

Total No. of printed pages = 13

TR/LCA/AUGUST/21

Departmental Examination of Engineering Officers

August-2021

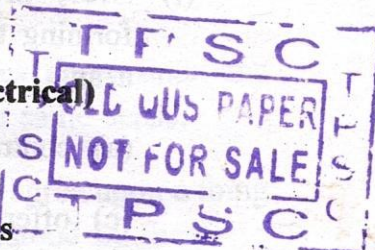
LAW OF CONTRACT AND ARBITRATION

(Without Books)

(Civil/Mechanical/Electrical)

Full Marks – 100

Time – Three hours



The figures in the margin indicate full marks
for the questions.

GROUP – A

1. Answer any 2 (two) questions : $5 \times 2 = 10$

- (i) Discuss the differences between voidable contracts and void agreements.
- (ii) What is meant by Contingent contract?
Discuss with illustrations.
- (iii) What considerations and objects are lawful and what not ?

[Turn over

(iv) What are the roles and responsibilities of an "Agent" on behalf of the Principal, as per provisions of Indian Contract Act, 1872 ?

2. From the four alternatives provided with each question, choose the correct answer and write it on answer sheet (all questions are compulsory).

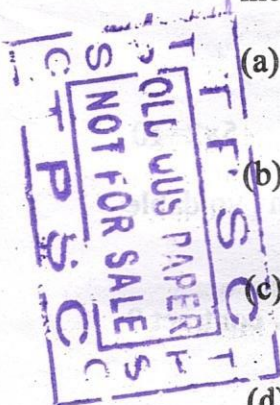
2×15=30

(i) Every promise and every set of promises forming the consideration for each other is a/an

- (a) contract (b) agreement
(c) offer (d) acceptance

(ii) Which of the following legal statement is incorrect ?

- (a) An agreement enforceable by law is a contract. [Section 2]
(b) All agreements are contracts. [Section 10]
(c) A proposal when accepted becomes a promise. [Section 2]
(d) Every promise and every set of promises forming the consideration for each other is an agreement. [Section 2(e)]



(iii) What is 'Consent' under the Indian Contract Act, 1872 ?

- (a) When acceptance of proposal is made by the party to whom the proposal is made.
- (b) When the acceptance is made by another person other than the person to whom the proposal is made.
- (c) When both the parties agree upon the same thing and in the same sense.
- (d) When both the parties agree upon a thing in the way it is understood by them.

(iv) A Contract which is formed without the free consent of parties, is _____.

- (a) Valid
- (b) Illegal
- (c) Voidable
- (d) Void ab-initio

(v) If an agreement suffers from any uncertainty, it is _____.

- (a) Voidable
- (b) Void
- (c) Unenforceable
- (d) Illegal

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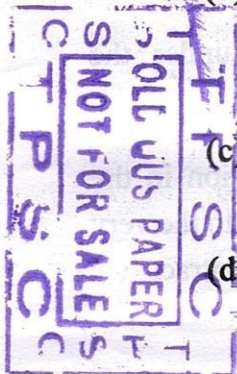
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(a) Voidable (b) Void

(c) Unenforceable (d) Illegal



(vi) Terms of contract relate to statements, assertions, or representations contained in a written contract which relate to the subject matter of the contract and

(a) to something to be done

(b) to something not to be done under the contract

(c) has no application to a provision in the nature of a condition precedent to the very existence or formation of a contract

(d) All of the above

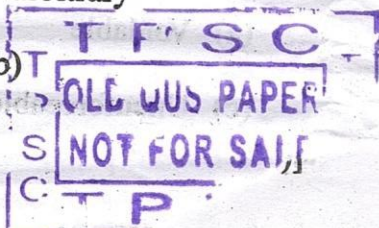
(vii) The decisions of the expert or technical or commercial committees in scrutinizing the tenders under Section 10 of the Indian Contract Act, 1872 will not be interfered unless

(a) the decision is taken with a malafide intention

(b) the decision is arbitrary

(c) Either (a) or (b)

(d) None of these



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(viii) Proposal may be

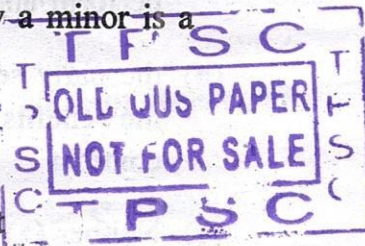
- (a) Implied or express
- (b) Specific
- (c) Generic
- (d) Any of the above

(ix) The communication of acceptance is complete as against the offeror

- (a) when acceptance is reached to the offeror
- (b) when it is put into transmission and leaves his power to reject/when it comes to the knowledge of proposer
- (c) when acceptance comes to the knowledge of the offeror
- (d) None of the above

(x) A contract with or by a minor is a

- (a) valid contract
- (b) void contract
- (c) voidable contract
- (d) voidable at the option of either party



(xi) Misrepresentation under Section 18 of the Indian Contract, 1872 means

(a) a positive assertion, in a manner not warranted by the information of the person making it, not true but he believes it to be true

(b) any breach of duty, which gains an advantage to the person committing it, by misleading another to his prejudice

(c) causing a party to make an agreement to make a mistake as to the subject matter of contract

(d) All of the above

(xii) When a person at whose option a contract is voidable rescinds it, the consequence would be

(a) the party seeking recession need not perform and promise

(b) the party seeking recession must restore the benefits that he has obtained under the contract

(c) Neither (a) nor (b)

(d) Both (a) and (b)

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(xiii) A contract may be discharged

- (a) by performance
- (b) by impossibility of performance
- (c) by breach
- (d) All of the above

(xiv) When the aggrieved party does not face any loss _____ damages can be claimed.

