

Reg. No. :

Name :

Second Semester B.A. LL.B./ B.Com. LL.B. / B.B.A. LL.B. (Five Year Integrated) Degree Examination, January 2020

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 each.

- (a) Privity of contract
- (b) Minority as incapacity in Contracts
- (c) Effect of coercion in contracts
- (d) Misrepresentation
- (e) Reciprocal Promises
- (f) Balfour v. Balfour
- (g) Rescission

(5 × 2 = 10 Marks)

II. Answer **any four** of the following. Each question carries **4** marks Answers should not exceed **120** Words each.

- (a) What are the ingredients of a valid contract?
- (b) Explain the consequences of illegality of contracts.

- (c) Evaluate the rule in Hadley's case.
- (d) Elaborate on contracts that need not be performed.
- (e) Distinguish between coercion and undue influence.

(4 × 4 = 16 Marks)

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

- (a) The contract was to purchase a Maruti Alto Car. Unknown to both the parties to the agreement of sale, it was already destroyed in an accident. Decide the validity of the contract.
- (b) Two brothers on partition of the family property agreed between themselves to pay Rs. 5000/- each per month to their mother for her maintenance. They breached their agreement. Whether the mother, who is not a party to the contract, can enforce it?
- (c) Father promised to pay his son a sum of Rs. 1 Lakh if the son passes LL.B examination in first attempt. The son passed the examination in the first attempt itself. But father failed to pay the amount as promised. Son files a suit for recovery of the amount. State whether son can recover the amount.
- (d) X has agreed to deliver the goods to Y for certain price on 1.12.2017. Time is the essence of the contract. X fails to deliver the goods on the specified day. Y rescinds the contract and files a suit to claim damages. Decide.
- (e) X and Y jointly own Rs. 5,00,000/- to Z. X paid the entire amount to Z. Y, not knowing this fact paid the whole amount to Z. Can Y recover that amount from Z. Discuss the principles involved in it.

(4 × 6 = 24 Marks)

IV. Answer **any three** of the following. Each question carries **10** marks.

- (a) What do you understand by voidable contracts? When does a contract become voidable?
- (b) Explain the different modes of discharge of contracts.
- (c) What protection is accorded to a minor under the Law of Contract? Give answer with leading cases on the point.
- (d) What are contingent contracts? Explain the rules regarding enforcement of these contracts.

(3 × 10 = 30 Marks)
