

HONS./03/15/03

B.A., LL.B. (Hons.) DEGREE THIRD SEMESTER EXAMINATION,
NOVEMBER 2015

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 provisions relating to communication of proposal and acceptance?
- II. What are the checks put in place to deal with standard form contracts? Are they adequate?
- III. How are damages computed in case of breach of contract? Are the statutory provisions in India sufficient to do justice?
- IV. What are the factors to be considered for grant or denial of temporary injunction? How does it affect the final determination of a *lis*?

PART - B

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

(4 x 5 = 20)

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|-------------------------------|------------------------------|
| V. Standing offer | VIII. Executed consideration |
| VI. Lapse of time | IX. Public policy |
| VII. Privity of consideration | X. Recovery of possession |

PART - C

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

(1 x 10 = 10)

XI. A wanted to buy some goods from the "Online Purchase Store". He chose the goods and gave the necessary instructions for payment from his bank through internet banking facility. Amount was debited from his account and his bank informed that the amount has been transferred. When he failed to receive the goods he enquired and was told that the "Online Purchase Store" had not received the payment. A wants to sue for 'breach', advise him.

XII. An offer was made over e-mail from C to D. D accepted the offer by reply mail. After some time, D realized that the offer was unfavourable to her. D sends another e-mail revoking her acceptance. Discuss the consequences if both the mails are received simultaneously and if they are received in different orders.

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