

Name:	 UPES <small>UNIVERSITY WITH A PURPOSE</small>
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Online End Semester Examination, January 2021

Course: Law of Contract I	Semester: I
Program: BA/BBA/BCOM.LL.B.	Time 03 hrs.
Course Code: CLCC1002	Max. Marks: 100

SECTION A

1. Each Question carries 5 Marks. Attempt all.
2. Instructions: Read all questions carefully and write short notes on the followings:

S. No.	Question	CO
Q 1	What is 'Past Consideration'?	CO1
Q2	Distinguish between Offer and Invitation to Offer.	CO1
Q3	Distinguish between Wager and Illegal Contract.	CO1
Q4	What is 'Novation'?	CO1
Q5	What is a 'Counter Offer'?	CO2
Q6	Explain ' <i>consensus ad idem</i> '.	CO2

SECTION B

1. Each question will carry 10 marks. Attempt all.
2. Instruction: Analyze the given statements and answer the questions that follow.

Q 7	What is past, present and future consideration? Examine the validity of these types of consideration under Indian Contract Act, 1872.	CO2
Q 8	What is a Quasi Contract? Explain the types of Quasi Contracts with the help of relevant provisions and examples which have been described under Indian Contract Act 1872.	CO2
Q 9	Explain Breach of contract. Also Explain various remedies that are available for a breach of contract.	CO3
Q 10	What is Agreement in Restraint of Trade? Are there any exceptions to this?	CO3
Q 11	Explain the 'doctrine of frustration' in the light to statutory provisions and case law.	CO4

Section C

- 1. Each Question carries 20 Marks. (You may attempt ONLY ONE of the given questions.)**
- 2. Instruction: Write your answers with support of legal provisions.**

Q12	<p>'Damages have gained much significance especially among commercial transactions, and as punitive measures for violation of rights of concerned persons. The nature of damages granted across various areas varies significantly. The nature of damages used or sought for depends on the objective for which damages are being claimed for.' In the light of above excerpt explain the concept of damages for breach of contract under the Indian Contract Act, 1872. Also explain the different types of damages granted under the Act.</p> <p style="text-align: center;">OR</p> <p>Shagun Pvt Ltd, a caterer in Delhi entered into a contract with Mr. Singhal to supply food in his daughter's wedding. Accordingly, Shagun Pvt. Ltd. prepared and supplied the food to Firsthour, a noted transport service provider in Delhi to further deliver the entire consignment in Gurgaon in the Wedding of Mr. Singhal's Daughter. The officials of Firsthour were well aware of the purpose for which the food was to be delivered and it was their promise of speedy delivery which solicited Shagun Pvt Ltd to enter into a contract with them. The terms of contract specifically mentioned that in the event of non-delivery or delayed delivery Shagun would be entitled to demand full payment of consignment from Firsthour.</p> <p>Unfortunately, the food was supplied at a highly belated time only after the guest had left the party and Mr. Singhal had to order food from nearby restaurant at a much higher rate and with lot of embarrassment in front of the guest. Mr. Singhal sued Shagun Pvt. Ltd on account of –</p>	CO4
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- Losses suffered due to breach of contract by Shagun Pvt. Ltd.
- Losses suffered due to payment of higher rate for last hour arrangement of food
- Losses suffered on account of loss of reputation

All the above claims of Mr. Singhal were allowed by the Court of Law.

After paying to Mr. Singhal, Shagun Pvt. Ltd. sued Firsthour on account of –

- Losses it had suffered due to non-delivery of food Mr. Singhal i.e. for the breach of contract
- Losses it had to pay to Mr. Singhal towards last minute arrangement of food and much higher rate of the same
- Losses it had to pay to Mr. Singhal on account of loss of his reputation
- Damages for breach of contract by Firsthour.
- Lastly loss of goodwill of Shagun Pvt. Ltd due to the callous action of Firsthour.

Decide the liability of Firsthour to Shagun Pvt. Ltd.?