

(i) Printed Pages : 3

(ii) Questions : 9

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LL.B. 1st Semester

1115

LAW OF CONTRACT

Paper—III

Time Allowed : Three Hours]

[Maximum Marks : 80

Note :—Attempt TWO questions each from Units II and III. Unit I is compulsory.

UNIT—I

1. (a) Contract by a 'Minor'
(b) Stifling Prosecution
(c) Novation
(d) Difference between Temporary and Permanent Injunction.

4×5=20

UNIT—II

2. Define 'offer'. Discuss its essential features in detail. Is there any difference between 'offer' and 'invitation to offer'? Discuss.

M/s Harmony, a firm dealing in readymade garments advertises in newspaper about clearance sale of their stocks. C, a customer visits the shop, picks up a shirt lying in the lot with price tag of Rs. 500/-, takes to salesman, asks him to pack the shirt and prepare the bill. Salesman discovers that shirt in question should have been in the lot of articles with price tag of Rs. 600/-, refuses to sell the shirt to C and tells him it was wrongly placed in the lot of articles with price tag of Rs. 500/-. Can C compel firm M/s Harmony to sell the particular shirt to C at Rs. 500/-? Discuss whether contract had been concluded.

- (a) A procured B a second wife during the life time of first wife on B's promise to pay him Rs. 50,000.
- (b) B, has promised to pay A Rs. 20,000/- for his horse, which has died before the contract, but A was ignorant of the death.
- (c) B promised to pay his son A Rs. 10,000/- if he would not marry C.

15

4. 'One of the most essential features of a valid contract is that there should be free consent of the parties to the contract'. In the light of the above statement discuss the validity of the contract where the consent has been procured by 'Fraud'. Discuss in detail the essential features of 'fraud'.

A entered a famous shop of jewellers at Delhi. He selected a few pieces of ornaments including a Diamond ring. After settling the price of the ornaments he gave a cheque of that amount to the jeweller by putting the signatures of one R, a famous man of Delhi, on the cheque. Thereafter he stated to the jeweller that all the ornaments were to be given as present to his prospective daughter-in-law in the marriage of his son and therefore they could be sent to him later, after the jeweller had encashed the cheque. However, he expressed his desire to take the diamond ring immediately as the same was to be given at the time of engagement on that very day. Relying on the statement of A, the jeweller let him take the diamond ring with him. A pledged that ring the same day for Rs. 2000 only with B. Can the jeweller claim the ring from B?

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5. Discuss the development of the Doctrine of 'Privity of contract and consideration'. Is there any difference between Indian and English law on this doctrine? Elaborate while giving Exceptions of the doctrine.

15

UNIT—III

6. What are the distinctive features of 'Quasi Contracts or certain relations resembling those created by contracts'? Discuss. Can compensation be claimed for failure to discharge obligations resembling those created by contract? Elaborate. 15
7. 'Claiming damages are one of the remedies available for the breach of contract'. Discuss the law on liquidated damages and Penalty as provided under the Indian Contract Act, 1872.

Plaintiff who was a tailor delivered a sewing machine and some clothes to defendant Railway company to be sent to a place where he expected to carry on his business with special profit by reason of a forthcoming festival. Through the fault of the employee of the Railway company the goods were delayed in transmission and were not delivered until some days after the conclusion of the festival. Plaintiff had given no notice to the Railway company of his special purpose. He claimed as damages the expenses of his travelling to the place of festival and loss of profits which he would have earned. Decide. 15

8. Discuss the law relating to recovery of possession of immovable property under the Specific Relief Act, 1963.

H occupied a plot of land owned by N and built a structure on it. He remained in occupation of these premises for a period of five years when on April 2, 2000 he was forcibly disposed by N. On September 20, 2000 H filed a suit for possession. N resisted the suit on the ground that he was the real owner and H was a trespasser. Decide the case. Would it make any difference if the suit had been filed on October 20, 2000? 15

9. What are the provisions of the Specific Relief Act which specifies the law relating to contracts which can be specifically enforced? Discuss in detail citing case law. 15