

Reg. No. :

Name :

Second Semester B.A. LL.B/B.Com. LL.B./B.B.A. LL.B (Five Year Integrated) Degree Examination, February 2024

Paper V – LAW OF CONTRACT

(2020 Admission Onwards)

Time : 3 Hours

Max. Marks : 80

PART – A

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

1. Offer and Cross Offer
2. Consideration
3. Unjust enrichment
4. Undue influence
5. Void and voidable contracts
6. Non est factum
7. Rescission of contracts
8. Quantum meruit.

(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.

Write a note on “duty to disclose” in contract law.

Explain the law in relation to agreements in restraint of trade.

Discuss minority as a factor of vitiating contract. What is the foundation of the litigation when necessities are supplied to an infant? Discuss.

Explain the circumstances in which contracts are not specifically enforceable.

What is meant by tender of performance?

Postal Rule of Acceptance.

(4 × 5 = 20 Marks)

PART – C

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

Emerald Group wanted to expand its business all over the world. Emerald Group agreed with Mr. Neil, a business expert for doing it in Maldives. Mr. Neil agreed to prepare a report on business expansion and submit it within a period of 8 months. However, Emerald Group due to certain reasons, told Mr. Neil that they had dropped of business in Maldives. Despite such a communication, Mr Neil visited Maldives, spent three months there and submitted a report. Emerald group refused to pay the agreed amount of Rs. 30 lakhs to Neil. Mr. Neil approaches you. Advise him.

Hyder promised that he would donate Rs. 50,000/- towards the construction of the Town Hall by a Cultural Society. The Society invited tenders for the construction and entrusted the work with a contractor to put up the foundation and basement. Hyder later refused to pay the amount. Can the Society recover the amount from Hyder? Give reasons.

3. Mr. Sathish bought a house and mortgaged it in his name for an amount of Rs. 10 lakhs. Later, when he was in financial stringency, he told his daughter-in-law Sruthy to pay the balance amount of Rs. 6 lakhs in respective installments so that after the payment the ownership of the house would be transferred to Sruthy. Accordingly, Sruthy started paying the installments and continued payment for two years. In the meanwhile Sathish died and Sathish's daughters claimed the house. Advise Sruthy.
4. D finds an autographed copy of a book at P's secondhand bookshop. When he takes it to P for purchasing it P refuses to sell saying that it is not for sale. What is D's remedy?
5. Swetha, a minor joined as an apprentice in the Kalakshetra dance Company for a period of three years. As per the contract she is not allowed to take up any other dance programme except with the consent of the company neither could she marry without the permission of the Company during the apprenticeship. The company would pay her stipend during the period but had no obligation to find her suitable placement. The Company could terminate her without any notice. Aggrieved by these stringent terms. Swetha approaches you for advice. Advise her.

(4 × 6 = 24 Marks)

PART – D

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

1. The rule in English law is that past consideration is no consideration. State the exceptions to the rule. What is the Indian law on the point?
2. What is meant by frustration? Discuss the situations in which the doctrine of frustration applies. Refer to decided cases.
3. Explain the term 'Remoteness of damage'. Discuss the rule in Hadley v. Baxendale.

(2 × 12 = 24 Marks)