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**Presidency University**

**Bengaluru**

**SCHOOL OF LAW**

**Make-Up Examinations, July 2024**

**Semester**: I

**Course Code**: LAW2122

**Course Name**: GENERAL PRINCIPLES OF CONTRACT

**Program: LAW**

**Date**:02 JULY 2024

**Time**: 9:30 AM-12:30 PM

**Max Marks**:100

**Weightage**:50%

**Instructions:**

1. *Read the all questions carefully and answer accordingly.*
2. *Do not write any matter on the question paper other than roll number.*
3. *x*

**Part A**

**Answer any 4 Questions. Each question carries 5 marks. (4Qx 5M=20M)**

1. Discuss the consent and free consent and difference between coercion and undue influence.
2. Explain doctrine Doctrine of Frustration with the help of case law.
3. Write short note on Lalman Shukla V. Gauri Dutt.
4. Explain the essential elements of contract.
5. Explain the rules regarding communication and revocation of proposal.
6. Explain “Void Agreement” with help of example.

**Part B**

**Answer any 4 Questions. Each question carries 10 marks. (4Qx10M=40M)**

1. Distinguish the judgment in Hadley V. Baxendale from the judgment in Victoria Laundry Ltd V. Newman Industries Ltd.
2. “Agreements without consideration are void .” Explain this statement with the exceptions.
3. Explain the provisions for recovery of possession of immovable property as outlined in the Specific Relief Act of 1963.
4. Analyse privity of contract as a principle evolving from privity of consideration, elobrating on exceptions to privity of contract using caselaws.
5. Explain the facts and legal principles established in the case of Mohribibi v. Dharmodas Ghose, DR 30 Calcutta 539, as decided by the Privy Council.
6. Explain the rules relating to validity and enforcement of Contingent contracts under Indian Contract Act with illustrative cases.

**Part C**

**Answer any 2 Questions. Each question carries 20 marks. (2Qx20M=40M)**

13. Explain in detail with the help of judicial interpretations, as to what constitutes a 'fraud' for the purpose of vitiating a person's free consent to enter any contract?

14. “The coquences of breach of contract may be endless, but there must be an end to the liability . The defendant cannot be held liable for all that follows from his breach of contract.” Discuss the principle of 'measure of damages' in the light of the above statement.

15. “ The specific performance of any contract may be enforced by the court “. Evaluate this rule, elobrating on section 10 and 14 of specific Relief Act.