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PRESIDENCY UNIVERSITY

BENGALURU

Make Up Examinations – December 2025

Date: 26 – 12- 2025

Time: 9:30am – 12:30pm

School: SOL	Program: BA.LLB/BBA.LLB/B.OMLLB (Hons)		
Course Code: LAW2043	Course Name: Law of Contracts I		
Semester: MK	Max Marks: 100	Weightage: 50%	

CO - Levels	C01	C02	C03	C04	C05
Marks	20	24	26	30	

Instructions:

(i) Read all questions carefully and answer accordingly.

(ii) Do not write anything on the question paper other than roll number.

Part A

Answer ALL the Questions. Each question carries 2marks.

10Q x 2M=20M

1.	Define a contract under the Indian Contract Act, 1872.	2 Marks	L1	C01
2.	What is an agreement?	2 Marks	L1	C01
3.	State two essential elements of a valid contract.	2 Marks	L1	C01
4.	Write a short note on 'free consent'?	2 Marks	L1	C01
5.	Define 'consideration' as per Section 2(d) of the Indian Contract Act.	2 Marks	L1	C01
6.	Why is past consideration not valid under English law but valid in India?	2 Marks	L2	C02
7.	How is a proposal communicated and when is it complete?	2 Marks	L2	C02
8.	What is the difference between misrepresentation and fraud?	2 Marks	L2	C02
9.	How does impossibility of performance affect a contract?	2 Marks	L2	C02
10.	Why is minor's contract considered void ab initio?	2 Marks	L2	C02

Part B

Answer the Questions.

Total Marks 80M

11.	Explain the difference between a void and voidable contract with the help of examples. When does a voidable contract become void?	10 Marks	L3	CO2
Or				
12.	A agrees to sell his car to B for ₹5 lakh. Before delivery, A refuses to sell it. Can B sue A? Analyze the situation with reference to breach of contract.	10 Marks	L3	CO4
13.	Critically analyze the principle of "consensus ad idem" in contract formation. Why is mutual consent crucial?	10 Marks	L3	CO4
Or				
14.	A hotel displays a sign "Management not responsible for loss of belongings." A guest loses his wallet. Analyze the enforceability of such exclusion clauses.	10 Marks	L3	CO4
15.	A contracts with B to deliver goods manufactured in a factory. Before delivery, the factory is destroyed in a fire. Analyse the legal consequences under the doctrine of impossibility.	10 Marks	L4	CO3
Or				
16.	Silence does not amount to fraud unless there is a duty to speak." Evaluate this statement in light of relevant provisions and case law.	10 Marks	L4	CO3
17.	Imagine P, aged 17 years and 11 months, takes a loan of ₹1 lakh from Q to invest in the stock market. He loses the money and refuses to repay. Q files a suit for recovery. Discuss the legal validity of the contract and whether Q can recover the amount.	15 Marks	L2	CO2
Or				
18.	Imagine C, by mistake, delivers goods to D, believing him to be the customer who placed the order. D uses the goods and refuses to pay. Discuss the rights of C under the principles of quasi-contract.	15 Marks	L2	CO1
19.	An elderly widow, dependent on her family lawyer M, is persuaded to sell her only house to M's son at half market price. Analyse whether the contract is valid and if undue influence can be presumed.	15 Marks	L4	CO4
Or				

20.	Suppose T offers to sell a bike to U for ₹50,000. Before U accepts, T revokes the offer. However, the revocation reaches U after his acceptance has already been posted. Determine whether a valid contract has been formed.	15 Marks	L1	CO1
21.	State and explain the rules governing communication of offer and acceptance. How is a contract concluded via post or electronic means? Mr. X makes an offer to sell his car to Mr. Y via email. Y accepts the offer, but his email goes to the spam folder and is not seen by X. Is the contract valid?	20 Marks	L2	CO2
Or				
22.	Discuss the meaning of 'free consent' and explain the various factors that vitiate free consent under the Indian Contract Act. (b) Ms. R, a wealthy but illiterate old woman, transfers her entire property to her caretaker under emotional pressure. Evaluate the validity of the contract.	20 Marks	L2	CO3