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Reg. No.....

Name.....

**FIVE YEAR B.A., LL.B. (HONOURS)/B.B.A., LL.B. (HONOURS)/B.Com., LL.B.  
(HONOURS) DEGREE EXAMINATION, OCTOBER 2024**

**Second Semester**

**F.L.4—LAW OF CONTRACT**

(2023 Admissions—Regular/2018 to 2022 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. General offer.
2. Doctrine of privity of consideration.
3. Agreement in restraint of trade.
4. Principle of *non-est factum*.
5. Limits of rescission of contract.
6. Contracts not specifically enforceable.

(5 × 3 = 15 marks)

**Part B**

*Answer any three of the following problems.*

*Each question carries 10 marks.*

7. 'X', in Delhi, proposed over a telephone to supply goods to 'Y' for a certain consideration at Kottayam. The proposal was accepted over the phone at Kottayam by 'Y' When 'X' supplied the goods at Kottayam through his agent, 'Y' refused to accept the goods without valid reasons. 'X' brought a suit against 'Y' in Delhi for damages. It was contended by 'Y' that the Civil Court of Delhi had no jurisdiction to try the suit as acceptance of the offer was made at Kottayam. Decide.

Turn over

8. 'A' owed 'B' Rs. 10,000 but the debt has become time-barred by provisions of the Limitation Act, 1963. Subsequently, 'A' signed a written promise to pay Rs. 10,000 in discharge of the time-barred debt. Decide the validity of this agreement.
9. 'D', a dealer, has paid under mistake of law, a sum of Rs. Ten thousand as tax to Government of Kerala. 'D' wants to recover this amount. But the Government replies that mistake of law is no excuse and so, money paid under mistake of law cannot be claimed back. Discuss.
10. 'P', an illiterate person, purchased a ticket from a tour company for travel by a house boat. The ticket contained various terms in very small print. One of the terms was that any liability of the tour company to a passenger for any accident during travel was limited to Rs. 1,000. 'P' sustained injuries in an accident during travel and sued the company for Rs. 50,000. Discuss the liability of the company. Does it make any difference if 'P' was not illiterate and was aware of the terms ?

(3 × 10 = 30 marks)

### Part C.

*Answer any two of the following questions.*

*Each question carries 15 marks.*

11. Explain the meaning of 'free consent' as an essential element of a valid contract and enumerate the factors vitiating free-consent.
12. "The supervening impossibility of performance envisaged in Section 56 of the Indian Contract Act is not only literal impossibility but also includes those caused by impracticality and futility of performance from the point of the object and purpose which the parties had in view, at the time of entering into the contract." Elucidate the above statement explaining the doctrine of frustration of contracts in detail with the help of decided cases.
13. "If a contract is broken, the law will endeavour, so far as money can do it, to place the injured party in the same position as if the contract had been performed." Explain the above statement and discuss the principles that the courts would follow for assessment of damages.

(2 × 15 = 30 marks)