

**B.A., LL.B. (Hons.) DEGREE THIRD SEMESTER EXAMINATION,  
DECEMBER 2020  
GENERAL PRINCIPLES OF CONTRACT AND SPECIFIC RELIEF**

**Duration: 10.00 a.m. - 1.45 p.m.**

**Maximum Marks: 50**

**Answer ALL questions. Each question carries Ten marks (5 x 10 =50 Marks)**

Module 1 (Time 10 a.m. - 10.45 a.m. (35 minutes for writing and 10 minutes for uploading))

1. a) How important is 'intention to contract' to decide its enforceability?

OR

b) S agreed with a builder to supply standard bags of cement at a certain price and upto a stated quantity which may be required during a specific project period. The builder procured only 5% of his requirements for the project from S and the rest from the open market. S claims breach. Decide.

Module 2 Time 10.45 a.m. - 11.30 a.m. (35 minutes for writing and 10 minutes for uploading)

2. a) When would a mistake be relevant to avoid a contract?

OR

b) C sells a car that has a problem of oil leak without divulging the same to M, the buyer. M wants to avoid the sale on the ground of fraud. Decide. Would it have made any difference if C had claimed the car to be in excellent condition? Why?

Module 3 Time 11.30 a.m. - 12.15 p.m. (35 minutes for writing and 10 minutes for uploading)

3. a) What is meant by part performance? Is it sufficient in all cases?

OR

b) How would impossibilities to perform an agreement arise? How does it affect the obligations under them?

Module 4 Time 12.15 p.m. - 1.00 p.m. (35 minutes for writing and 10 minutes for uploading)

4. a) Why does the law recognise anticipatory breach as an option? Is it available on partial breach?

OR

b) Why is said that damages in contract are compensatory in nature? Is it fair?

Module 5 Time 1.00 p.m. - 1.45 p.m. (35 minutes for writing and 10 minutes for uploading)

5. a) How is recovery of possession of immovable property dealt with by the Specific Relief Act?

OR

b) Under what circumstances are rectification of instruments ordered?

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