1. Discuss the law governing communication of acceptance and explain when communication of acceptance is complete when it is sent by post, telephone e-mail & WhatsApp.

P.T.O.
2. Write comments on any two of the following cases:

(a) Carlill V. Carbolic Smoke Ball Co.

(b) Harvey V Facey

(c) Haridwar Singh V Begum Sumbrui

3. Explain the definition and essentials of consideration.

An old lady by deed of gift, made over certain landed property to the defendant, her daughter. By the terms of the deed, which was registered, it was stipulated that an annuity of Rs 5 lakh per annum should be paid every year to the plaintiff who was the brother of the old lady. The defendant on the same day executed an agreement in the plaintiff’s favour to give effect to the stipulation of gift deed. The annuity was, however, not paid and the plaintiff sued to recover it. Decide

4. Explain the nature of an agreement with a minor with reference to statutory provisions and decision of Privy Council in Mohori Bibee V Dharmodas Ghose. Whether a minor, who, by falsely representing himself to be a major, has induced a person to enter into a contract is estopped from pleading his minority to avoid the contract.
5. What are the essential ingredients of undue influence and how a plaintiff who seeks relief on this ground should proceed to prove his case and when the defendant is called upon to show that the contract was not induced by undue influence. Discuss the three stages for consideration of a case of undue influence which were expounded in the case of Raghunath Prasad V Sarju Prasad and applied by Supreme Court in Subhash Chandra V Ganga Prasad.

6. "The doctrine of frustration is really an aspect or part of the law of discharge of contract by reason of supervening impossibility of the act agreed to be done and hence comes within the purview of section 56 of Indian Contract Act." Examine the validity of the above statement with reference to decided cases.

7. Write short notes on any two of the following:

(a) When and how can a proposal be revoked?

(b) Privity of Contract

(c) Obligation of person enjoying the benefit of non - gratuitous act

निम्नलिखित में से किन्हीं वो पर सहित दिया लिखिते:

(क) कोई प्रस्तापन कब तथा किस प्रकार प्रतिसंहारित की जा सकती है?

(ख) सरकारी अस्तित्व

(ग) अनानुसारित कार्य का लाभ भोगने वाले व्यक्ति की बाध्यता।

P.T.O.
8. "Where two parties have made a contract which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be such as may fairly and reasonably be considered either arising naturally, i.e., according to the usual course of things, from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the breach of it." Examine the above statement and explain the difference between general damages and special damages with reference to statutory provisions and decided cases.

"जहाँ दो पक्षकारों के बीच सबिदा हुई जिसको उनमें से एक ने भंग कर दिया है वहां ऐसे सबिदा भंग के बारे में अन्य पक्षकार को जो नुकसान प्राप्त होने चाहिए वह ऐसी हो जो आइजुडाल्यूच तथा युक्तिपूर्वक ऐसी मानी जा सके जो या तो स्थायित्वात्मक रूप में तय हुई हो अथवा तय सबिदा भंग से सामान्य अनुसूचित काल के अनुसार तय हुई हो या ऐसी हो जो सबिदा के करने समय उसके भंग के प्रावधि परिणामस्वरूप होते हुए दोनों पक्षकारों के ब्रांज युक्तिपूर्वक रूप में अन्वेषित की गई मानी जाए।" उपयुक्त कथन की आवश्यक कीािजिए और कानूनी उपचरों तथा विनियमित केसों के निर्देश सहित सामान्य नुकसानी और विशेष नुकसानी के बीच अन्तर को समझ कीािजिए।

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