

Roll No.

67801

**LL. M. 3rd Semester (OLD Scheme non-cbcs) Examination – November, 2017
LAW OF CONTRACTS IN INDIA AND 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 : Students are required to give their answer only in English Language. Otherwise answer-book will not be evaluated and counted as zero marks.

Note : Section A is compulsory. Each part of the question in Section A carry 3 marks each. Attempt any four questions from Section B. Each question in this Section carry 14 marks.

SECTION – A

1. Explain the following :
 - (a) Novation of Contract
 - (b) Special Damages
 - (c) Surety
 - (d) Mistake of Fact

- (e) Mistake of Law
- (f) Illegal Contract
- (g) Continuing Guarantee
- (h) Principal Debtor

SECTION – B

2. "All contracts are agreements but all agreements are not contracts". Comment. Explain.
3. "No Consideration, No Contract". Explain the doctrine with exceptions. What is English Law on this doctrine ?
4. "Minor's contract is void *ab initio*". Comment.
5. "Agreements in restraint of trade are void". Comment. Refer to case law.
6. "An agent cannot personally enforce contracts entered into by him on behalf of the principal nor he is personally bound by them". Comment.
7. What is contract of indemnity ? Differentiate between indemnity and guarantee. When does the liability of indemnifier commence ?
8. Define the term 'Frustration'. Explain the doctrine of frustration under Indian and English Law. Refer to case law.
9. Examine the principle of award of damages caused by breach of contract with special reference to *Hadley v. Bexandale* case.

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