

Reg. No. : .....

Name : .....

**Second Semester B.A. LL.B./B.Com. LL.B./B.B.A. LL.B. (Five Year Integrated) Degree Examination, February 2022.**

**Paper V : LAW OF CONTRACT**

**(2011 Admission Onwards)**

Time : 3 Hours

Max. Marks : 80

- I. Explain **any five** of the Following. Each question carries **2** marks. Answers should not exceed **50** words.
- Doctrine of accord and satisfaction
  - Immoral Agreements
  - Voidable agreement
  - Contracts uberrima fide
  - Coercion
  - Novation
  - Executory or Future Consideration

(5 × 2 = 10 Marks)

- II. Answer **any four** of the Following. Each question carries **4** marks. Answer should not exceed **120** words each.
- Distinction between fraud and misrepresentation
  - Agreements opposed to public policy
  - Minors liability for necessities

P.T.O.

- Anticipatory Breach of Contract
- Quantum Meruit

(4 × 4 = 16 Marks)

- III. Answer **any four** of the following questions. Each question carries **6** marks.
- A agrees to buy from B a certain horse. It turns out that the horse was dead at the time of bargain. But neither party was aware of that fact. Whether the agreement is enforceable?
  - A customer picks up an article in self-service store and takes it to the cashiers desk to pay for it. However cashier does not allow him to purchase it. The customer sues him for breach of contract. Decide.
  - Mr. X promises his wife Mrs. X that he would get her a gold necklace if she makes a special dish for him. Mrs. X made the special dish. But Mr. X did not get her the necklace. Whether Mrs. X can enforce the promise. Decide.
  - A promises to obtain B a Government Job. B agrees to pay 5 lakhs Rupees and paid an advance of Rs. 50,000/-. A did not fulfils the promise and B wants to file suit against A. Decide.
  - Mr. P a physician appoints an assistant B for a term of 3 years and binds him that he shall not take up independent practice or employment with any other physician during this period. But B takes up independent practice. What remedy is available top?

(4 × 6 = 24 Marks)

- IV. Answer **any three** of the following. Each question carries **10** marks.
- Explain the doctrine of ex nudo pacto non oritur actio. What are the exceptions to this rule?
  - What is a wagering agreement? What are the essentials of wagering agreements?
  - Explain doctrine of frustration by way of discharge of contract.
  - Explain the principles on which specific performance of contract may be granted and may not be granted.

(3 × 10 = 30 Marks)