



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, December 2021

Course: Law of Contracts I
Program: B. Tech CSE LL.B (Hons.) (Cyber Law/IPR)
Course Code: CLCC1002

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

SECTION A
(Scan and upload)

5Qx4 M=20 Marks

Q.NO		Marks	CO
1	Distinguish between Wager and Illegal Contract.	4	1
2	Distinguish between offer and a quotation	4	1
3	What is unlawful agreement?	4	1
4	What is Novation?	4	1
5	What is privity of Contract?	4	1

SECTION B
(Scan and upload)

(Conceptual based question)

4Q x 10M=40 Marks

Q.NO		Marks	CO
6	“Under the Indian Contract Act, there are certain relations resembling those created by a contract”. Analyse the statement and provide instances of these kinds of relations imposed under Contract Act.	10	2
7	What is Breach of contract. Analyse the rights and obligations of the parties in case of anticipatory breach of Contract.	10	2
8	When is a contract said to be induced by undue influence? What essentials are to be proved and by whom if a contract is sought to be avoided on the ground of undue influence?	10	3
9	Discuss how far agreements in restraint of trade are enforceable in India.	10	3

SECTION-C
(Scan and upload)

(Descriptive/Analytical Questions)

2Qx10M=40 Mark

Q.NO		Marks	CO
10	Mr.A is a famous singer and songwriter in Dehradun. A entered into a contract with B to listen to a first recording of B's song once it was finished, and to provide feedback. It was agreed that payment will be	20	4

	<p>given after feedback has been provided. Before B could have finished recording the song, Mr. A became deaf as a result of this A cannot now fulfil her obligations under the contract.</p> <p>Mr.B has filed a suit claiming for compensation whereas Mr.A’s contention in the court is that the contract has been frustrated due to impossibility.</p> <p>What is the best advice you can give to B under these circumstances when it has become impossible to perform the contract.</p> <p>Decide with the help of relevant cases and provisions and how far doctrine of frustration can be or can not be taken into consideration in this case.</p>		
11	<p>X, (Plaintiffs) a firm in Bombay of shoe manufactures, contracted to supply a certain quantity of shoes to a firm in London for the use of the French Army at an unusually high price.</p> <p>The shoes were to be delivered by 10th of March 2021. When the lot was ready to dispatch they consigned the shoes with the defendants, airways company telling them that the consignment must reach by 10th March 2021 as delivery is required for specific purpose. The consignment was delayed and the consignee refused to accept the delivery of the same.</p> <p>X (Plaintiffs) with no option left ultimately sold them in the market at about half their contract price.</p> <p>Plaintiff is claiming for following:</p> <ol style="list-style-type: none"> 1. X brought an action against the defendants for delay in delivering the shoes. 2. X claimed the difference between the price at which they had contracted to sell the shoes and the price they ultimately fetched. <p>Decide with the help of relevant provisions and case laws also explain fully principles on which the court would measure and award damages for breach of contract.</p>	20	4