

HONS. 03 / 005 / 19

**B.A., LL.B. (Hons.) DEGREE THIRD SEMESTER EXAMINATION,
NOVEMBER 2019**

GENERAL PRINCIPLES OF CONTRACT AND SPECIFIC RELIEF

Time: 3 Hours

Maximum Marks: 50

PART – A

(Answer ANY TWO questions. Each question carries TEN marks).

(2 x 10 = 20)

- I. Why should law recognise and enforce agreements that are entered into by private parties?
- II. What is consent? When is it said to be vitiated?
- III. Why is capacity important to contracts? Does the law give an unfair advantage to persons presumed not to have capacity?
- IV. How are contracts discharged? Discuss in brief how and when performances discharge contracts.

PART – B

(Answer ANY FOUR questions. Each question carries FIVE marks)

(4 x 5 = 20)

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| V. Promise | VIII. Public policy |
| VI. Strict construction | IX. Frustration |
| VII. Undue influence | X. Unreasonable terms |

PART – C

(Answer ANY ONE question. Each question carries TEN marks)

(1 x 10 = 10)

- XI. M communicated to N that she may think about selling her house to N, if N gave double the current market value of the house. N communicated that she is willing to give double the market value and later seeks performance of the 'agreement'. Discuss.
- XII. A, with no good security, applies to many bankers for a loan. All but one reject his application. That banker agrees to extend the loan, but at an unusually high rate of interest. A accepts the loan on these terms. Later, he wants to avoid the contract. Decide.

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