



Reg. No. :

Name :

**Second Semester B.A. LL.B./B.B.A. LL.B./B.Com. LL.B. (5 Year Integrated)
Degree Examination, October 2015
Paper – V : LAW OF CONTRACT**

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) Consensus ad idem.

b) Cross offers.

c) Voidable contract.

d) Quantum meruit.

e) Wagering contracts.

f) Rescission of contracts.

g) Coercion.

(5×2=10 Marks)

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

a) Minor's contract.

b) "Ex turpi causa non oritur actio".

c) Is past consideration valid consideration ? Is there any difference between Indian law and English law on the point ?

d) What is 'misrepresentation' ? Distinguish it from "fraud".

e) Explain "Quasi Contracts".

(4×4=16 Marks)

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

a) A promised to B, a Chairman of a Village Panchayat, to subscribe Rs. 10,000 for the construction of a Panchayat Hall. On the basis of the above promise, B called for tenders and entrusted the work to a contractor. A now refuses to pay the amount. Can B file a suit against A for breach of contract ? Advise.



- b) The defendant promised to marry the plaintiff on the death of his father. During the life time of the father itself, the defendant announces his intention not to fulfil his promise and breaks of the engagement with the plaintiff. The plaintiff brings an action against the defendant without waiting for the death of the father. Can she do so ? Discuss.
- c) A, on board an English ship on the high seas, causes B to enter into an agreement by an act amounting to criminal intimidation under the Indian Penal Code. A afterwards sues B for breach of contract at Calcutta. The act of A was not an offence by the law of England. Has A employed coercion against B ?
- d) X promises to pay Y a sum of Rs. 10,000 if the ship of Y does not return. When can Y claim the money from X ? Is this a wagering agreement ?
- e) A agrees to buy from B a certain horse. It turns out that the horse was dead at the time of bargain, though neither party was aware of the fact. Discuss the nature of the agreement. **(4x6=24 Marks)**

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

- a) An agreement without consideration is void. Explain. Are there any exceptions to the above rule ?
- b) What are the various ways in which a contract is discharged ?
- c) Explain how damages are assessed for breach of contract. Examine the scope of the rule in Hadley V. Baxendale as a basis for determining the question of remoteness of damage and measure of damages.
- d) Explain the principles on which specific performance of a contract may be granted. Explain the circumstances in which contracts will not be specifically enforceable by the court.
- e) What are the rules regarding time and place for performance of contract ? Discuss about the contracts which need not be performed. **(3x10=30 Marks)**