

ROLL NO:



**PRESIDENCY UNIVERSITY,
BENGALURU**

SCHOOL OF LAW

SET B

MID TERM EXAMINATION

Odd Semester: 2018-19
Course Code: LAW 103
Course Name: Law of Contract
Branch & Sem: BBA/BA/B.Com., LL.B(Hons.) & I Sem

Date: 29 October 2018

Time: 2 Hours

Max Marks: 60

Weightage: 30%

Instructions:

- (i) *Books, bare acts and reading Materials are not allowed inside the examination hall.*
- (ii) *No clarification shall be provided about the question paper during the course of the exam.*
- (iii) *Follow strictly the Examination Hall Protocol.*

Part A

Answer **all** the Questions. **Each** question carries **five** marks. The word limit for answering each question in this question is **100 words**. Explain the principles laid down in the following cases :- (4x5=20)

1. Balfour v. Balfour, (1918-19) All ER 860 (CA)
2. Felthouse v Bindley, EWHC CP J 35
3. Lalman Shukla v. Gouri Dutt, (1913) XL ALJR 489 (All.)
4. Dutton v Poole, (1678) 2 Lev 211

Part B

Answer **all** the Questions. **Each** question carries **eight** marks. (2x8=16)

5. Past consideration is not valid under English Law but valid under Indian Law. Explain.
6. Differentiate between:
 - a) Cross Offer and Counter Offer.
 - b) Express Promise and Implied Promise.

Part C

Answer **all** the Questions. Each question carries **twelve** marks. Write the answer in light of relevant **provisions** and decided **cases**. (2x12=24)

7. Arun, a merchant who is in Calcutta, makes an offer on telephone to sell his house to his friend Binit, who is in Bombay. Binit, hearing the offer on telephone, gives his acceptance instantaneously. Where and when do you think the contract is concluded? What would happen had the parties negotiated by post?
8. Mohit, aged fourteen years joined a cricket coaching academy and agreed to pay Rs 10, 000 as fees for coaching. He paid Rs 2,000 as advance money. He received coaching as promised. When the cricket coaching academy asked for the balance of amount i.e. Rs 8, 000, Mohit refused to pay. Is M bound to pay?



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Part A

Answer **all** the Questions. **Each** question carries **five** marks. The word limit for answering each question in this question is **100 words**. Explain the principles laid down in the following cases :- (4x5=20)

1. *Carlill v. Carbolic Smoke Ball Company*, (1891-4) All ER Rep.127
2. *Mohori Bibee V. Dharmodas Ghose*, (1903) 30 Cal. 539
3. *Dickinson v Dodds*, 2 Ch D 463
4. *Harvey v Facey*, [1893] UKPC 1, [1893] AC 552

Part B

Answer **all** the Questions. **Each** question carries **eight** marks. (2x8=16)

5. All contracts are agreements but all agreements are not contracts. Explain.
6. Differentiate between:
 - a) Void agreement and Void contract.
 - b) Voidable contract and Valid contract.

Part C

Answer **all** the Questions. Each question carries **twelve** marks. Write the answer in light of relevant **provisions** and decided **cases**. (2x12=24)

7. Amit, writes a letter to Bhaskar, offering to buy his Maruti 800 car for Rs. 1,75,000 saying therein "Unless I hear from you, I shall take the car to be mine for Rs. 1,75,000". Bhaskar gives no reply but sells the car to Chandan. Amit seeks your advice whether he can file a suit against Bhaskar for damages on account of breach of contract. Advise Amit.
8. Rocky Balboa, a young wrestler of about 17½ years, looking much older than his age, procured a loan of Rs. 45,000 on interest at 12% per annum from Manik, a moneylender. Rocky Balboa represented himself to be 21 years old at the time of getting the said loan. Rocky invested Rs. 40,000 with a limited company on interest at 18% per annum and lost the remaining amount of Rs. 5,000 in gambling. When Manik filed a suit against Rocky for recovery of the aforesaid amount, the latter pleaded 'minority'. Decide.