

HONS./03/18/03

**B.A., LL.B. (Hons.) DEGREE THIRD SEMESTER EXAMINATION,  
NOVEMBER 2018**

**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. Not all agreements are contracts. Elucidate.
- II. Why is consideration an important element to contract?
- III. What are contingent contracts? How do they differ from wagering agreements?
- IV. What do you understand by breach of a contract? How are they remedied?

**PART – B**

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

**(4 x 5 = 20)**

- |                           |                              |
|---------------------------|------------------------------|
| V. Invitation to treat    | VIII. Standing offer         |
| VI. Tender of performance | IX. Privity of consideration |
| VII. Quasi contracts      | X. Preventive relief         |

**PART – C**

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

**(1 x 10 = 10)**

- XI. C, in financial distress, offered for sale on a very low price some gold ornaments and a rare diamond to M. Later, as she was able to get some financial aid from another source, decides to avoid the contract with M. Discuss M's remedies.
- XII. G, a minor, ordered for a pair of shoes over the internet from V Co. on a cash on delivery basis. When her mother realised the same, she withdrew all allowances to her as she did not trust online purchases. G was unable to pay and take delivery. V Co. wants to sue for remedy. Advice.

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