

Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, December 2018

Program: B.B.A., LL.B. (Hons.) Corporate Law; B.B.A., LL.B. (Hons.) Banking, Insurance and Finance/International Trade and Investment Law; B.A., LL.B. (Hons.) Energy Law; B.A., LL.B. (Hons.) Criminal/Labour/Constitutional Law; B.Com., LL.B. (Hons.) Taxation Law/ Media and Entertainment Law; B.Sc., LL.B. (Hons.) IPR/Food, Health and Environment/Medical and Forensic Law

Semester: I

Course: Law of Contract I

Course Code: CLCC 1002

Max. Marks: 100

No. of page/s: 02

Duration: 3 Hrs

SECTION A (Answer all Questions)

Q. No.	Question	Marks	CO
1	Cundy v. Lindsay deals with	[01]	CO 2
2	<i>Quantum meruit</i> means	[01]	CO 3
3	There is an agreement between A and B which provides that if it rains a particular day, A will pay B Rs. 100/- and if it does not rain B will pay the same amount to A. it is a	[01]	CO 1
4	Appropriation by law is given under section of Indian Contract Act, 1872.	[01]	CO 3
5	Taylor v. Caldwell is a leading case on section of Indian Contract Act, 1872.	[01]	CO 4
6	When a fresh contract is entered into to discharge the old contract, it is called.....	[01]	CO 4
7	Agreements in restraint of marriage exceptis void.	[01]	CO 2
8	Where place of performance is not specified, the promisor need not perform the contract. True/False	[01]	CO 4
9	All illegal agreements are void; but all void agreements are not illegal. True/False	[01]	CO 1
10	A standing offer is also known as tender. True/False	[01]	CO 2

SECTION B (Answer all Questions)

11	Distinguish between Contingent Agreements and Wagering contracts. Whether life insurance is a wager or not?	[05]	CO 2
12	Explain the circumstances under which an agreement can be declared void if the court regards it as opposed to public policy.	[05]	CO 2
13	Write a short note on any two: –	[05] × 02= [10]	

	Standard form contracts.		CO 3
	Online Contract.		CO 2
	Government, administrative or legislative interventions as a ground for frustration of a contract.		CO 4
	Factors that make time of essence in a contract.		CO 3
SECTION-C (Answer any two)			
14	What is the meaning of fraud? Describe, with the help of case laws and relevant provisions, the essentials of it and the effect of fraud on an agreement under Indian Contract act, 1872.	10	CO 2
15	What is the meaning of “discharge of contract”? Describe, with the help of case laws and relevant provisions, the ways in which a contract may be discharged under Indian Contract Act 1872	10	CO 4
16	What is meant by Quasi Contract? Explain the types of Quasi Contracts with the help of case laws and relevant provisions that have been described under Indian Contract Act 1872.	10	CO 3
SECTION-D (Answer all Questions)			
17	A, a Delhi based doctor, employed another doctor, B, as an assistant for a period of 3 years on a salary of Rs. 5000/- per month. The agreement between the two provided that after the termination of his employment B should not practice as a doctor in Mumbai within a radius of one Kilometer of A’s dispensary for a period of one year and if B did so, he should pay Rs 20,000/- to A as a liquidated damages. Immediately after the termination of his employment B began to practice as a doctor next door to A’s dispensary. A thereupon sued B for the recovery of Rs. 20,000/-. How would you decide?	[12.5]	CO 2
18	Ajay, Vijay and Sanjay are partners of AVS Software Partnership Firm and jointly promise to pay sixty thousand rupees to Kartik. Over a period of time, Vijay became insolvent, but, his assets are sufficient to pay one-fourth of the debts. Sanjay is compelled to pay the whole debt. Decide whether Sanjay is required to pay the whole debt amount himself to Kartik in discharging the promise.	[12.5]	CO 4
19	O contracts to sell and deliver to P, on 1st Oct, 2017, one hundred bales of cotton which P intended to use for manufacturing school uniforms for which there is no demand except in the months of November and December. The cloth is not delivered till 15th December, when it is too late to be used that year for making uniforms. P sues O for damages for the expenses incurred by him in preparing for the manufacture and for the profits, which he is expected to obtain by making uniforms. Determine.	[12.5]	CO 4
20	The managing director of a theatre gave instructions that no tickets to be sold to S. S, knowing this, asked a friend to buy a ticket for him. With this ticket, S went to the theatre but was refused admission. He filed a suit for damages for breach of contract. Would he succeed?	[12.5]	CO 2

