

Reg. No. :

Name :

**Second Semester B.A. LL.B/B.Com. LL.B/B.B.A. LL.B
(Five Year Integrated) Degree Examination, January 2023**

Paper V – LAW OF CONTRACT

(2020 Admission onwards)

Time : 3 Hours

Max. Marks : 80

PART – A

Explain any **six** of the following. **Each** question carries **2** marks. Answer should not exceed **50** words each.

1. Offer and invitation to treat
2. Intention to create legal relations
3. *Consensus ad idem*
4. Wagering agreement
5. Unconscionable bargain
6. Liquidated and unliquidated damages
7. Fraud and misrepresentation
8. Public policy

(6 × 2 = 12 Marks)

P.T.O.

PART – B

Answer any **four** of the following. **Each** question carries **5** marks. Answers should not exceed **150** words each.

1. Privity of Contract
2. What is meant by novation of a Contract? What is its effect on a contract?
3. Butler Machine Tools Co. v. Ex-Cell-o-Corpn [1979] 1 All ER 965.
4. Contingent Contracts.
5. Write a note on 'mistake as to identify of person'.
6. What is meant by adequacy of Consideration? Refer to decided cases.

(4 × 5 = 20 Marks)

PART – C

Answer any **four** of the following. **Each** question carries **6** marks.

1. Rahul got a watch from the road while he was returning from office. Finding it very costly he advertised in two newspapers having substantial circulation. Rahul kept it for two weeks. The owner came and identified some damages to the watch which according to him happened while the watch was in the custody of Rahul. Discuss the remedies for both parties.
2. X a merchant in Delhi, sent his son Z to Kochi with a letter for Y, a merchant in Kochi. In the letter he offered to sell to Y a quantity of cloth and required Y to give his reply to Z. Y sent away Z without any reply, but later decided to accept the offer of X by telegram. The telegram reached X before Z's return. Has a valid contract come into existence?
3. The defendant promised to marry the plaintiff on the death of his father. During the father's life-time the defendant announced his intention not to fulfill the promise and he broke off the engagement. The plaintiff brought an action against him at once without waiting for the death of his father. Can she do so? Discuss.

4. X, a cashier of a company had misappropriated Rs.25000/- of the company. Being threatened with criminal prosecution by the company, A executed a promote for the amount in favour of the company and to secure repayment of the same, deposited the title deeds of the house with the company. The company sued to enforce the equitable mortgage. The defence of A was that it was induced to by undue influence, Could A succeed?
5. Cadbury Company offered a music CD of 'Imaginary Fire' at discount price to anyone who produced Wrappers of Dairy Milk Chocolate worth Rs.500/-. These wrappers when received were thrown away by Cadbury Company as they were sheer waste. The Music Company claimed royalty at 6.5% of the actual selling price of the music CD from Cadbury Co. Cadbury Co. contended that the wrappers did not form part of the Consideration as they were of no use to them. Decide.

(4 × 6 = 24 Marks)

PART – D

Answer any **two** of the following. **Each** question carries **12** marks.

1. Discuss the position of a minor in contract law in respect of entering into contracts. Refer to decided cases.
2. Explain the concept of 'free consent'. What are the factors that vitiate 'free consent' in Contract Law?
3. Explain the cases in which the court may properly exercise discretion not to decree specific performance.

(2 × 12 = 24 Marks)

