

TILAK MAHARASHTRA VIDYAPEETH, PUNE
BACHELOR OF LAWS (LL.B.) (Three Years Semester Pattern)/
B.A. LL.B. (FIVE YEARS INTEGRATED LAW COURSE)
(SEMESTER PATTERN) CREDIT SYSTEM
EXAMINATION : DECEMBER - 2025
FIRST/ FIFTH SEMESTER
Sub.: Law of Contract – I (LW-102/18-5001)

Date : 04/12/2025	Total Marks : 60	Time: 10.00 am to 12.30 pm
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Instructions: 1) All questions are compulsory.
2) Figure indicate to the right full marks.

Q. 1. Answer the following question. (15)

A) Enumerate and elaborate upon the legal essentials that render an agreement a valid contract under the Indian Contract Act, 1872. How does the Act distinguish between a mere agreement and an enforceable contract?

OR

B) Elucidate the legal framework governing remedies for breach under the Specific Relief Act, 1963.

Q. 2. Answer the following question. (15)

A) State and explain the different ways in which a contract may be discharged under the Indian Contract Act, 1872. Critically examine the operation of the doctrine of frustration with reference to judicial precedents.

B) Analyse the significance of 'Free Consent' in contractual formation. How do the vitiating factors such as coercion, undue influence, fraud, misrepresentation, and mistake operate to render a contract void or voidable under the Indian Contract Act, 1872?

Q. 3. Write Short Notes. (any four) (20)

- a. Offer and Invitation to Offer
- b. Temporary and Perpetual Injunctions
- c. Specific Performance – Essential Provisions under the Specific Relief Act, 1963
- d. Rescission and Cancellation of Contracts
- e. Contingent Contracts
- f. Anticipatory Breach of Contract

Q. 4. Answer the following questions. (10)

A) A contracts to supply B with machinery within one month. A delays delivery by three months, causing B financial loss. Discuss what remedies B can claim under the Indian Contract Act and the Specific Relief Act, 1963.

B) A minor borrows Rs.50,000 from B and executes a promissory note. On attaining majority, A refuses to repay. Advise B with reference to relevant legal provisions and case law.