

Roll No



**PRESIDENCY UNIVERSITY  
BENGALURU**

**SET B**

**SCHOOL OF LAW  
END TERM EXAMINATION - JAN 2024**

**Semester :** Semester I - 2023

**Course Code :** LAW2122

**Course Name :** Law of Contract-I

**Program :** BBA LLB Honors

**Date :** 11 -JAN-2024

**Time :** 1:00 PM - 4:00 PM

**Max Marks :** 100

**Weightage :** 50%

**Instructions:**

- (i) Read all questions carefully and answer accordingly.
- (ii) Question paper consists of 1 part.
- (iii) Scientific and non-programmable calculator are permitted.
- (iv) Do not write any information on the question paper other than Roll Number.

**ANSWER ALL THE QUESTIONS**

**10 X 10M = 100M**

1. As per Specific Relief Act, 1963 which contracts cannot be specifically performed?  
(CO4) [Comprehension]
2. What is a void agreement? Are there certain agreement specifically declared void by Indian Contract Act?  
(CO1) [Comprehension]
3. An agreement which is impossible to perform is void ab initio. What happens when a Contract becomes impossible to perform?  
(CO5) [Comprehension]
4. What is Fraud. How is it different from Misrepresentation?  
(CO5) [Comprehension]
5. Discuss Mistake as a vitiating factor of Free Consent.  
(CO5) [Comprehension]
6. What is undue influence as per India Contract Act?  
(CO2) [Application]

## 7. Facts:

Amit and Neha enter into a contract where Amit promises to deliver 100 handmade ceramic mugs to Neha's shop, and Neha promises to pay Rs. 50,000 upon delivery. The agreed-upon date for delivery is 30 days from the contract date. On the delivery date, Amit delivers the mugs, but Neha refuses to pay, claiming that the mugs are of inferior quality.

**Based on the above facts answer the following questions:**

1. Explain the concept of the performance of reciprocal promises as outlined in Section 51 of the Indian Contract Act. Assess whether the delivery of the mugs by Amit fulfills the requirement of performance of a reciprocal promise.
2. If the mugs are indeed of inferior quality, discuss the remedies available to Neha under the Indian Contract Act to address the issue.

(CO5) [Application]

8. Tom hires Jerry to renovate his house by June 1st for a grand event Tom wants to host. Jerry has the knowledge of this fact but he completes the job on June 5th. Tom refuses to pay Jerry for the work? Decide

(CO5,CO4,CO3,CO2,CO1) [Application]

9. Raj owns a marriage hall. The marriage hall is undergoing some renovations for which the contractor has informed that under no circumstances the hall will be ready before 5th Dec, 2023 to take bookings. Raj takes a booking for a marriage from Simran for 3rd Dec, 2023 thinking he would push the contractor to complete the renovation before 3rd Dec, 2023. The renovation is not completed before 3rd Dec, 2023 and as a result Simran has to undergo a lot of mental and emotional agony. She files a case. Decide

(CO5) [Application]

10. Mr. A who was the inventor and manufacturer of the Cosmetic shop "PARCO" agreed to sell the goodwill of the Company to "Mr. B". Mr. A agreed with the two clauses; firstly stating that he will not practice the same trade for 25 years and second that he will not engage or compete in any other business which "Mr. B" is carrying out. Mr. A afterward entered into an agreement with another company for manufacturing of Cosmetics. Decide.

(CO5) [Application]