

- Q1. Fill in the blanks (7)
1. Consideration is **Past, Present** and **future**.
  2. An agreement enforceable by law is **contract**.
  3. Substitution of old contract with new is **novation**.
  4. Quantum meruit is **as much as merited**.
  5. Contract without consideration is **void**.
  6. A party expressing his inability to perform before the due date results in **anticipatory** breach of contract.
  7. Discharge on account of change in terms of the contract is **alteration**.
- Q2. Choose the correct alternatives: (7)
1. On attaining the age of majority, a minor's agreement:  
**a. Cannot be ratified.**  
b. Can be ratified.  
c. Is left to the discretion of the minor, to ratify or not.
  2. Which of the following acts does not amount to fraud?  
a. Knowingly making a false statement.  
b. Promise made without intending to perform.  
c. Active concealment of facts.  
**d. Innocent false statement.**
  3. If coercion is exercised at a place where the IPC is not in force, the contract is:  
a. Valid  
b. Voidable  
c. Illegal  
**d. Void**
  4. Stopping the screening of a film for a particular period of time is:  
**a. Temporary Injunction.**  
b. Permanent Injunction.

5. A saves D's child from drowning; at the instance of B. Whom can A ask for compensation?
- a. S
  - b. D
  - c. Both
  - d. None**
6. When there is a contract of sale of goods to be put in deliverable state, the property:
- a. passes only when the price is paid
  - b. passes the moment the goods are in deliverable state
  - c. passes when the goods are in deliverable state
  - d. passes when the goods are in deliverable state and the buyer has notice thereof.**
7. Which of the following statement is incorrect?
- a. A mercantile agent can sell
  - b. A seller in possession after sale can sell
  - c. A buyer in possession before sale can sell
  - d. a thief can also sell**

- Q3. State whether the statements are 'True' or 'False' (6)
- 1. An agreement to refer a dispute to arbitration is not enforceable. **False**
  - 2. A witness asking for consideration for being a witness is valid. **False**
  - 3. Accepting lesser fulfilment of terms of promise is remission. **True**
  - 4. If there is a breach of condition, the aggrieved party can only claim damages and has no right to repudiate the contract. **False**
  - 5. A warranty can be subsequently treated as condition at the choice of the buyer. **False**
  - 6. Sale of commodity where the price is paid by instalments, the ownership will pass only on payment of the last instalments. **True**