

HONS.03/16/06

**B.A. LL.B., (Hons) DEGREE THIRD SEMESTER EXAMINATIONS, NOVEMBER
2016**

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 is the importance of communication of offer and acceptance? When do they get completed?
- II. What do you understand by privity of contract? What is its relevance to privity of consideration?
- III. Under what circumstances do you treat a contract discharged by breach? What are the remedies available?
- IV. Under what circumstances are contracts specifically performable and where not?

PART – B

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

(4 x 5 = 20)

- | | |
|--------------------------|-------------------------------|
| V. Intention to contract | VIII. Mistake |
| VI. Standing offer | IX. Maintenance and Champerty |
| VII. Fundamental breach | X. Declaratory relief |

PART – C

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

(1 x 10 = 10)

- XI. S was passing through a difficult period in his business? His father, F, agreed to help him in reviving the business by lending money on condition that F was made a partner in S's business. After taking money and reviving his business, S refused to make F a partner. Advice F.
- XII. D agreed to sell his estate to P for Rupees 10 lakhs. P wanted to consult his lawyer and asked for time to decide. D agreed to give him two weeks' time. Within a week, however, D sold the same to Q for a lesser amount. Discuss the remedies with P, if any.

* * *