

B.A., LL.B. (Hons.) DEGREE THIRD SEMESTER EXAMINATION, DECEMBER 2017

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. What are the requirements of a valid offer and a valid acceptance? Can they be revoked?
- II. Why is free consent important to contract? When can you claim that it is vitiated and what are its consequences?
- III. Discuss in brief the different methods by which a contract may be discharged. Explain in detail the different aspects of discharge by performance.
- IV. How do joint rights and obligations devolve, including that to the representatives? How would you connect it with the remedies under specific relief?

PART – B

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

(4 x 5 = 20)

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| V. Invitation to treat | VIII. Anticipatory breach |
| VI. Frustration | IX. Contingent contracts |
| VII. <i>Contra proferentum</i> rule | X. Rescission |

PART – C

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

(1 x 10 = 10)

- XI. C, a long term regular customer, seeks a loan from a bank, B. C is unable to show sufficient security for the loan. B agrees to give him the loan if he agrees to pay a higher rate of interest. C accepts the loan and later claims that his consent was not free. Decide.
- XII. T, a new TV manufacturer, offers to take back with full reimbursement any TV from any customer who was unsatisfied with its performance within 5 years of its purchase. D bought a TV, used it for almost 5 years and sought to return it for reimbursement claiming that he was unsatisfied. Discuss the grounds and defences that can be raised by each party, including those under equity.