

## **Indian Contract Act, 1872**

### **Important questions**

1. Explain the essentials of a valid contracts.
2. “All contracts are agreements but all agreements are not contracts”. Elucidate.
3. Explain types of contracts with suitable examples.
4. What is a void agreement and void contract? Distinguish between void agreement and voidable contract.
5. Define offer? What are provisions related to valid offer and valid acceptance.
6. When does the communication of offer and acceptance is communicated? Discuss the modes of revocation of offer.
7. Define the term Acceptance. Discuss the legal provisions relating to communication of acceptance.
8. What do you mean by counter offer? How it is different from cross offer?
9. Explain different types of offer.
10. State briefly the position of minor with regard to the agreement entered into by him.

11. What do you understand by capacity to contract? Who are persons disqualified by law?
12. Distinguish between fraud and misrepresentation.
13. Distinguish between coercion and undue influence.
14. What are the consequences of coercion and undue influence on the validity of a contract?
15. What are unilateral mistake and bilateral mistake? Explain the effect of mistake relating to  
(a) Subject matter of the contract (b) identity of party to contract.
16. "A minor's property is liable to necessaries supplied to him" Explain.
17. What is consideration? Explain rules regarding consideration.
18. Is consideration always necessary? Explain.
19. "Stranger to contract can sue but stranger to consideration cannot". Comment.
20. Explain consideration as an essential to a valid contract. State the exceptions to the rule that  
"An agreement without consideration is void".
21. In what circumstances the "object" or "consideration" of contract is unlawful. Explain.
22. Discuss the "doctrine of public policy". Enumerate various types of agreements which are  
considered to be "opposed to public policy".
23. Write short note on maintenance and champerty.
24. What is void agreement? Briefly state various agreements that are expressly declared void  
by Indian Contract Act.
25. "Agreement in restraint of trade are void". Comment and mention exceptions.
26. What are contingent contracts? Discuss rules regarding enforcement of contingent contract.
27. How a contingent contract is different from wagering agreement?

28. What do you mean by quasi contract? Explain quasi contracts mentioned in Indian Contract Act.
29. What do you mean by discharge of contract? Explain modes of discharge of contract.
30. Discuss the remedies for breach of contract.
31. What do you mean by “supervening impossibility” or “doctrine of frustration”? What are exceptions to this doctrine.
32. Explain the types of damages. Differentiate between liquidated damages and penalty.
33. What is contract of indemnity? Discuss the rights of indemnity holder and indemnifier.
34. Define contract of guarantee? Explain the distinction between a contract of indemnity and guarantee.
35. Under what circumstances a surety is discharged from his liability?
36. Explain the nature and extent of surety’s liability.
37. Define bailment? Explain essentials of a bailment contract.
38. What are types of bailment contract?
39. What are Rights and duties of bailor and Bailee? Explain.
40. Distinguish between general lien and particular lien.
41. Mention the parties which enjoy general lien and particular lien.
42. Discuss the rights and duties of finder of lost goods.
43. Define pledge. What are the differences between pledge and bailment?
44. “Non-owners can make a valid pledge”. Explain.
45. Explain the methods of creation of agency. Discuss the scope and extent of agent’s authority.
46. What do you mean by agency by ratification? Explain conditions of a valid ratification.

47. State the rights and duties of agents towards principle.

48. What are types of agents? How an agency is terminated?

49. Who may employ an agent? Who can be an agent? What is real and apparent authority?