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<b>I D NO.</b>	

**PRESIDENCY UNIVERSITY, BENGALURU**  
**SCHOOL OF LAW**

Max Marks: 40

Max Time: 180 Mins

Weightage: 40 %

**ENDTERM FINAL EXAMINATION**

I Semester AY 2017-18

Course: **LAW 103 LAW Of CONTRACT**

29 DECEMBER 2017

**Instructions:**

- i. Write legibly
- ii. This is a closed book Exam
- iii. All questions are compulsory

**Part A**

**[5 Q x 2 M= 10 Marks]**

1. Section 15 of the Indian Contract Act defines \_\_\_\_\_ and Section 18 of the Indian Contract Act defines \_\_\_\_\_.
2. When both the parties to an agreement are under a Mistake as to a matter of fact \_\_\_\_\_ to the agreement the agreement is \_\_\_\_\_.
3. Apart from Damages, \_\_\_\_\_ and \_\_\_\_\_ are the other two remedies available as the remedies for breach of contract
4. In an agreement, the \_\_\_\_\_ or the object of which is not \_\_\_\_\_, cannot be enforced by law
5. Where a person lawfully does anything for another person or delivers anything to him not intending to do so \_\_\_\_\_, and such other person enjoys the benefit thereof, the latter is bound to make \_\_\_\_\_ to the former in respect of, or to restore the thing so done or delivered.

**Part B**

**[3 Q x 6 M= 18 Marks]**

6. Consideration can sometimes be unlawful? Explain in relation with Sections 23, 24 and 25 of the Indian Contract Act?
7. What are the different modes of Discharge of Contract?
8. What do you mean Rescission of Contract under the Specific Relief Act? Explain with the help of Illustrations

**Part C**

**[1 Q x 12 M= 12 Marks]**

9. In action for damages for the Breach of Contract there arise two kinds of problems, this was in detail discussed in the Judgment given in Hadley vs. Baxendale. Discuss



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Max Marks: 30

Max Time: 120 Mins

Weightage: 30 %

**2017 BA., /BCOM., /BBA., LL.B. (H.) I SEMESTER  
MID TERM EXAMINATION**

I Semester AY 2017-2018

Course: **LAW 103 Law of Contract**

25<sup>th</sup> Oct 2017


**Instructions:**

- i. Write legibly
- ii. Use appropriate examples for answering the questions.

**Part A**

(2 Q x 5 M= 10 Marks)

1. Analyze the attached picture provided below and in the light of it answer the questions that follows:



**KOCHI METRO RAIL LTD.**  
(A joint venture company of Govt. of India & Govt. of Kerala)  
Revenue Tower, 8th Floor, Park Avenue, Kochi 682 011, Kerala  
Ph: 0484-2350 455, 355, 980 Fax: 0484-2380 686

**SHORT TENDER NOTICE**

Kochi Metro Rail Ltd., a joint venture company of Govt. of India and Govt. of Kerala, hereby invites Short Tenders for works as cited below. The tender document can be downloaded free of cost from the website, [www.kochimetro.org](http://www.kochimetro.org) from 29/07/2017.

Tender No.	Title
KMRL/PRJ/325/STH-PACK-V/ TEN 07-2017	Interior works including all transportation, loading, unloading etc. for JLN Stadium station of Kochi Metro Rail Limited-Reach 2A
KMRL/PRJ/325/STH-PACK-VI/ TEN 08-2017	Interior works including all transportation, loading, unloading etc. for MG Road and Maharaja's stations of Kochi Metro Rail Limited-Reach 2A
KMRL/PRJ/LS-JLN-MAH/342/2017/ TEN 09-2017	AFD Funding-Landscaping of Five Metro Stations (JLN To Maharaja's College) and balance works in KMRL premises, corridor and depot location.
KMRL/PRJ/PARKING-MG/345/2017/ TEN 10-2017	Providing parking facilities for MG Road Metro station

- a. Decide assigning reasons, whether the attachment is an Offer or a Tender? (1 M)
- b. With the help of Carlill v Carbolic Smoke Ball Co., distinguish between Specific and General Offer. (2 M)
- c. With the help of Pharmaceutical Society of Great Britain v Boots Cash Chemists case, distinguish between Offer and Invitation to Treat. (2 M)

2. A applied for a job as Director at a JUniversity, Chennai. The JUniversity management conducted the interview of A on the 31<sup>st</sup> July 2017, where the interview board was pleased with his candidature. After the interview, it was informed that if his candidature is approved by the Board of Management, it will be the HR for the Board of Management in four weeks.

