

TR/LCA/JUNE/18

**Departmental Examination of Engineering Officers
June – 2018**

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 *two* questions : $5 \times 2 = 10$
- (i) What agreements are contract? Who is competent to contract?
 - (ii) What consideration and objects are lawful, and what are not? What is the effect of mistake as to law?
 - (iii) What is 'Contingent Contract'? Which are contingent on happening of specified event within fixed time?

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(iv) Write down the effect of failure to perform a fixed time, in contract in which time is essential. Also write the effect of such failure when time is not essential.

2. From the four options given against each of the following questions, select the best / correct option and write it in the answer sheet : $2 \times 15 = 30$

(i) An agreement enforceable at law is

(a) an enforceable acceptance

(b) an approved promise

(c) a contract

(d) an accepted offer.

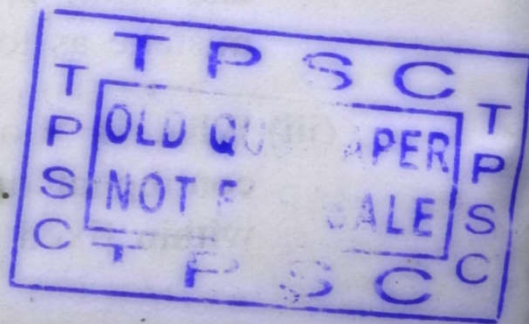
(ii) Promises which form the consideration or part of the consideration for each other are called

(a) conditional promises

(b) conditional offers

(c) cross offers

(d) reciprocal promises.



(iii) A proposal when accepted becomes

- (a) promise under section 2(b)
- (b) agreement under section 2(e)
- (c) contract under section 2(h)
- (d) None of the above.

(iv) In a valid contract, what comes first ?

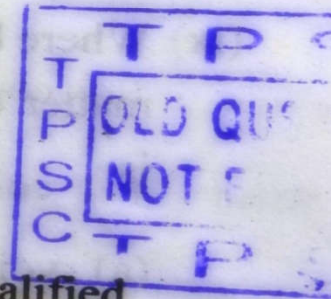
- (a) proposal
- (b) promise
- (c) acceptance
- (d) enforceability.

(v) Under section 2 (c) promisee is the

- (a) person who makes the proposal
- (b) person who makes the promise
- (c) person who accepts the proposal
- (d) person to whom proposal is made.

(vi) Acceptance to be valid must

- (a) be absolute
- (b) be unqualified
- (c) be both absolute & unqualified
- (d) be conditional.



(vii) Enforceable agreements are the one

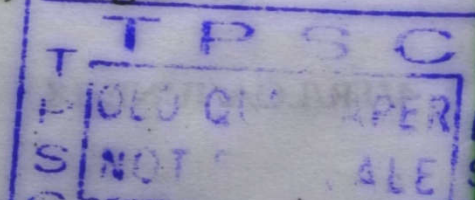
- (a) made by free consent
- (b) parties to the contract are competent to enter into an agreement
- (c) having lawful consideration and lawful object
- (d) All of the above.

(viii) When the consent is caused by misrepresentation, the contract under section 19 is

- (a) void
- (b) valid
- (c) illegal
- (d) voidable.

(ix) Where both the parties are under mistake as to matter of fact, the contract under Section 20 is

- (a) voidable
- (b) void
- (c) valid
- (d) illegal.



(x) Considerations and objects are unlawful where it is

(a) forbidden by law or defeat the provision of any law

(b) fraudulent

(c) immoral and against the public policy

(d) All of the above.

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

(a) coercion and undue influence

(b) fraud and misrepresentation

(c) mistake subject to the provisions of section 20, 21 and 22

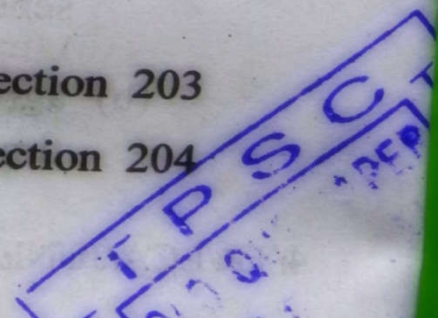
(d) All of the above.

(xii) Consent under Section 13 means

(a) agreeing on the same thing at the same sense.

(b) agreeing on the same thing at the same time.

