

L.L.B. (05 Years) Part – III Annual Examination – 2023

Subject: Law of Contract Paper: IV

Roll No.

Time: 3 Hr. Marks: 100

Note: Attempt any FIVE Questions in all by selecting FOUR questions from Part-I and ONE Question from Part-II. All questions carry equal marks.

Part-I (Law of Contract)

- 1. All contracts are agreements, but all agreements are not contracts. Discuss the statement explaining the essential elements of a valid contract.
- Explain the term 'consideration' and state the exceptions to the rule 'No consideration, no Contract'.
- Discuss the provisions of law relating to minor's agreements and agreements of unsound mind persons, and their legal effects on the transactions.
- 4. Define and explain the term 'misrepresentation' and 'fraud' in the formation of contracts and also differentiate between these two with the help of examples.
- 5. What is quasi contract and under which circumstances it arises? Support your answer with the help of the relevant examples
- 6. Elaborate the modes of discharge of contract with special reference to:
 - (a) Discharge by agreement under section 62 and 63 of the Contract Act, 1872
 - (b) Discharge by subsequent impossibility (doctrine of frustration) under section 56 of the Contract Act, 1872
- 7. Define the 'contract of Agency' how the 'agency' may be created and terminated? Discuss in the light of the relevant provisions of the Contract Act, 1872
- 8. Define the 'Contract of indemnity' and 'Contract of guarantee' and distinguish between these two with the help of the examples.

Part- II (Law of Sales of Goods)

- 9. Explain the concept of 'unpaid seller' discuss the rights of the unpaid seller against goods and against buyer.
- 10. Elaborate the concept of 'Doctrine of caveat emptor' under section 16(a) of the sale of goods Act. Do you think that there is any exception to this rule? Refer the examples while explaining these exceptions.



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Part-I (Law of Contract)

- Define the term Contract. What are the essentials of a valid contract? Explain with the examples.
- 2. Explain circumstances with examples in which Contract is valid even without consideration.
- Argue about the capacity of party in the light of Section 11 of Contract Act 1872, which states that "a minor, a person of unsound mind, and person disqualified by law are not competent to contract".
- 4. What do you understand by the term 'undue influence' and what is the legal effect of undue influence on a Contract. Also elaborate with the help of examples when a Contract is said to be induced by undue influence?
- Discuss briefly "expressly declared void agreement" with exceptions if any, in the light of the relevant provisions of law of Contract Act, 1872.
- What are the various modes in which a Contract may be discharged/terminated; elaborate
 with special reference to the law relating to discharge of Contract by agreement and
 supervening impossibility
- 7. What remedies are available to an aggrieved party in case of breach of Contract?
- Explain the term 'contract of guarantee' and 'Contract of indemnity" and draw a distinction between these two.

Part-II (Law of Sales of Goods)

- 9. Define the term 'sale' and 'agreement to sell' also between sale and agreement to sell.
- Explain the Doctrine of 'Caveat Emptor' and its exceptions, elaborate with the help of examples.



L.L.B. (05 Years) Part - III Annual Examination - 2021

Subject: Law of Contract

Paper: IV

Roll No.

Time: 3 Hr. Marks: 100

Note: Attempt any FIVE Questions in all by selecting FOUR questions from Part-I and ONE Question from Part-II. All questions carry equal marks.

PART - I (Law of Contract)

- Q. No. 1 What are "reciprocal promises" and "alternative promises"? Explain with examples.
- Q. No. 2 What is "novation", "rescission" and "alteration" of contract? Explain with examples.
- Q. No. 3 Please explain with examples the contract of guaranty, surety, principal, debtor and creditor.
- Q. No. 4 Define bailment, bailor and bailee alongwith the explanation. Whether any liability of bailee arises by making unauthorized use of goods bailed?
- Q. No. 5 What are the responsibilities of bailee when the goods are not duly returned?
- Q. No. 6 Define the term Agent and Principal and discuss the law regarding obligations and duties of agent towards principal.
- Q. No. 7 A is employed by B, residing in London, to recover at Karachi a debt due to B. A may adopt any legal process necessary for the purpose of recovering the debt and may give a valid discharge for the same. Please discuss with reference to extent of agent's authority.
- Q. No. 8 What are the powers to set aside a contract induced by undue influence? Discuss with examples.