- (a) vindictive
- (b) nominal
- (c) special
- (d) general



(xv) What is the minimum consideration required to create an agency ?

- (a) Minimum consideration of Rupees One lakh
- (b) Minimum consideration of Rupees One thousand
- (c) No consideration at all is required
- (d) Minimum consideration of Rupees Ten thousand.

GROUP-B

3. Answer any 2 (two) questions : $5 \times 2 = 10$

- (i) Is the power of an Arbitrator infinite ? Discuss his power within the ambit of Arbitration and Conciliation Act, 1996.
- (ii) Discuss on the grounds, based on which the appointment of an Arbitrator can be challenged.
- (iii) Can the Arbitrator make an interim award ? If so, when and in what manner ?
- (iv) Discuss the powers of Arbitral Tribunal to use mediation and conciliation as modes of settlement of dispute.

4. From the four alternatives provided with each of the following question, choose the correct answer and write it on answer sheet (all questions are compulsory) : $2 \times 5 = 10$

(i) An arbitral award made under Part 1 of the Arbitration and Conciliation Act, 1996 shall be considered as a

- (a) domestic award (b) foreign award
- (c) general award (d) international award

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(ii) An arbitrator

- (a) is chosen and paid by the disputant
- (b) acts in accordance with privately chosen procedure so far as that is not repugnant to public policy
- (c) Only (a) is correct
- (d) Both (a) and (b) are correct

(iii) Which is incorrect statement ?

- (a) Arbitration agreement is a kind of contract.
- (b) Parties to the arbitration must be legal persons.
- (c) Arbitration agreement recognises verbal agreement.
- (d) Both (b) and (c) are incorrect.

(iv) An application under Section 8 of Arbitration and Conciliation Act, 1996, contemplates

- (a) a matter pending before the Court
- (b) a matter pending before a quasi-judicial authority
- (c) a matter pending before an administrative authority
- (d) Either (a) or (b) or (c)

(v) Section 9 of Arbitration and Conciliation Act, 1996 deals with

- (a) interim measures by the Court
- (b) discretionary powers of the Court
- (c) Both (a) and (b)
- (d) None of the above.

GROUP - C

5. Answer any 2 (*two*) questions : $5 \times 2 = 10$

(i) Discuss an effect of payment on account of debt or of interest on legacy.

(ii) "The law of Limitation bars the remedy but does not destroy the right". —Discuss.

(iii) What provisions exist for suits etc. for which the prescribed period is shorter than the period prescribed by the Indian Limitation Act, 1908 ?

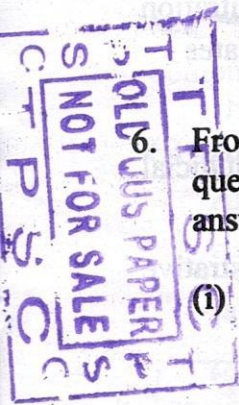
6. From the four alternatives provided with each question, choose the correct answer and write it on answer sheet (*all* questions are compulsory) :

$2 \times 5 = 10$

(i) Can a plea of limitation be

(a) waived by a party

(b) ignored by the Court



(c) waived by both the parties by consent

(d) None of the above

(ii) Section 3 of Limitation Act, 1963 is applicable to the period of limitation prescribed by any

(a) local law

(b) special law

(c) Both (a) and (b)

(d) Neither (a) nor (b)

(iii) For the purposes of section 3 of Limitation Act, 1963, limitation is checked

(a) when the plaint is actually presented in the proper Court

(b) when the plaint is presented even in a Court not competent to try the suit

(c) when the plaint is presented by the part

(d) All of the above

(iv) Which of the following is not required for a valid acknowledgement ?

(a) in writing

(b) made before the expiration of period of limitation

- (c) signed by the person concerned
- (d) in the handwriting of the person concerned
- (v) Under section 19 of Limitation Act, 1963
- (a) payment by cheque which is dishonoured on presentation amounts to part payment and shall save limitation
- (b) payment by cheque which is dishonoured on presentation does not amount to part payment and will not save limitation
- (c) mere handing over the cheque which is dishonoured on presentation amounts to acknowledgement
- (d) Either (a) or (c).

GROUP - D

7. Answer any 2 (two) questions : $5 \times 2 = 10$
- (i) What are the provisions exist for distribution of compensation as per Workmen's Compensation Act ?
- (ii) Compensation to be first charge on assets transferred by employer. —Discuss.

(c) waived by both the parties by consent

(d) None of the above

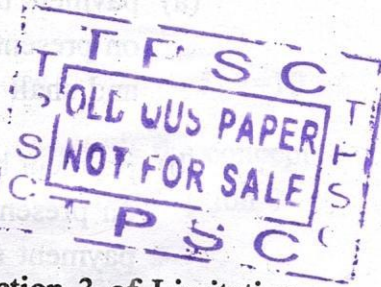
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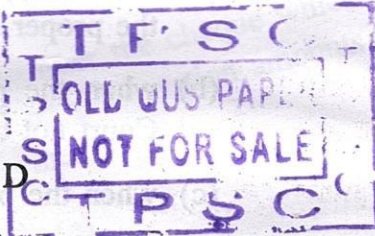
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assets

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(iii) What is the power of the Commissioner under the Workmen's Compensation Act to demand further deposit from an employer in cases of fatal accident ?

GROUP - E

8. Answer any 2 (two) questions : $5 \times 2 = 10$

(i) What is GST and what exactly is the concept of destination based tax on consumption ?

(ii) Define the term "Works Contract" under the SGST Act, 2017. Can input tax credit (ITC) be availed on works contract service ?

(iii) Briefly state the procedures to be fulfilled, if the tax payer is not satisfied with the order of the authority as per SGST Act, 2017.



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