

Departmental Examination of Engineering Officers

December – 2019

LAW OF CONTRACT AND ARBITRATION

(Without Books)

(Civil/Mechanical/Electrical)

Full Marks – 100

Time – Three hours

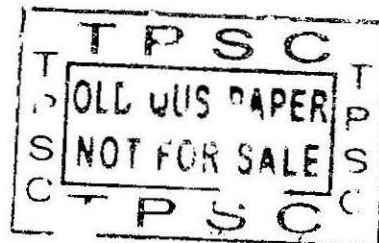
The figures in the margin indicate full marks
for the questions.

GROUP – A

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

- (i) What is misrepresentation ? Distinguish between misrepresentation and fraud.
- (ii) What do you mean by Contingent Contract ? Discuss with illustrations.
- (iii) "Considerations need not be adequate, but must be real" – Discuss.
- (iv) What agreement is said to be opposed to Public Policy ?

[Turn over



2. From the four alternatives provided with each question, choose the correct answer and write it in answer sheet (any *fifteen*): $2 \times 15 = 30$

(i) If the time of performance of the contract is the essence of the contract and the promisor fails to perform the contract by specified time,

- (a) the contract becomes void
- (b) the contract remains valid
- (c) the contract becomes voidable at the instance of the promisee
- (d) the contract becomes unenforceable

(ii) A promisor can perform

- (a) the promise himself
- (b) the promise through his representative competent to perform
- (c) the promise through his representative irrespective of the competency of the representative
- (d) Both (a) and (b) above

(iii) Promises which form the consideration or part of the consideration for each other are called

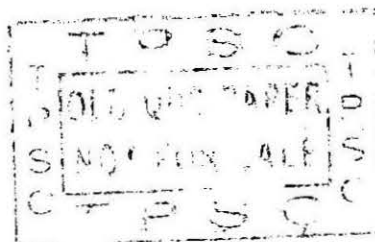
- (a) reciprocal promises
- (b) cross-offers
- (c) conditional offers
- (d) conditional promises

(iv) Contractual rights and duties are created by

- (a) statute
- (b) state
- (c) custom
- (d) parties

(v) Section 73 of Contract Act applies to contract

- (a) for sale of movable properties
- (b) for sale of immovable properties
- (c) Both (a) and (b) above
- (d) None of the above



(vi) Goods displayed in a shop with a price tag is

- (a) an offer
- (b) an invitation to offer
- (c) a counter offer
- (d) None of the above

(vii) Which of the following defines "Sub-agent" in the Indian Contract Act, 1872 ?

- (a) Section 190
- (b) Section 191
- (c) Section 185
- (d) Section 181



(viii) Which is correct ?

- (a) Proposal + acceptance = promise
- (b) Promise + consideration = agreement
- (c) Agreement + enforceability = contract
- (d) All of the above.

(ix) Which one of the following is correct ?

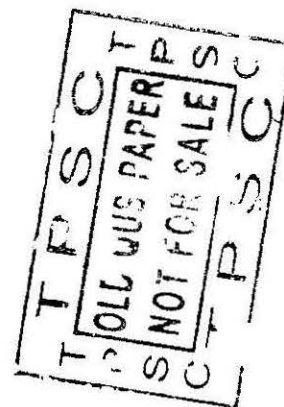
- (a) Past consideration is no consideration
- (b) Consideration can be past, present or future
- (c) Consideration can only be present
- (d) Consideration can only be present and future

(x) In case of a joint promise, generally a promisee can compel

- (a) all the joint promisor to perform
- (b) any one of them to perform
- (c) some of them to perform
- (d) All of the above

(xi) A Void agreement is void ab initio but a void contract is not void ab initio is

- (a) false (b) true
- (c) partly true (d) None of these



(xii) An agreement enforceable by law at the instance of one party and not of other party under section 2(i) is called

- (a) a valid contract
- (b) an illegal contract
- (c) void contract
- (d) a voidable contract

(xiii) _____ is made by words written.

- (a) Express contract
- (b) Implied contract
- (c) Tacit contract
- (d) Unlawful contract

(xiv) A contract can be discharged

- (a) by performance of the contract
- (b) by frustration of the contract
- (c) Both (a) and (b) above
- (d) Neither (a) nor (b) of above

(xv) An agreement not to pursue legal remedies but to refer the dispute to the arbitrator, under section 28 is

- (a) valid
- (b) voidable
- (c) void
- (d) unenforceable

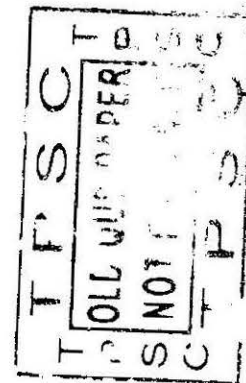
(xvi) A clause in the tender authorizing the party inviting tenders to terminate the contract at any time for future

- (a) destroys the very basis of the contract and the clause is void
- (b) does not destroy the very basis of the contract and the clause is valid
- (c) makes the entire contract void
- (d) makes the entire contract voidable.

