

JUNE / JULY 2014

Time: 3 Hours

Max.Marks:100

UNIT – I

1. (a) Define consideration. State the exceptions to the rule that the promise without consideration is void. **(Refer Page No. 63 & 84)**

OR

State the doctrine of privity of contract.Explain the exceptions to the doctrine. **(Refer Page No. 73)**

- (b) Solve the problem. Give reasons to your answer.

Gopal's son was missing. He ordered his servant Ranganna to search that boy. Ranganna went to different places to search the boy. Subsequently, Gopal declared the reward of Rs.10,000/- to any one who finds the missing boy. Ranganna is not ware of this reward. However, he finds and returns the boy to Gopal. Can Ranganna claim the reward? **(Refer Contract-I, Volume-II Separate Book)**

OR

'A' posts his proposal to sell his computer system to 'B' on 20-12-2009. 'B' receives this proposal on 23-12-2009 and on the same day 'B' posts his letter of acceptance. Thereafter 'B' sends telegram revoking his acceptance on 24-12-2009. 'A' receives 'B's acceptance letter on 24-12-2009 and telegram on 25-12-2009, is there a contract between A and B? **(Refer Contract-I, Volume-II Separate Book)**

UNIT – II

2. (a) Define 'Consent'. Explain the circumstances under which consent is said to be free. **(Refer Page No. 152)**

OR

Explain different types of agreements which are Void Ab initio. **(Refer Page No. 179)**

(b) Write short note:

- (i) Contingent Contract. **(Refer Page No. 201)**
- (ii) Agreement by way of wager. **(Refer Page No. 191)**

UNIT – III

3. (a) What is frustration of contract? State specific grounds of frustration. **(Refer Page No. 275)**

OR

State the effects of anticipatory breach of contract.

(Refer Page No. 237)

- (b) Solve the following problem.**

Rajesh has agreed to deliver the goods to Suresh at Kolar on a specified day of a certain price. Time is essence of the contract. Rajesh fails to deliver the goods on the specified day to suresh. Suresh rescinds the contract and files a suit to recover damages. Decide. **(Refer Contract-I, Volume-II Separate Book)**

OR

'A' the owner of motor car agreed to sell his motor car to 'B' for Rs.1.5 lakhs. The car was destroyed by fire before 'A' could sell the car to 'B'. Hence 'A' could not sell the car to 'B'. 'B' files a suit against A to recover damages for breach of contract. Decide.**(Refer Contract-I, Volume-II Separate Book)**

UNIT – IV

4. (a) What is quasi contract? Explain the different types of quasi contracts. **(Refer Page No. 253)**

OR

Explain 'general' and 'special' damages. **(Refer Page No. 268 & 269)**

- (b) Solve the following problem.**

A Businessman has paid the sales tax to the government by mistake of law. Can he recover the same? **(Refer Contract-I, Volume-II Separate Book)**

OR

'A' a fruit seller forgets a bag containing the fruits in the house to 'B'. 'B' eats those fruits. 'A' files a suit to recover the value of those fruits. Decide. **(Refer Contract-I, Volume-II Separate Book)**

UNIT - V

5. (a) Explain in brief the various types of specific relief that may be granted by the court under the Specific Relief Act. **(Refer Page No. 307)**

OR

Explain the circumstances under which court may refuse to grant perpetual injunction. **(Refer Page No. 347)**

- b) Write short note:

(i) Recovery of possession of immovable property. **(Refer Page No. 309)**

OR

(ii) Declaratory decrees. **(Refer Page No. 341)**



DECEMBER - 2014

Time: 3 Hours

Max.Marks:100

Instructions:

1. Answer Q.No.9 and any five of the remaining questions.
2. Q.No.9 carries 20 marks and the remaining questions carry 16 marks each
3. Answers should be written either in English or Kannada completely.
1. What are the requisites of a valid contract? Explain its classification. **(Refer Page No. 9)**
2. Define misrepresentation, fraud and mistake. Distinguish between them. **(Refer Page No. 131, 135, 143)**

3. What are the essentials of valid consideration? Explain the exceptions to the rule than 'an agreement without consideration is void'. **(Refer Page No. 84)**
4. Explain the discharge of contract by impossibility of performance. State the exceptions. **(Refer Page No. 241)**
5. 'Damages are compensatory and not penal'. Explain the principles that govern the assessment of damages in an action for breach of contract. **(Refer Page No. 266)**
6. Define quasi-contract. Explain Lord Mansfield's dictum that "Law as well as justice should try to prevent unjust enrichment". **(Refer Page No. 253)**
7. Explain the circumstances by which a court can direct specific performance of part of a contract. State the grounds on which specific performance of contract may be denied. **(Refer Page No. 319)**

8. Write short note on any two of the following:

- (a) Novation. **(Refer Page No. 228)**
- (b) E-Contract. **(Refer Page No. 298)**
- (c) Temporary Injunction. **(Refer Page No. 345)**

9. Solve any two of the following problems.

- (a) A, the husband, upon divorce, promised his wife B Rs.60,000/- a year as a permanent alimony. In reliance upon this promise the wife forbear to apply to the court for maintenance. The husband (A) failed to make the payments and the wife (B) sues him on the promise. Decide. **(Refer Contract-I, Volume-II Separate Book)**
- (b) A,B and C enter into a contract under which A promises both B and C that if B digs in A's garden. A will give Rs. 250 to C. Can 'C' compel A to pay the money on B's digging in A's garden according to the terms of the contract? Give reasons. **(Refer Contract-I, Volume-II Separate Book)**
- (c) B being a medical Advisor threatens to publish patient C's written communications that are with him, showing that C has led an immoral life. What course of action would you advise to C?. **(Refer Contract-I, Volume-II Separate Book)**

