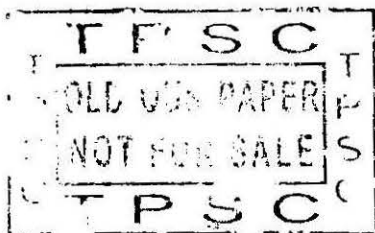


8. Answer any 2 (*two*) questions : $5 \times 2 = 10$

- (i) What is input and output VAT? How input / output VAT be resolved?
- (ii) What is meant by “Turnover in State” as per SGST Act, 2017?
- (iii) “Eligibility and conditions for taking input tax credit (ITC)”. Discuss as per provisions in the SGST Act, 2017.



Departmental Examination of Engineering Officers

December – 2020

LAW OF CONTRACT AND ARBITRATION

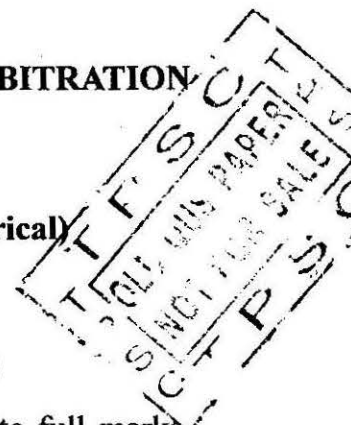
(Without Books)

(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) “All contracts are agreements but all agreements are not contracts” – Discuss in details.
- (ii) What do you understand by “Coercion” and “Undue influence” under the provisions of the Indian Contract Act, 1872? Specify the difference for nature of action, relationship between parties and enforceability.

(iii) Explain in brief the rules relating to "Acceptance" of an offer under the provisions of the Indian Contract Act, 1872.

(iv) State the grounds upon which a contract may be discharged under the provisions of Indian Contract Act, 1872.

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

2×15=30

(i) An agreement consists of reciprocal promises between at least

- (a) four parties (b) six parties
(c) three parties (d) two parties

(ii) Contract is defined as an agreement enforceable by law, vide section — of the Indian Contract Act, 1872.

- (a) Section 2(e) (b) Section 2(f)
(c) Section 2(h) (d) Section 2(i)

(iii) 'A' makes a contract with 'B' to beat his business competitor. This is an example of

- (a) valid contract
(b) illegal agreement
(c) voidable contract
(d) unenforceable contract

(iv) As per section 2(e) of the Indian Contract Act, 1872, "Every promise and every set of promises, forming the consideration for each other is a/an

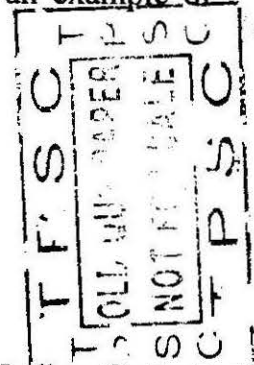
- (a) Contract (b) Agreement
(c) Offer (d) Acceptance

(v) All Contract is a/an —.

- (a) Offer (b) Agreement
(c) Acceptance (d) Transaction

(vi) Offer as defined under section 2(a) of the Indian Contract Act, 1872 is

- (a) communication from one person to another



- (b) suggestion by one person to another
- (c) willingness to do or to abstain from doing an act in order to obtain the assent of other thereto
- (d) None of these

(vii) Which one of the following has the correct sequence ?

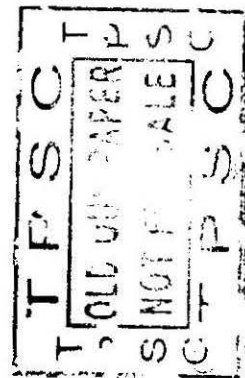
- (a) Offer, acceptance, consideration, offer
- (b) Offer, acceptance, consideration, contract
- (c) Contract, acceptance, consideration, offer
- (d) Offer, consideration, acceptance, contract

(viii) Consideration in a contract

- (a) may be past, present or future
- (b) may be present or future only
- (c) must be present only
- (d) must be future only

4/TR/LCA/DEC/20

(4)



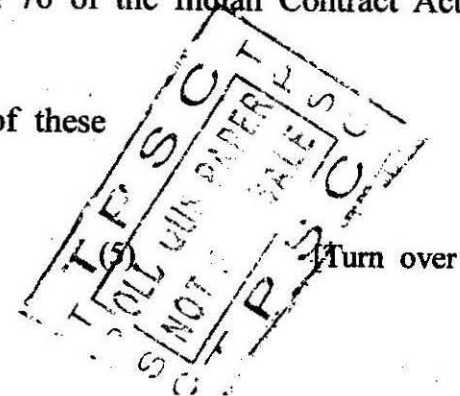
(ix) Who among the following is not "Competent to Contract" ?

- (a) A minor
- (b) A person of unsound mind
- (c) A person who has been disqualified from contracting by some law
- (d) All of them

(x) A stipulation in a bond for payment of compound interest on failure to pay simple interest at the same rate as was payable upon the principal is not a penalty within the meaning of

- (a) Section 74 of the Indian Contract Act, 1872
- (b) Section 75 of the Indian Contract Act, 1872
- (c) Section 76 of the Indian Contract Act, 1872
- (d) None of these

4/TR/LCA/DEC/20



(xi) Under what provision of the Constitution of India the State acts in its executive power in entering in contracts with individual parties ?