GROUP - B

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

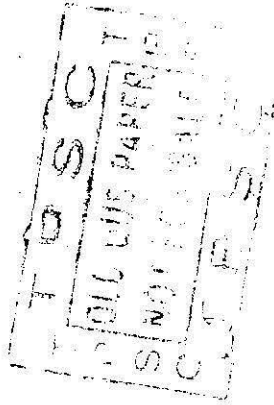
- (i) Write five key points of amendments in "Arbitration and Conciliation (Amendment) Act, 2019".
- (ii) Define the power of Arbitrator.



(iii) What constitutes an Arbitration agreement within the meaning of section 7 of the 'Arbitration and Conciliation Act, 1996' ?

(iv) Can the arbitrator make an interim award. If so, when and in what manner ?

4. From the four alternatives provided with each question, choose the correct answer and write it in answer sheet : $2 \times 5 = 10$



(i) The parties to the Arbitration agreement shall appoint arbitrator within

- (a) ninety days
- (b) thirty days
- (c) sixty days
- (d) forty days

(ii) An Arbitral Award shall be enforced in the same manner as if it were a decree of

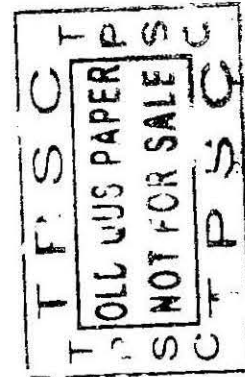
- (a) local authority
- (b) the court
- (c) the tribunal
- (d) Both (b) and (c) above

(iii) The Arbitral Tribunal may by order terminate the arbitral proceedings

- (a) when parties have mutually agreed to seek termination of arbitral proceedings
- (b) when the claimant withdraws his disputed case and which is not objected by the respondent
- (c) when the Arbitral Tribunal thinks it is impossible to continue proceedings
- (d) All of the above

(iv) An Arbitral Award

- (a) must state the reasons upon which it is based
- (b) must state the reasons upon which it is based only when parties have agreed for the same
- (c) need not state the reasons upon which it is based
- (d) may state or may not state the reasons upon which it is based as per discretion of the members of the Arbitral Tribunal



(v) Under section 7 of the Arbitration and Conciliation Act, 1996, an arbitration agreement shall be in writing if it is contained in

- (a) a document signed by the parties
- (b) an exchange of letters, telex, telegrams or other means of telecommunication which provides a record of the agreement
- (c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other party
- (d) Either (a) or (b) or (c) above.



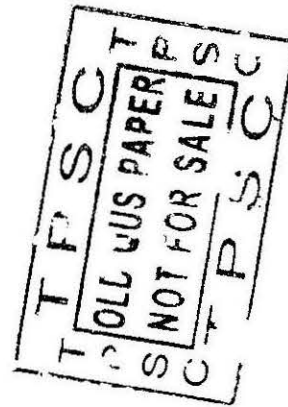
GROUP – C

5. Answer any 2(*two*) questions : 5×2=10

- (i) “The law of limitation bars the remedy but does not destroy the right” Discuss.
- (ii) What is the effect of death on or before the right to sue ?
- (iii) How the period of limitation may be extended in case of acknowledgement in writing and by payment of debts or interest on legacy ?

6. From the four alternatives provided with each question, choose the correct answer and write it in answer sheet : $2 \times 5 = 10$

- (i) On acknowledgement, fresh period of limitation starts
- (a) from the date of signing of acknowledgement
 - (b) from the date of expiry of initial period of limitation
 - (c) from the date of expiry of extended period of limitation
 - (d) from the date of delivery of document containing acknowledgement to the person concerned or any other person
- (ii) Under section 19 for extension of period of limitation the part payment must be
- (a) in the handwriting of the person
 - (b) in the writing signed by the person
 - (c) Either (a) or (b) above.
 - (d) Both (a) and (c) above.



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

- (a) mandatory
- (b) directory
- (c) discretionary
- (d) optional.



(iv) Under section 18(2) oral evidence of date of acknowledgement is permissible if the acknowledgement

- (a) is dated
- (b) is undated
- (c) date in the acknowledgement is altered
- (d) In all the above cases

(v) For setting aside an award or getting an award remitted for reconsideration, the period of limitation is

- (a) thirty days (b) sixty days
- (c) ninety days (d) one year.

2A

GROUP - D

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

- (i) What are the acts or omissions for which penalties prescribed in Workmen's Compensation Act, 1923 ?
- (ii) What is
 - (a) Partial disablement
 - (b) Total disablement ?
- (iii) Who is the Commissioner for Workmen's Compensation and what is his jurisdiction ?

GROUP - E

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

- (i) What are "Considerations" in relation to the supply of goods or services as per Tripura SGST Act, 2017 ?
- (ii) What is "Works Contract" as per Tripura SGST Act, 2017 ?
- (iii) State two activities or transactions which shall be treated neither as a supply of goods nor a supply of services.