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SECTION A (Answer all Questions)

Q. No.	Questions	Marks	CO
1	Match the following- 1) Section 59 2) Section 60 3) Section 19-A 4) Section 73 Part III 5) Gherulal Parakh v. Mahadeodas	a) Agreements opposed to Public Policy. b) Damages in case of Quasi Contract. c) Appropriation by debtor. d) Appropriation by creditor. e) Effect of Undue Influence.	[5] CO 2
	Identify the fallacy if any in the below stated illustrations- (Re-write the correct statement and in case of no error, kindly write "NO ERROR" with reasons)		
2	There is no distinction between illegal and void agreements.	[1]	CO 1
3	Agreements, with inadequate consideration, are void.	[1]	CO 2
4	<i>Suggestio falsi</i> is provided under section 18(3) of Indian Contract Act, 1872.	[1]	CO 2
5	Doctrine of Mitigation of loss is not provided under Indian Contract Act, 1872.	[1]	CO 4
6	Unilateral alteration of a contract is valid under the Indian Contract Act, 1872.	[1]	CO 4

SECTION B (Answer all Questions)

Write short notes on any 04 of the following.

7	Coercion.	[05]	CO 2
8	Revocation of offer & acceptance.	[05]	CO 3
9	Standard Contract.	[05]	CO 1
10	Theory of Accord and Satisfaction.	[05]	CO 4
11	Anticipatory breach of Contract.	[05]	CO 4

SECTION-C (Answer any two)

12	What is meant by Agreement in Restraint of Trade? Are there any exceptions to this?	[10]	CO 2
13	What is meant by promissory estoppel? Describe with the help of case laws and relevant provisions.	[10]	CO 2
14	“The doctrine of Frustration is really an aspect or part of the law of discharge of Contract by reason of supervening impossibility or illegality of act agreed to be done.” Analyze this statement by referring to relevant provisions and case laws.	[10]	CO 4

SECTION-D (Answer all Questions)

15	Sohan induced Suraj to buy his motorcycle saying that it was in a very good condition. After taking the motorcycle, Suraj complained that there were many defects in the motorcycle. Sohan proposed to get it repaired and promised to pay 40% cost of repairs. After a few days, the motorcycle did not work at all. Now Suraj wants to end the contract. Decide with the reasons.	[15]	CO 3
16	a. S & Co., a firm of printers, agree to print 1,000 copies of book for B & Co., a firm of publishers. After printing, the book and delivering all copies to B & Co. discover for the first time that parts of the book are libelous. B & Co. are now refusing to pay S & Co., the contract price. Advice S & Co.	[7.5]	CO 3
	b. A got property of B attached in execution of a money decree. The decree was a matter of fact against another person of similar name. In order to save his property from being sold away, B paid the amount of the decree. Subsequently, he sued A for getting the amount back. Will he succeed?	[7.5]	CO4
17	Mr. Seth, an industrialist, has been fighting a long drawn litigation with Mr. Raman, another industrialist. To support his legal campaign, Mr. Seth enlists the services of Mr. Shyam Sethmalani, a legal expert, stating that an amount of five lakh rupees would be paid, if Mr. Shyam Sethmalani does not take the brief of Mr. Raman. Mr. Shyam Sethmalani agrees, but, at the end of litigation Mr. Seth refuses to pay. Decide whether Mr. Shyam Sethmalani can recover the amount promised by Mr. Seth under the Indian Contract Act, 1872.	[10]	CO 2
18	X, Y and Z jointly borrow from Rs. 10,000/- from P. a. Whether P can recover the amount from X or Y or Z, or from all of them jointly? b. Whether the creditor can initiate an action for recovery against any one or more legal heirs of a debtor, on his death?	[10]	CO 4