

Name:

Enrolment No:



**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**  
**End Semester Examination, December 2018**

**Course: Law of Contract I**

**Programme: B.TECH. (CSE), LL.B. (Hons.)Cyber Laws**

**Time: 03 hrs.**

**Instructions:**

**Semester: III**

**Course Code: CLCC 1002**

**Max. Marks: 100**

**SECTION A (Answer all questions)**

S. No.		Marks	CO
Q	Statement of question		
1	Write short notes on the following ( <b>Any Five</b> ) a) Revocation of offer b) Privity of contract in India c) Contingent Contract d) Click-wrap contracts e) Revocation of offer f) Agreement in restraint of marriage g) Define 'Fraud' under Indian Contract Act	<b>10</b>	<b>CO 1</b>

**SECTION B (Answer any two)**

Q	Statement of question		
2	Define and distinguish between wagering agreements and contingent contracts. Illustrate with case laws and examples.	<b>10</b>	<b>CO 2</b>
3	What is meant by free consent? Discuss all the essentials of free consent with relevant case laws.	<b>10</b>	<b>CO 2</b>
4	Write short notes on any two: a. Modes of protection in Standard Form Contracts b. Quasi- Contracts under Indian Contract Act c. E-contracts	<b>10</b>	<b>CO 3</b>

**SECTION-C (Answer any two)**

Q	Statement of question		
5	Discuss the principles of law laid down in Hadley vs. Baxendale for assessment of damages for breach of contract. How far Section 73 of the Indian Contract Act, 1872 incorporates the law laid down in the above said case?	<b>10</b>	<b>CO 3</b>
6	What is the effect of 'mistake of fact' and 'mistake of law' on a contract? Provide illustrations and case law in support of your answer.	<b>10</b>	<b>CO 2</b>

7	What do you understand by discharge of contract? Mention the ways in which a contract would be discharged under Indian Contract Act.	10	CO 2
<b>SECTION-D (Answer all questions)</b>			
Q	Statement of question		
8	Deepak owes Raghu Rs. 20,000 but the debt is barred by the Limitation Act. Deepak signs a written promise to pay Raghu Rs. 10,000 on account of the debt. Decide the fate of the contract.	12.5	CO 4
9	X, a moneylender, lends Rs. 50,000 to M (a minor) on the basis of a misrepresentation that he was of full age. Out of this amount Rs. 35,000 are spent by the minor for purchasing a two-wheeler scooter and Rs. 15,000 are spent on entertaining his friends in a Five-star Hotel. On M's failure to pay back the borrowed amount, X files a suit for recovery of Rs. 55,000 (inclusive of interest). Discuss with help of relevant provisions of Indian Contract Act and case law.	12.5	CO 4
10	J&K Housing Board offered to sell specified plots to the intending purchasers at Rs. 6,300/- per sq. mtrs. Out of the total cost, 20% was to be paid in advance as earnest money. Geeta, an intending purchaser, paid the requisite advance to the Board in 2002. However, the entire land of the Board was requisitioned by the Government of India on December, 2003 for certain military purposes. On April, 2004 the Board informed Geeta about the requisition of the land and further that the agreement having been render impossible of performance, treated as cancelled and the earnest money would be refunded in due course of time. Geeta insists that the Board must keep its promise and sell him the developed plot of land. Advise Geeta.	12.5	CO 4
11	Z, a builder, contracts to erect and finish a house by the first of January, in order that B may give possession of it at that time to C, to whom B has contracted to let it. Z is informed of the contract between B and C. Z builds the house so badly that, before the first of January, it falls down and has to be re-built by B, who, in consequence, loses the rent which he was to have received from C, and is obliged to make compensation to C for the breach of his contract. Analyse damages, if any, which B can claim from Z.	12.5	CO 4

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<b>Name of the College</b> <small>(Please tick, symbol is given)</small>	:	COES		CMES		COLS	☒
<b>Program</b>	:	B.TECH. (CSE), LL.B. (Hons.)Cyber Laws 2017					
<b>Semester</b>	:	III					
<b>Name of the Subject (Course)</b>	:	Law of Contract I					
<b>Course Code</b>	:	CLCC 1002					
<b>Name of Question Paper Setter</b>	:	Saket Sharma					
<b>Employee Code</b>	:	40001812					
<b>Mobile &amp; Extension</b>	:	9015518114,2083					
<b>Note: Please mention additional Stationery to be provided, during examination such as Table/Graph Sheet etc. else mention "NOT APPLICABLE":</b>							
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Note: - Pl. start your question paper from next page

