

**FIVE YEAR B.A., LL.B. (HONS.)/B.B.A., LL.B. (HONS.)/B.Com., LL.B. (HONS.)
DEGREE EXAMINATION, JUNE 2023**

Second Semester

F.L.4—LAW OF CONTRACT

(2021 Admissions—Regular/2018 to 2020 Admissions—Supplementary)

Time : Three Hours

Maximum : 75 Marks

Part A

Write short notes on any five of the following.

Each question carries 3 marks.

1. Consensus ad idem.
2. General offer.
3. Privity of consideration.
4. Ratification of minor's agreement.
5. Appropriation of payments.
6. Anticipatory breach of contract.

(5 × 3 = 15 marks)

Part B

Answer any three of the following problems.

Each question carries 10 marks.

7. The father of 'X' had contracted with the father of 'Y' to make 'Y' an allowance if she marries 'X'. After her marriage with 'X', 'Y' sues her father-in-law to recover arrears of the allowance. Is the suit maintainable? Decide referring to relevant statutory provisions and judicial decisions.
8. 'A' is the spiritual advisor of 'B', an old Hindu man. 'A' advises 'B' to gift away whole of his property with a view to secure the benefits of his soul in the next world. 'B' makes gift of his property to 'A'. Discuss the validity of the gift.
9. Ms. 'M', a singer, contracts with Mr. 'N' to sing at his theatre and 'N' pays her Rs. 10,000 in advance. 'M' fell ill seriously and became unable to sing on the fixed date. 'N' files a suit against her demanding the return of the advance money and also for recovering damages for the loss arising to him due to breach of contract. Decide.

Turn over

10. The plaintiff was induced to purchase a lorry by the defendant's representation that it was in excellent condition. On the first journey after sale, the dynamo broke and the plaintiff noticed several other serious defects. When the plaintiff informed this to the defendant, he offered to pay half the cost of repairs. On the next long journey, the lorry broke down completely and the plaintiff realized that it was in a deplorable condition. He claims to rescind the contract. Is the plaintiff entitled to rescind? Decide giving reasons.

(3 × 10 = 30 marks)

Part C

Answer any two of the following questions.

Each question carries 15 marks.

11. Discuss, in detail, the concept of 'consideration' under the Indian law of contract and explain its significance. Are there any circumstances in which an agreement without consideration is valid contract? Explain.
12. Briefly discuss the agreements which are expressly declared to be void under the Indian Contract Act.
13. What is quasi-contractual liability? Explain the principle of unjust enrichment in the context of quasi-contractual liability. What are the various types of Quasi Contracts recognized under the Indian Contract Act?

(2 × 15 = 30 marks)