- (a) Article 299
- (b) Article 298
- (c) Article 297
- (d) None of these

(xii) Consent is said to be free when it is not caused by

- (a) Coercion
- (b) Undue influence
- (c) Fraud or misrepresentation
- (d) All of these

(xiii) PWD refused to release the payment to a contractor unless he gave up his claim for extra rate, amounted to

- (a) Fraud
- (b) Undue influence
- (c) Coercion
- (d) None of these

4/TR/LCA/DEC/20

(6)



(xiv) In a delayed PWD work where the time is the essence of the contract, the PWD authority does not have the option of

- (a) rendering the contract voidable at the option of PWD
- (b) allowing extension of time when the contractor asks for
- (c) unilaterally extend the time without contractor's consent
- (d) None of the above

(xv) A breach of contract occurs when a party to a contract

- (a) renounces his liability under it
- (b) makes it impossible that he should perform his obligation under it
- (c) totally or partially fails to perform the obligations
- (d) (a) or (b) or (c)

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(7)

[Turn over

GROUP – B

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

- (i) Discuss, when the Court can refer parties to Arbitration where there is an arbitration agreement ?
- (ii) Discuss the procedure for hearing the arbitral proceeding. Can the arbitral proceedings be conducted and concluded on the basis of documents and other materials on record only ?
- (iii) When the arbitral proceedings are terminated ?
- (iv) What is the scope of Conciliation ? When the conciliation proceedings can be commenced ?

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

(i) Arbitral proceedings commence

- (a) on the date on which a request for a dispute to be referred to arbitration is received by the respondent

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(8)



- (b) on the date when the respondent gives consent to the appointment of the arbitrator

(c) on the date when the arbitrator issues notice of the parties

- (d) on the date when the statement of claim and written submission of defence is made

(ii) A 'party' within the meaning of section 2, of Arbitration and Conciliation Act, 1996 means

(a) party to the contract

(b) party to the arbitration agreement

(c) party to the suit/proceedings

(d) Either (a) or (b) or (c)

(iii) Which one of the following is incorrect statement ?

(a) An arbitral award is a contract.

(b) An arbitral award must be in writing and signed.

(c) An arbitral award includes an interim award.

(d) None of the above.

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(9)

[Turn over

(iv) In a contractual arbitration the jurisdiction of Courts can be completely ousted under Arbitration and Conciliation Act, 1996.

- (a) No
- (b) Yes, statutory provisions can be ousted
- (c) Yes, it can be partially ousted
- (d) Yes, it can be ousted, but for enforcing the award, interference of Court is needed

(v) Section 12 of Arbitration and Conciliation Act, 1996 deals with

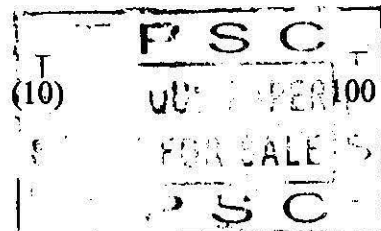
- (a) procedures for arbitration
- (b) grounds for challenge to Arbitrator
- (c) finality of Award
- (d) None of these

GROUP - C

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

- (i) Under what circumstances can delay be condoned in the filing of appeal and applications ?

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(ii) "Valid Acknowledgement under Section 18 of the Limitation Act"- Discuss with an example.

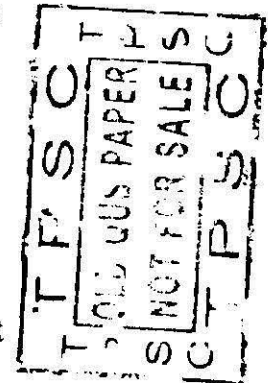
(iii) What is the legal disability ? To what extent such disability extends the period of limitation under the Limitation Act, 1963 ?

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

$2 \times 5 = 10$

(i) Limitation Act can be applied

- (a) before Criminal Court
- (b) before Tribunal
- (c) before Writ Court
- (d) All the options are correct



(ii) Limitation for filing an appeal commences from

- (a) the date of judgement

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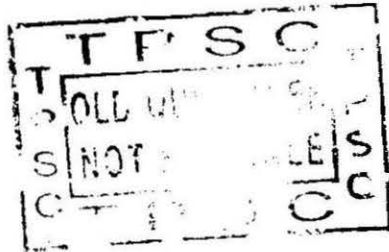
(11)

[Turn over

- (a) the date of judgement
- (b) the date of signing of the decree
- (c) the date of application for copy of the judgement
- (d) the date of availability of copy of the judgement.

(iii) The provisions of section 3 of Limitation Act, 1963 are

- (a) Mandatory
- (b) Directory
- (c) Discretionary
- (d) Optional



(iv) Which is not correct of law of limitation ?

- (a) limitation bars the judicial remedies
- (b) limitation is negative in its operation
- (c) limitation is a procedural law

(v) Under section 19, of Limitation Act, 1963

- (a) payment by cheque which is dishonoured on presentation 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 employer's responsibilities under the Workmen's Compensation Act ?
- (ii) Write four basic benefits entitled to a workmen under the Workmen's Compensation Act.
- (iii) "Role of the Commissioner for Workmen's Compensation under the Act". Discuss.