PART - II (Law of Sale of Goods)

- Q. No. 9 Please discuss "sale by description" and "implied conditions" as to quality or fitness.
- Q. No. 10 Please discuss the law regarding the performance of contract vis-à-vis the duties of the seller and the buyer, payment and delivery, part-delivery and rules as to delivery.



L.L.B. (05 Years) Part - III Annual Examination - 2020

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Note: Attempt any FIVE Questions in all by selecting FOUR questions from Part-I and ONE Question from Part-II. All questions carry equal marks.

PART-I [LAW OF CONTRACT]

- Q1: According to section 10 of Contract Act, 1872 "All agreements are contracts, if they are made by the free consent of the parties, competent to contract, for a lawful consideration with a lawful object, and not hereby expressly to be void. Where necessary, the agreements must satisfy their requirements of law regarding writing, attestation or registration". Interpret the statement with the help of examples.
- Q 2: Explain the principles in the light of section 4 and section 5 of Contract Act, relating to communication of offer, acceptance and revocation.
- Q3: Who is competent to make a contract? Explain the legal position of contract with persons disqualified by law.
- Q4: Define the term "misrepresentation"? Explain the essentials of misrepresentation and its effect on a contract.

- Q 5: Explain an agreement in restraint of trade. What are the exceptions to this agreement? Elaborate in the context of section 27 of Contract Act.
- Q 6: Discuss the various modes in which a contract may be discharged and refer the examples to explain these modes.
- Q 7: Enumerate the rights and duties of bailee?
- Q8: Give a brief note on Contract of Indemnity and a Contract of Guarantee. Also differentiate between two.

Part-II [Law of Sale of Goods]

- Q 9: What do you understand by phrase "Doctrine of Caveat Emptor?" Explain the exceptions to this doctrine in the light of relevant provisions of Sale of Goods Act, 1930.
- Q 10: How the sale is different from agreement to sell? Give the solid reasons.

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L.L.B. (05 Years) Part - III Supplementary Exam - 2019

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Note: Attempt any FIVE Questions in all by selecting FOUR questions from Part-I and ONE Question from Part-II. All questions carry equal marks.

PART - I

- What are the essentials of a valid contract? Discuss in detail. Q. 1
- Every person is not competent to contract. Discuss in the light of Q. 2 rules regarding capacity of parties provided in Contract Act, 1872.
- Define fraud and misrepresentation and distinguish between two. Q. 3
- Contract Act, 1872 has expressly declared certain agreements as Q. 4 void. What are those agreements? Discuss in detail.
- What remedies are available to an aggrieved person for breach of Q. 5 contract? Discuss in detail.

- Q. 6 There are certain relations where parties can enforce their rights even without a formal contract. Discuss in the light of relevant provision of Contract Act, 1872.
- Q. 7 Define indemnity and guarantee. When surety is discharged from liability?
- Q. 8 Define bailment. What are the rights and duties of a bailee?

PART - II

- Q. 9 Define sale and agreement to sell and distinguish between the two.
- Q. 10 Who is "Unpaid Seller"? What are his rights provided in Sales of Goods Act?



L.L.B. (05 Years) Part - III Annual Exam - 2019

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Paper: IV

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Marks: 100

Note: Attempt any FIVE Questions in all by selecting FOUR questions from Part-I and ONE Question from Part-II. All questions carry equal marks.

PART-I

- Q. 1 Define consideration. What are the exceptions to the rule "an agreement without consideration is void"?
- Q. 2 "Every contract is an agreement, but every agreement is not a contract". Discuss in the light of essentials of a valid contract.
- Q. 3 What is meant by "Quasi contracts"? Discuss in the light of relevant provisions of Contract Act.
- Q. 4 Define Guarantee. What are the rights of a Surety?
- Q. 5 Who is finder of goods? What are his rights and duties?

- Q. 6 What are the rules relating to "Appropriation of payments" provided in Contract Act?
- Q. 7 What remedies are available to an aggrieved person for breach of contract?
- Q. 8 Define free consent. What are the factors which affect the free consent?

PART - II

- Q. 9 Define Condition and Warranty? Distinguish between two.
- Q. 10 Define "Sale" and "Agreement to sell" and distinguish between two.