



<b>Name:</b> <b>Enrolment No:</b>	
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**UPES**  
**End Semester Examination, May 2023**

**Semester: 2<sup>nd</sup>**  
**Time: 03 hrs.**  
**Max. Marks: 100**

**Course:** Electronic Contract  
**Program:** LL.M  
**Course Code:** CLCY7003P

**Instructions:**

**SECTION A**  
**(5Qx2M=10Marks)**

S. No.		Marks	CO
Q 1	Define Acceptance.	2	CO2
Q 2	Which provision of contract act deals with definition of contract?	2	CO1
Q 3	Is consideration necessary for a contract. Elaborate.	2	CO2
Q 4	What is a online contract.	2	CO2
Q 5	What is a Shrink Wrap Agreements?	2	CO4

**SECTION B**

**(4Qx5M= 20 Marks)**

Q 1	Discuss in detail what is an E-Contract, its formation and types and what are the legal issues involved in E-Contract. Cite relevant case laws and provisions.	5	CO3
Q2	Write decision of court of the below mentioned case: <ul style="list-style-type: none"><li>Harvey v. Facey</li></ul>	5	CO4
Q3	What are the essential ingredients of undue influence and how a plaintiff who seeks relief on this ground should proceed to prove his case and when the defendant is called upon to show that the contract was not influenced by undue influence.	5	CO3
Q4	Whether a minor who, by falsely representing himself to be a major has induced a person to enter into a contract is estopped from pleading his	5	CO1

	minority to avoid the contract.		
<b>SECTION-C</b>			
<b>(2Qx10M=20 Marks)</b>			
Q 1	<p>Ramaswami proposed to sell his house to Ramanathan. Ramanathan sent his acceptance by Email. Next day, Ramanathan sends a telegram withdrawing his acceptance. Examine the validity of the acceptance in the light of the following:</p> <p>(i) The Telegram of revocation of acceptance was received by Ramaswami before the Email of acceptance</p> <p>(ii) The telegram of revocation and email of acceptance both reached together.</p>	<b>10</b>	<b>CO1</b>
Q 2	Discuss the law governing communication of acceptance and explain when communication of acceptance is complete when it is sent by post, telephone e-mail & whatsapp.	<b>10</b>	<b>CO3</b>
<b>SECTION-D</b>			
<b>(2Qx25M=50 Marks)</b>			
Q 1	<p>M Ltd. did E-Contract with Shanti Traders to make and deliver certain machinery to them by 30.6.2004 for rs 11 lakh. Due to labour strike, M. Ltd. could not manufacture and deliver the machinery on time to Shanti Traders and communicated this to them on email by 25.06.2004. Shanti traders did not received the e-mail sent by M Ltd. and were awaiting for the machinery till last date due to which they suffered heavy losses. Advise Shanti traders if they are entitled for compensation due to negligence and breach of E-Contract done M Ltd.? Cite relevant provisions with case Laws.</p>	<b>25</b>	<b>CO2</b>
Q 2	<p>‘A’ residing in Delhi makes an offer over Email to ‘B’ who is based in Chandigarh. B’ receives the offer in Chandigarh for supply of construction material and immediately accepts the offer at Chandigarh. ‘B’ fails to supply the construction material. ‘A’ wants to file a suit for recovery of damages resulting from breach of contract but is in doubt</p>	<b>25</b>	<b>CO1</b>

	<p>about the jurisdiction of court at Delhi as his offer was received and accepted at Chandigarh. Even the payment was to be made at Chandigarh. Advise 'A' as to where jurisdiction for his suit for breach of contract lies in the light of the decided cases.</p>		
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