

Roll No.

67801

LL.M. 3rd Semester

Examination – November, 2016

LAW OF CONTRACTS IN INDIA & ENGLAND

Paper : G-II M-09

Time : Three Hours]

[Maximum Marks : 80

Before answering the questions, candidates should ensure that they have been supplied the correct and complete question paper. No complaint in this regard, will be entertained after examination.

Note : Section-A is compulsory. Attempt any four questions from Section-B.

SECTION – A

1. (i) When the communication of acceptance is complete ? Explain.
- (ii) How the offer is revoked ? Explain
- (iii) Define the meaning of Past Consideration.
- (iv) What is the validity of 'Minor Contract' ? Explain.
- (v) Explain Non-gratuitous act.
- (vi) Define "Solus Agreements".
- (vii) Define "Collateral Transactions".
- (viii) What do you mean by 'Quantum Meruit' ?

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SECTION – B

2. Discuss the law regarding revocation of acceptance in India and England. Also cite case law in support of your answer.
3. What do you understand by 'Privity of Contract' ? Explain Indian & English law in this regard.
4. The general rule is that an agreement without consideration is void. But inadequacy of considerations is immaterial. Comment. Also quote relevant case law in this regard.
5. Discuss the doctrine of frustration of contracts under Indian & English law.
6. Do you agree with the view that all contracts of insurance or indemnity are contingent contracts. Discuss with case law.
7. Discuss the theory of assessment of damages in case of breach of contract. Also quote suitable illustrations and latest case law in support of your answer.
8. Write brief notes on any *two* of the following :
 - (a) Discuss the doctrine of caveat emptor.
 - (b) Essential conditions for a valid contract.
 - (c) Effect of mistake or coercion under law of contract.
9. How damages are measured ? Also explain the cases of breach of contract. Quote suitable examples and latest case law in support of your answer.