

HONS. 03 / 002 / 22

**B.A., LL.B. (Hons.) DEGREE THIRD SEMESTER EXAMINATION,
MARCH 2022**

LAW OF CONTRACTS 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. When does an agreement qualify as a contract?
- II. Is there any relation between privity of contract and privity of consideration? How far are they relevant today?
- III. What is the extent of impact of mistake on the validity of an agreement?
- IV. What are the remedies for discharge by breach? Are they adequate?

PART – B

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

(4 x 5 = 20)

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|----------------------------|--------------------------|
| V. Counter proposal | VIII. Past consideration |
| VI. Standing offer | IX. Quasi contract |
| VII. Unfair contract terms | X. Penalty |

PART – C

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

(1 x 10 = 10)

- XI. T, by a misrepresentation, leads S erroneously to believe that five thousand cars are rolled out annually at T's factory. On his request, S was permitted to examine the records of the factory, which suggests that only four thousand cars have rolled out. After this S buys the factory. S, later, wants to avoid the contract on the grounds of fraud and/or misrepresentation. Decide.
- XII. N agreed to sell his land extending to one acre to P for him to make a football turf by the side of a highway. P paid half of the agreed consideration to confirm the deal. There was a land acquisition for highway for which more than half of N's land was taken. Discuss the remedies with N and P, if there is a breach.

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