buy a building from him for smuggling drugs. Discuss whether this agreement is valid?	3

REMARKS

Test: Lawful Object and Consideration

Time Allowed: 45 Minutes

Maximum Marks: 20

Q. No.	Questions	Marks
1	Mr. X, a business, has been fighting long-drawn litigation with Mr. Y, an industrialist. To support his legal campaign, he enlists the services of Mr. C, a Judicial officer, stating that the amount of ₹10 lakhs would be paid to him if he does not take up the brief of Mr. Y. Mr. C agrees but, at the end of the litigation Mr. X refuses to pay to Mr. C. Decide whether Mr. C can recover the amount promised by Mr. X under the provisions of Indian Contract Act, 1872?	3
2	Mr. S, aged 58 years, was employed in a Govt. department. He was going to retire after two years. Mr. D made a proposal to Mr. S to apply for voluntary retirement from his post so that Mr. D can be appointed in his place. Mr. D offered a sum of ₹10 lakhs as consideration to Mr. S to induce him to retire. Mr. S refused at first instance, but when he evaluated the amount offered as consideration as just double of his cumulative remuneration to be received during the tenure of two years of employment, he agreed to receive the consideration and accepted the above agreement to receive money to retire from his office. Whether the above agreement is valid? Explain with reference to the provision of the Indian Contract Act, 1872.	3
3	Discuss the cases where an object or consideration of a contract is said to be unlawful.	6
4	Harish paid ₹15000 to the officer to give his son the job in the Forest department of India. The officer agreed to do so. Later on, the officer failed to give the job. Could Harish can recover the amount?	4
5	India entered a war-like situation with China. Mr. A from India entered into a contract with China for the import of toys. Is this contract valid?	4

REMARKS
