

HONS./03/15/001

B.A., LL.B. (Hons.) DEGREE THIRD SEMESTER  
SUPPLEMENTARY 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. Describe the requirements of a valid offer. When can you say that it has been validly accepted?
- II. How does misrepresentation and mistake affect the validity of a contract?
- III. What do you understand by damages? How are they determined?
- IV. When is specific performance granted by a court? When is it not granted?

**PART - B**

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

**(4 x 5 = 20)**

- |                            |                            |
|----------------------------|----------------------------|
| V. Counter offer           | VIII. Contingent contracts |
| VI. Past consideration     | IX. Undue influence        |
| VII. Tender of performance | X. Injunction              |

**PART - C**

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

**(2 x 10 = 10)**

XI. X borrowed money from Z, a money lender, at an exorbitant rate since he faced an emergency, known to Z. When the time of repayment came, after a few months, X refuses to repay the money at such a high interest rate. But, he is willing to repay the principal amount. Discuss the remedies available with Z.

XII. P was induced to buy a car from Q with a defective engine and bad tyres. Soon after purchase the tyres burst. P wanted to avoid the contract. Q agreed to replace the tyres at his expense. P agreed. Later, the engine failed. P wants to avoid the contract. Q claims that P has lost his right to rescind the contract. Decide.

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