- (c) agreeing on the same thing at different times.
- (d) agreeing on the different thing at different times.
- (xiii) An agreement to do an act impossible in itself is
- (a) void (b) valid
- (c) voidable (d) unforceable.
- (xiv) In case of joint promise, generally the performance must be by
- (a) all the promisors jointly
- (b) any of them individually
- (c) one not authorized to perform
- (d) None of the above.
- (xv) Which of the following deals with where the revocation and renunciation may be expressed or implied in the Indian Contract Act 1872 ?
- (a) Section 207 (b) Section 203
- (c) Section 192 (d) Section 204



GROUP - B

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

(i) Discuss the provisions contained in the Arbitration and Conciliation Act, 1996 regarding composition of Arbitral Tribunal and the guidelines for appointment of arbitrators.

(ii) Describe the procedure for challenging an arbitrator.

(iii) Narrate briefly the form and contents of arbitral award.

(iv) Narrate the provisions regarding recourse against arbitral award.

4. Four options are given against each of the following questions, select the best / correct option and write it in the answer sheet :

$2 \times 5 = 10$

(i) Part I of the Arbitration and Conciliation Act, 1996 applies where

(a) the place of arbitration is in India

(b) the place of arbitration is outside India, but it is in Asia

(c) the place of arbitration is outside India, but is in Europe

(d) the place of arbitration is anywhere in the world.

(ii) An arbitral award

(a) must state the reasons on which it is based

(b) must state the reasons upon which it is based only when the parties have agreed for the same

(c) need not state the reason 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.

(iii) Finality to arbitral awards within meaning of Section 35 of the Arbitration and Conciliation Act, 1996 shall

(a) not be binding on parties

(b) be binding on government authority

(c) be binding on first party only

(d) be final and binding on the parties and person claiming under them respectively.

(iv) Under Section 7 of the Arbitration and Conciliation Act, 1996, an arbitration agreement

(a) shall be in writing

(b) may be oral

(c) may be either in writing or oral

(d) Neither be in writing nor oral.

(v) The 'Presiding Arbitrator' is appointed by

(a) the parties to the arbitration agreement

(b) the appointed arbitrator by each party

(c) the Court

(d) None of the above.

GROUP - C

5. Answer any *two* questions :

5×2=10

(i) What is the effect of payment on account of debt or of interest on legacy? Discuss the provisions contained in the Limitation Act, 1963 in this respect.

(ii) Discuss as per Section 30 of Limitation Act, 1963 provision for suits, etc, for which the prescribed period is shorter than the period prescribed by the Indian Limitation Act, 1908.

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(iii) Describe the provision in respect of suits, appeals and applications as per Limitation Act, 1963.

6. Four options are given against each of the following questions, select the best / correct option and write it in the answer sheet :

2×5=10

(i) Section 18 of the Limitation Act provides for

(a) effect of fraud or mistake

(b) effect of death on or before the accrual of the right to sue

(c) effect of acknowledgement in writing

(d) effect of payment on account of debt or of interest on legacy.

(ii) The period of limitation for filing a suit for specific performance of a contract is

(a) 3 years (b) 2 years

(c) 18 months (d) 1 year.

(iii) The period of limitation for wages in the case of any other person is

(a) 1 month (b) 6 months

(c) 1 year (d) 3 years.



(iv) The period of limitation for filing a suit for setting aside an award or getting an award or getting an award remitted for reconsideration is

- (a) 7 days (b) 10 days
(c) 15 days (d) 30 days.

(v) The period of limitation for possession of immovable property or any interest therein based on title is

- (a) 30 years (b) 12 years
(c) 3 years (d) 1 year.

GROUP - D

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

(i) Discuss the provisions made in the Employee's Compensation Act, 1923 regarding compensation to be paid when due and penalty for default.

(ii) Describe the method of recording evidence as per the Employee's Compensation Act, 1923. Also mention the provision made in the Act for time limit for disposal of cases relating to compensation.

(iii) Describe the provisions to be followed as per the Employee's Compensation Act, 1923 to serve notice of an accident for preferring claim to compensation.

(iv) Define "dependent" and "employer" as per Employee's Compensation Act, 1923.

GROUP - E

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

(i) Who are the officers authorized to assist the Commissioner of Taxes as per Rule 8 of Tripura Value Added Tax Rules? How they are delegated with power to be executed by them?

(ii) Mention the responsibility of Executive Engineer regarding deduction of VAT from Contractor's Bill in respect of Civil works like building, bridge, road etc. and after deduction to whom the deducted amount of tax is deposited.

(iii) Describe how Tripura Value Added Tax Tribunal is formed. Who are the members of Tribunal? What is the time period of the members to hold their office?