C is A's friend, who is a Director in another Department of JUniversity who was also in the interview panel, informed A that he is sure to get the job as the Director. C also enquired about the notice period at A's current University at Delhi and as to how soon he can shift to Chennai. On the same day A returned to Delhi.

The very next day A gives his resignation and serves his one month notice to his current employers. During the next couple of weeks, A deposits Rs. 80000/- as rental security amount, gives Rs. 20000/- as non-refundable advance booking amount to the Packers & Movers, and also obtains the Transfer and Migration Certificates of his daughter, and also tenders notice of vacating from the apartment to its owner.

On 31<sup>st</sup> August 2017, an hour after when his resignation was accepted by his current employers, he receives an email from JUniversity, HR informing that his candidature has been rejected.

Shocked and aggrieved by this communication, A decides to sue JUniversity.

A through his lawyer sent a notice to JUniversity, stating that C had informed him on 31<sup>st</sup> July 2017 on behalf of the Interview Board that A was selected and now he wants to sue for the following:

- a. Loss of Employment
- b. Loss of Salary
- c. Loss of current Place of Stay
- d. Rs. 80000/- deposited for renting a new flat
- e. Rs. 20000/- non-refundable advance booking amount to the Packers & Movers
- f. Loss of school admission of his daughter
- g. Mental agony and shock
- h. Miscellaneous expenses

You are the legal advisor of JUniversity, advice them – Whether there is a Contract between A and JUniversity? Also, explain in the light of the above situation and with the help of case laws, Intention to create legal relations and intention to enter into a contract and communication of intention to contract.

(5 Marks)

### **Part B**

(5 Q x 2 M= 10 Marks)

3. Examine the effects of a Minor's Agreement.
4. Examine Sec. 25 of the Indian Contract Act to discuss the exceptions to the general rule that 'Contracts made without consideration are void'.
5. What do you mean by Privity of Contract? Explain with examples exceptions to the doctrine of Privity of Contract.
6. Bring out the classification of contracts based on formation of Contracts.
7. Distinguish between Cross Offer and Counter Offer.

### Part C

(1 Q x 10 M= 10 Marks)

8. Answer the questions below:

- a. A borrows Rs. 50000/- from B and enters into a contract with an alien to import prohibited goods. A knows the purpose of loan. The agreement between A and B is ..... [valid, void, voidable, illegal, unenforceable].
- b. A minor is supplied with necessaries of life by a grocer. He makes out promissory note in favour of the grocer. Is the grocer entitled to claim payment under the promissory note against the minor's estate? [Yes/No]
- c. A promises to put life into B's dead wife, if B pay him Rs. 50000/-. A's promise is real and possible to perform. [Yes/No]
- d. A purchased grocery by shopping online with Big Basket. A has entered into an ..... [Fill in the blank]
- e. A teaches the child of B at B's request. After 6 months B agrees to pay A a sum of Rs. 1500/- for his teaching. For B's promise the service of A will be taken as a ..... [Fill in the blank]
- f. All agreements between parties are enforceable in a Court of Law. [True/False]
- g. An agreement which is enforceable at the option of either party is a ..... Contract. [valid, void, voidable, illegal, unenforceable] .
- h. Can there be a contract even without *consensus ad idem*? [Yes/No]
- i. In an Executory contract, both parties have yet to fulfill their obligations. [True/False]
- j. There is an ..... contract when A obtains a ticket from an automatic weighing machine. [Fill in the blank]