


Name: Enrolment No:			
UNIVERSITY OF PETROLEUM AND ENERGY STUDIES End Semester Examination, December 2022 Course: Principles of Contract Law Program: BA. Legal Studies Course Code: CLCC1013			
		Semester: I Time: 03 hrs. Max. Marks: 100	
Instructions:			
SECTION A (5Qx2M=10Marks)			
S. No.	Comment on the following:-	Marks	CO
Q 1	Consideration must result in a benefit to both the parties to a contract.	2	CO1
Q2	A social invitation, if it is accepted, creates legal relations.	2	CO1
Q3	A specific offer may be accepted by any one	2	CO1
Q4	Doctrine of Estoppel as provided under Indian Evidence Act, 1872 is applicable against minors as well.	2	CO1
Q5	Section 71 of Indian Contract Act, 1872 talks about “Statutory Bailment”	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 6	What do you mean by the term Consideration? Explain the rule- “NO CONSIDERATION MEANS NO CONTRACT”. Are there any Exceptions to his rule.	5	CO2
Q 7	“Agreement in restraint of trade is void”. Comment.	5	CO2
Q 8	Differentiate between General and Special Damages.	5	CO2
Q 9	Explain the concept of Quasi Contract.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 10	Write short notes on the following: - a) Special terms and conditions of the offer must be communicated	10	CO3

	c) Cross Offer		
11	<p>Decide, in the light of above facts, whether there is a binding contract in the following cases:-</p> <p>i) If the letter of acceptance is lost in the transit and never reaches B and acceptance is not revoked by A.</p> <p>ii) B revokes his offer and the letter of revocation of letter reaches A on 6-12-2005.</p>	10	CO3
SECTION-D			
(2Qx25M=50 Marks)			
Q 12	<p>a) X writes to Y and says: "I hear that you are thinking of selling your T.V. If it is in good condition and if the price is right, I would like to buy it. Please advice by return post"</p> <p>Y wrote back saying: "The television is in good working order and is cheap at Rs. 8,000."</p> <p>To this X replied saying: "I accept your offer and will buy the T.V. for Rs. 8,000."</p> <p>Shortly after receiving this letter from X, Y received an offer of Rs. 10,000 from his friend. As a result Y now wishes to sell the T.V. to his friend. Advice Y. Would your answer be different if Y had said in his letter to X." The T.V. is in good working condition and cheap at Rs. 8,000. Please advice by return post whether you wish to have the television."?</p>	25	CO4
Q 13	<p>G, a Minor but tall and well built, obtains a loan of Rs. 15000 from H on a Promissory note by telling him that he has attained the age of majority and that he needed this money for his college education. G then purchased a costly wristwatch for Rs. 1,200 and presented it to his girlfriend. G spent Rs. 5,000 on furnishing his house and entertained his friends in a five star hotel at the cost of Rs. 4,000, purchased books and stationery costing Rs. 1,500 and deposited the balance in his bank account. On his failure to repay H sues G for the recovery of the loan after 5 years. Would your answer be different had the suit been instituted within 3 years from the date of default on the part of G?</p>	25	CO4