

HONS. 03/002/23

**B.A., LL.B. (Hons.) DEGREE THIRD SEMESTER EXAMINATION,
NOVEMBER 2023**

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. How does the Contract Act deal with communication of proposal, acceptance and their revocation? Why does it do it in such a detail?
- II. Why is capacity important in contracts? What factors incapacitate a person?
- III. What are the requirements for the performance of contract to be a valid?
- IV. What are the different types of breach? How do the consequences differ?

PART – B

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

(4 x 5 = 20)

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| V. Effect of a counter proposal | VIII. <i>Contra proferentum</i> rule |
| VI. Intention to contract in commercial transactions | IX. Rule in <i>Pinnel's</i> case |
| VII. Standing offer | X. Mistake of identity |

PART – C

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

(1 x 10 = 10)

- XI. A makes an agreement with B to sell his car to B at a specified price, if C, to whom the car has already been offered, refuses to buy it. Is it a contract? What if C does not refuse and A does ask at all? Does B have any remedies?
- XII. G enters into a contract to paint a building for H within a month? G dies immediately thereafter. Do these obligations bind his representatives? Would it be any different if the contract was to paint a picture?

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