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Name...

Reg. No..

FIRST SEMESTER LL.B. (THREE YEAR UNITARY) DEGREE EXAMINATION, APRIL 2019

CP 01—LAW OF CONTRACTS

(2015 Syllabus Year)

Time : Three Hours

Maximum : 75 Marks

I. Answer any *five* questions. Each question carries 6 marks :

 (a) What is meant by *Consensus ad idem* ?

 (b) Distinguish between Express and Implied contract with suitable illustrations.

 (c) Briefly examine the remedies for the breach of a Contract.

 (d) Write a note on 'Intention to create Legal Obligations'.

 (e) Explain the benefits of E-Contracts.

 (f) What is meant by Standing offer ?

 (g) Discuss the different types of Quasi Contracts.

 (h) What is 'Undue influence' ?

(5 × 6 = 30 marks)

II. Answer any *two* questions. Each question carries 10 marks :

 (a) A agrees to pay B Rs. 1,000 if B will marry A's daughter C. C was dead at the time of the agreement. B claimed Rs. 1,000 from A. Decide.

 (b) 'P', by threat of suicide induced his wife and son to execute a contract to transfer some properties to his brother, 'Q'. On the basis of the contract 'Q' claimed the properties. Decide.

 (c) X entered into a contract with Y based on a provision in a Statute in India. Later on A and B found that they created the contract on the basis of a mistake committed by both parties with respect to the provision of the statute. X contended that the contract is a voidable one. Decide.

(2 × 10 = 20 marks)

III. Answer any *two* questions. Each question carries 12.5 marks :

 (a) Define Consideration and examine the necessity of consideration for the validity of a Contract.

 (b) Examine the principles governing Capacity of a party to enter into a Contract in India.

 (c) Discuss the different types of void agreements under the Indian Contract Act, 1872.

(2 × 12.5 = 25 marks)

FIRST SEMESTER LL.B. (THREE YEAR UNITARY) DEGREE EXAMINATION, NOVEMBER 2019

LL.B. (THREE YEAR UNITARY)

CP 01—LAW OF CONTRACTS

Time : Three Hours   Maximum : 75 Marks

I. Answer any *five* questions. Each question carries 6 marks :

    (a) Define Proposal and Acceptance with suitable examples.

    (b) Examine the principles governing competency of a person to enter into a contract on the ground of Mental Incapacity.

    (c) Write a note on Contracts opposed to public policy.

    (d) Explain General offer with the help of case laws.

    (e) What is 'Invitation to Treat' ?

    (f) What is Past consideration. Examine the difference between Indian and English Law.

    (g) Explain the different types of E-contracts.

    (h) Examine the circumstances under which an injunction is refused under the Specific Relief Act, 1963.

                              (5 × 6 = 30 marks)

II. Answer any *two* questions. Each question carries 10 marks :

    (a) A chartered B's ship for loading a cargo within 30 days. But before the expiry of the period A repeatedly informed B that he could not fulfil his promise of loading the cargo. But B decided to wait for 30 days for fulfillment of the promise. On 29th day a war is broken out at the place of loading. Thereafter B filed a suit for breach of contract. Decide.

    (b) S entered into a contract with M, his Master whereby S covenants not to set up business of his own after leaving M's employment. After the termination of the employment, S started a similar business. M initiated an action for breach of contract against S. Decide.

    (c) A contract is made between a minor and the Cricket Association for coaching of minor for a period of one year at 50 % discounted fees. The minor paid the whole fees but the cricket association failed to fulfil the contract and contended that minor's contract is not a valid contract. Decide.

                              (2 × 10 = 20 marks)

III. Answer any *two* questions. Each question carries 12½ marks.

   (a) Examine the essential requirements of a valid Contract.

   (b) Discuss the principles governing determination of Damages for breach of a Contract. What is the rule in Hadley v Baxandale ?

   (c) What is meant by Specific Performance of Contract ? Discuss the contracts which cannot be specifically enforceable under The Specific Relief Act, 1963 ?

                                                                      (2 × 12½ = 25 marks)

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FIRST SEMESTER LL.B. (THREE YEAR) DEGREE EXAMINATION NOVEMBER 2015

CP 01—LAW OF CONTRACTS

(2015 Admissions)

Time : Three Hours

Maximum : 75 Marks

Answer any **five** *questions.*
Each question carries 6 marks.

I. (a) Explain the essentials of a valid offer.

(b) Distinguish between a voidable contract and a void contract.

(c) Discuss how undue influence vitiates a contract.

(d) Explain the rule of privity of contract and its exceptions.

(e) Briefly explain the equitable doctrine of restitution.

(f) Distinguish between liquidated damages and penalty.

(g) Explain authentication of electronic records by digital signature.

(h) What do you mean by electronic signature certificates ?

(5 × 6 = 30 marks)

Answer any **two** *questions.*
Each question carries 10 marks.

II. (a) The plaintiff was an applicant for the headmastership of a school. The managers resolved to appoint him but the decision was not communicated to him. One of the members informed this to the plaintiff, in his individual capacity. However, the managers cancelled their resolution and the plaintiff sued for breach of contract. Decide.

(b) A promised to donate Rs.2,00,000 towards the construction of a municipal hall. After the tenders given to a contractor to build the same, A refused to pay the amount. Can the amount be recovered from A. Give reasons.

(c) A provides B's child with food and accommodation while B was away from home, upon the promise by B that he will repay A, the expenses incurred. However B' never fulfills his promise and hence A brings an action against B. Decide.

(2 × 10 = 20 marks)

Answer any **two** *questions.*
Each question carries 12½ marks.

(a) "A stranger to a contract cannot sue on the contract but a stranger to a consideration can". Explain this statement with case laws and also compare with the position under English law.

(b) What is meant by perpetual injunction ? State the circumstances under which the court may grant perpetual injunction ?

(c) Explain anticipatory breach and its effect upon the rights of the parties.

(2 × 12½ = 25 marks)

FIRST SEMESTER LL.B. (THREE YEAR—UNITARY) DEGREE EXAMINATION, JUNE 2017

CP 01—LAW OF CONTRACTS

(2015 Admissions)

Time : Three Hours　　　　　　　　　　　　　　　　Maximum : 75 Marks

I. Answer any *five* questions. Each question carries 6 marks :

   (a)　Explain the essentials of a valid acceptance.

   (b)　Write a note on minor's liability for the necessaries supplied.

   (c)　Distinguish between wagering agreements and contingent agreements.

   (d)　Explain the remedy of rescission of contract and state its limitations.

   (e)　Discuss the concept of quasi contracts.

   (f)　Examine the extent to which specific performance is allowed.

   (g)　Briefly explain the different types of electronic contracts.

   (h)　Explain the grounds for the suspension and revocation of Digital signature Certificate.

$$(5 \times 6 = 30 \text{ marks})$$

II. Answer any *two* questions. Each question carries 10 marks :

   (a)　X offers to sell his estate to Y for 10 lakhs. Y makes a reply offering to purchase it for 8 lakhs. X refuses. Then Y expresses his willingness to purchase the estate for 10 lakhs as demanded by X. However, X refuses to sell his estate to Y. Y brings an action against X. Decide.

   (b)　A person borrowed a sum of money and agreed to work for the plaintiff without pay for a period of two years. In case of default, the borrower was to pay exorbitant interest and principal sum at once. The borrower defaulted and the lender enforced the bond against him. Decide

   (c)　The defendant contracted to sell a specified quantity of potatoes to be grown on his farm. But he failed to supply them as the crop was destroyed by a disease. The plaintiff brought an action against the defendant. Decide

$$(2 \times 10 = 20 \text{ marks})$$

II. Answer any *two* questions. Each carries 12.5 marks :

(a) Define fraud and its effect upon the enforcement of contract. Distinguish fraud from misrepresentation.

(b) Explain the various provisions under the Information Technology Act and the Contract Act in respect of e-contracts and its enforceability.

(c) Explain the principles followed for deciding remoteness of damages for the purpose of granting remedies for breach of contract.

(2 × 12.5 = 25 marks)