



**Degree of Bachelor of Law,LL.B (CBCS)**

**Semester: I**

**Subject: Law of Contract**

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|-----------------------------|---|---------------------|------------------------|
| Course Code                 | <b>UL01CLLB51</b>   | Title of the Course | <b>Law of Contract</b> |
| Total Credits of the Course | 4   | Hours per Week      |                        |
| Course Objectives:          | <ol style="list-style-type: none"><li>1. To give the knowledge of Contract law for the purpose of Commerce and Trade field.</li><li>2. To prepare the students in practical way for the Business purpose or for getting the job in Business, Trade and Commercial Activity.</li><li>3. Student can know the Relation between Law and Business So that he can do his own business.</li><li>4. To prevent the student from doing any illegal Business activity.</li><li>5. A person can get the appropriate Remedy and compensation in case of breach of contract</li></ol> |                     |                        |

**Course Content**

| Unit | Description   | Weightage* (%) |
|------|---|----------------|
| 1.   | 1.1 Nature of the contract, Definition of the contract Essential Elements of a valid contract<br>1.2 Offer and Acceptance<br>1.2.1 Rules regarding to valid offer & acceptance<br>1.2.2 Revocation<br>1.3 Consideration<br>1.3.1 Definition, & it's Importance<br>1.3.2 Elements of a consideration<br>1.3.3 No consideration No contract<br>1.3.4 Privity of contract                      | 25%            |
| 2.   | 2.1 Capacity to Contract<br>2.1.1 Competency of the party<br>2.1.2 Position of the Minor under the I.C. Act<br>2.2 Free Consent<br>2.2.1 Definition of Consent & Free Consent<br>2.1.2 Coercion<br>2.1.3 Undue Influence<br>2.2.4 Fraud<br>2.2.5 Misrepresentation<br>2.2.6 Mistake<br>2.3 Legality of the Object<br>2.3.1 Unlawful Agreements<br>2.3.2 Agreements Opposed to Public Policy | 25%            |





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| 3.  | 3.1 Void agreements<br>3.2 Wagering agreements<br>3.3 Contingent Contracts (S-32 to 36)<br>3.4 Performance of the Contract<br>3.4.1 Tender for performance (S-38)<br>3.4.2 Devolution of joint Rights and Liabilities<br>3.4.3 Reciprocal promises<br>3.4.4 Appropriation of Payment  | 25% |
| 4.  | 4.1 Discharge of the Contract<br>4.1.1 By performance<br>4.1.2 By agreement<br>4.1.3 By Impossibility (S-56)<br>4.1.4 By lapse of time<br>4.1.5 By operation of Law<br>4.1.6 By breach of contract<br>4.1.7 Anticipatory breach of contract<br>4.2 Remedies for Breach of contract<br>4.2.1 Recession of the contract<br>4.2.2 Suit for Damages<br>4.2.3 Suit upon Quantum Meruit<br>4.2.4 Suit for Specific Performance of the contract<br>4.2.5 Suit for Injunction<br>4.3 Quasi Contracts (S-68 to 72) | 25% |
| <b>PSDA [ Professional Skill Development Activities]</b><br>1. Contract Drafting    2. Case Study    3. Court Visit |   |     |

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| Teaching-<br>Learning<br>Methodology | <ul style="list-style-type: none"><li>• Lecture Method</li><li>• Power Point Presentation(including audio/video)</li><li>• Group Discussion</li><li>• Role Play</li><li>• Team Exercise</li><li>• Case study</li></ul> |
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| Evaluation Pattern |  |           |
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| Sr. No.            | Details of the Evaluation  | Weightage |
| 1.                 | Internal Written / Practical Examination (As per CBCS R.6.8.3)   | 15%       |
| 2.                 | Internal Continuous Assessment in the form of Practical, Viva-voce, Quizzes, Seminars, Assignments, Attendance (As per CBCS R.6.8.3) | 15%       |
| 3.                 | University Examination   | 70%       |





Course Outcomes: Having completed this course, the learner will be able to

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| 1. | A student can understand the meaning of Contract and its liability.                  |
| 2. | A student can achieve the proper remedy in case of breach of contract.               |
| 3. | A student can do his own business at National level and even at International level. |
| 4. | By doing proper study of E-commerce he can do export/import business.                |
| 5. | A student can do his own business.   |
| 6. | He can do legal practice in the field of trade and commerce.                         |
| 7. | He can get the job easily in trade and commerce, industry.                           |

Suggested References:

| Sr. No. | References  |
|---------|---|
| 1.      | <b>Bare Acts:</b><br>1. Indian Contract Act, 1872   |
| 2.      | <b>Reference books:</b><br>1. The Law Of Contracts, Cheshire & Fifoot, An<br>2. Indian Contract, Jeevan Kapur, N. M. Tripathi Pvt. Ltd.<br>3. Law Of Contract-1 by Dr. Y. S. Sharma,<br>4. Indian Contract Act, Mulla<br>5. Contract, Dutt<br>6. Indian Contract Act, Mulla & Pollock<br>7. Law Of Contract, Avtar Singh<br>8. Elements Of Mercantile Law, N.D. Kapoor<br>9. Law Of Contract, Anson's<br>10. Contract Act P.R. Desai<br>11. An Introduction To Law Of Contract Atiyah |
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On-line resources to be used if available as reference material

On-line Resources

Swayam, Coursera, SCC Online

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