



**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**  
**End Semester Examination, December 2021**

**Course:** Law of Contracts I  
**Program:** BBA LLB  
**Course Code:** CLCC1002

**Semester : I**  
**Duration : 03 hrs.**  
**Max. Marks: 100**

**Instructions:**

**SECTION A**  
*(Type the answers in test box)*

*Objective Type Questions/Definitions/fill in the blanks*

5C x2M=10 Marks

Q. No.		Marks	CO
1	What is 'Invitation to an Offer'?	2	CO1
2	What is Novation?	2	CO1
3	An Agreement without consideration is .....	2	CO1
4	What is Quantum meruit?	2	CO1
5	When consent is obtained by Misrepresentation, the contract is.....	2	CO1

**SECTION B**  
*(Scan and upload)*

(Conceptual based question)

4Q x5M=20 Marks

Q. No.		Marks	
1	What is the concept of Wagering Agreement? Is it different from Contingent contract?	5	CO2
2	Explain the concept of Coercion as stated under section 15 of Indian Contract Act, 1872 and mention the difference between Duress and Coercion.	5	CO2
3	What do you mean by the term Consideration? Explain the rule- "NO CONSIDERATION MEANS NO CONTRACT".	5	CO3
4	"Mere silence as to facts is not fraud". Explain with examples.	5	CO2

**SECTION-C**  
*(Scan and upload)*

(Descriptive/Analytical Questions)

2Qx10M=20 Mark

Q.No.		Marks	CO
1	Critically analyze the Agreement in restraint of Trade under Indian Contract Act, 1872 and mentions its exceptions, if any.  <b>Or</b>	10	CO3

	Does the rule of estoppel apply against a minor, who misrepresents at the time of contract that he had attained the age of majority. Explain the nature of agreement with minor with reference to Mohribibee v. Dharmodas Ghosh.		
2	What is meant by Quasi Contract? