

Name:

Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, December 2020

Course: Law of Contract – I
Program: B. Tech Computer Science and Engineering with LL.B (Hons.)
(Cyber Law / Intellectual Property Rights)-2019
Course Code: CLCC1002

Semester: III
Time: 03 hrs.
Max. Marks: 100

Instructions: All questions are mandatory.
Kindly adhere to the word limit wherever provided.

S. No.	Section A	
	1. There are six questions in this section 2. Each Question carries 5 Marks 3. Instruction: Complete the statement / Select the correct answer(s)	CO
Q 1	A promises to B to give money or money's worth if an uncertain event happens or does not happen is agreement. A contract to do or not do something with reference to a collateral event happening or not happening iscontract.	CO1
Q 2	The principle that no one shall be allowed to enrich himself at the expense of another is known as: a. Quantum Meruit b. Quid pro quo c. Quasi Contract d. Nudum Pactum	CO1
Q 3	A sells 500 quintals of rice to B and B promises to pay the price on delivery. What is the name of promise in this case?	CO3
Q 4	A promises to paint a picture for B by a certain day, at a certain price. A dies before the day. The contract: a. can be enforced by A's representative b. can be enforced by B c. can be enforced by A's representative or by B d. cannot be enforced by A's representative or by B	CO3
Q 5	Where both the parties to an agreement are under mistake as to matter of fact, which is essential to the agreement, the agreement is void by virtue of which section of Indian contract Act:	CO1

	a. 20 b. 21 c. 22 d. 23	
Q6.	A agrees to pay rupees 100 to B on B stealing the purse of C. B manages to steal the purse of C and A does not fulfill his promise. Whether Court can compel A to pay B rupees 100?	CO3

SECTION B

1. There are five questions in this section

2. Each question will carry 10 marks

3. Instruction: Write short / brief notes

Q 7	Explain the validity of agreements in restraint of trade.	CO2
Q 8	What do you understand by 'breach of contract'? Explain the various types damages available for breach of contract.	CO2
Q 9	What is tender? What are the elements of a valid Tender?	CO2
Q 10	Amrit, Vikas and Shree are partners of trading business and jointly promises to pay Rs/- 60,000 to Krishana. Before the date of payment, Vikas became insolvent, but his assests are sufficient to pay one-fourth of his debts. Shree is compelled to pay the whole. Decide whether Shree is required to pay whole amount himself to Krishana in discharging joint promise?	CO3
Q 11	Explain the rules relating to standard form of contract.	CO2

SECTION-C

1. There is only one question in this section

2. Question carries 20 Marks

3. Instruction: Write long answer

Q 12	Mr. Mahi of delhi placed an order with Mr. Shuri of Ahmedabad for supply of 100 kgs of laddus at a contracted price of rupees 350 per kg with a month's time viz. before 09/11/2010. On 04/12/2010 Mr. shuri wrote an email to Mr Mahi stating that the price of ghee to be used in laddus was sky rocketing to 1250 per kg and because of which the price of laddus with be impact by 30 rupees per kg hence will not be able to supply as per original contract. Advise Mr. Mahi citing the legal position. Also, what will happen if the government imposes a ban on the movement of the ghee to arrest rise of prices.	CO4
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