


Name:			
Enrolment No:			
UNIVERSITY OF PETROLEUM AND ENERGY STUDIES End Semester Examination, December 2022			
Course: Law of Contracts I Program: BA/BBA/B.Com LLB & LL.B Course Code: CLCC 1002		Semester: 1st Sem Time : 03 hrs. Max. Marks: 100	
Instructions: Please start each section on a fresh page Please pay attention to the word limit mentioned for each question All your answers must be supported by appropriate authorities (cases, sections, etc)			
SECTION A (5Qx2M=10Marks)			
S. No.	Answer in 25 words or lesser	Marks	CO
Q 1	Define 'Privity of Contract'.	2	CO1
Q 2	Outline the essentials of a Wagering Agreement.	2	CO1
Q 3	Compare between Duress and Coercion.	2	CO1
Q 4	Discuss the Doctrine of Quantum Meruit.	2	CO1
Q 5	Highlight the meaning of Contingent Contract.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
	Answer each question in 100 words or lesser		
Q 6	Summarize the kinds of 'Mistake' under the Indian Contract Act, 1872. Explain the effect of ' <i>mistake of law</i> ' on Contract.	5	CO2
Q 7	Discuss the grounds when a contract can be stated to be induced by Undue Influence.	5	CO2
Q 8	"A mere mental assent is not a sufficient acceptance of an offer and silence cannot be prescribed as a mode of acceptance." Interpret the above statement in the light of relevant case law.	5	CO2
Q 9	Comment on the term "Standard Form of Contracts" with the help of illustrations.	5	CO2

Q 10	“The doctrine of frustration is really an aspect of a part of law of discharge of contract by supervening impossibility or illegality of the act agreed to be done.” Draw an inference on above statement with suitable case laws.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
	Answer each question in 250 words or lesser		
Q 11	Arjun invited Karan to a dinner at his house on Saturday. Karan hires an Uber cab and reaches Arjun’s house at the appointed time, but Arjun failed to perform his promise. Karan feels insulted and filed a suit for recovery of the amount of Rs. 500 which he had spent on hiring the Uber. Deduce the remedy available to Karan while supporting your answer with suitable case laws.	10	CO3
Q 12	“Although as a general rule an acceptance of an offer ought to be notified to the person who makes an offer but sometimes intimation of acceptance may be dispensed with expressly or impliedly.” Examine the validity of above statement in the light of relevant judgments.	10	CO3
SECTION-D (2Qx25M=50 Marks)			
	Answer each question in 400 words or lesser		
Q 13	<p>a) ‘A’ owes ‘B’ Rs. 50,000 but the debt is barred by limitation. A makes an oral promise to pay B, Rs. 25,000 on account of debt. Analyse whether contractual obligations can arise in this case.</p> <p>b) Mrs. Shanti, a widow enfeebled by disease and old age is induced by Ms. Kanti’s influence over her as her care giver to agree to gift her house to Ms. Kanti in preference to her legal heirs. She executes a gift deed in favour of ‘Ms. Kanti’ but after three months of execution seeks to cancel the gift deed on the ground of undue influence. Will she succeed? Analyse and apply the relevant provisions and decided case laws to decide the above stated dispute.</p>	10 15	CO4
Q 14	‘Mr. Anand’ booked a hall in Hotel Oberoi in Delhi for the engagement ceremony of his daughter. He invited about 200 guests and booked about 50 rooms for outstation guests. The Hotel agreed to serve dinner in the	25	CO4

	<p>hall as well as ensure music performance by the leading band in the city. A South African dance troupe engaged by 'Mr. Anand' was also allowed to perform by the hotel authorities. The Hotel authorities cancelled the contract just one day before the engagement ceremony. 'Mr. Anand' was forced to organize the function in a small Community Hall in his neighborhood and rearrange the stay of his out-station guests in some other Hotel at higher charges. 'Mr. Anand' had to cancel the performance by African dance troupe because of lack of space and facilities but had to pay them anyway. He had to undergo a lot of inconvenience and mental tension. He had a tough time informing guests about the change of venue and incurred unnecessary and high telephone expenses. Mr. Anand sues the Oberoi authorities and claims general as well as special damages. Will he succeed? Analytically decide the above problem citing relevant case laws.</p>		
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