**Model Question Paper (Blank) is on next page**

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**Instructions:**

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**Max. Marks: 100**

**SECTION A (Answer all questions)**

S. No.		Marks	CO
Q	Statement of question		
1	Write short notes on the following ( <b>Any Five</b> ) a) Shrink Wrap Contract b) Anticipatory Breach c) Difference between offer and invitation to offer d) Define 'Misrepresentation' under Indian Contract Act e) Unlawful agreement f) Un-liquidated damages g) Agreements in restraint of legal proceedings	<b>10</b>	<b>CO 1</b>

**SECTION B (Answer any two)**

Q	Statement of question		
2	Discuss and distinguish between Coercion and Undue Influence. Refer relevant case law.	<b>10</b>	<b>CO 2</b>
3	Analyse the definition of consideration given in the Contract Act, 1872 and explain its main elements. Explain the meaning of past, present and future consideration with examples.	<b>10</b>	<b>CO 2</b>
4	What do you understand by breach of contract? Explain in detail the various remedies that are available for a breach of contract. Cite relevant case laws.	<b>10</b>	<b>CO 3</b>

**SECTION-C (Answer any two)**

Q	Statement of question		
5	"The consequences of breach of contract may be endless, but there must be an end to liability. The defendant cannot be held liable for all that follows from his breach of contract." Discuss the principle of 'measure of damages' under Indian Contract Law in the light of the above statement.	<b>10</b>	<b>CO 3</b>
6	Write short notes on any two: a. Standard form contracts b. Contingent Contracts c. Quasi Contracts	<b>10</b>	<b>CO 2</b>

7	What do you understand by discharge of contract by frustration? Explain the 'doctrine of frustration' in the light to statutory provisions and case law.	10	CO 3
<b>SECTION-D (Answer all questions)</b>			
Q	Statement of question		
8	Sohan, a well-built young boy of 17 years of age by fraudulently misrepresenting himself to be of 19 years, agreed to sell a plot of land to Aslam for Rs. 90 lakhs and took an advance of Rs. 20 lakh from Aslam at the time of registration of sale deed within 60 days of the agreement to sell. Later on Sohan refuses to execute and register the sale deed, Aslam files a suit for specific performance of contract or refund of advance paid. Decide with reference to statutory provisions and decided cases.	12.5	CO 4
9	The management board of 'Lord Hanuman Temple' Dehradun decided to construct 'Niwas' for the devotees. It approached Shyam Singh for subscription. Shyam Singh promised to pay a sum of Rs. two lakhs for construction of the said building. Later on, Shyam Singh declined to pay the promised amount as his supporters had not been inducted in the management board. The board try its best to persuade Shyam Singh that it did not make any such promise that the said contribution is subject to his supporters being inducted in the Board. Shyam Singh is adamant not to pay the amount. Could Shyam Singh be legally compelled to pay the above said promised amount? Please advise the management board of 'Lord Hanuman Temple'.	12.5	CO 4
10	Whether a contract of employment entered into by Mr. X with M/s Infotech Ltd. located in Delhi, which prohibited X from engaging in similar business in India as that of the M/s Infotech Ltd during his employment and for a further period of 3 years after the termination of X's employment, is violative of any provisions of Indian Contract Law?	12.5	CO 4
11	During the rainy reasons when Malaria was assuming epidemic proportions in Noida, Insectkill Co. Ltd. announced by advertisement that whosoever light their popular mosquito repellent (DragonSmoke) in their room during sleeping hours will not be hit by malaria. One condition of the use mentioned in the advertisement was that the windows of the room during sleeping hours should remain closed. Further it was announced that if anyone is still hit by malaria caused by insect bite, s(he) will be compensated with Rs. 20,000. Dhyanchand files a suit against the Insectkill Co. Ltd successfully providing that he had bought DragonSmoke and still contracted Malaria. The Co. refuses to pay compensation and defends by saying that how could the plaintiff prove that he always used the repellent during sleeping hours and with window closed which is an essential condition of the contract. Decide the case and support your answer with legal provisions and decided cases.	12.5	CO 4

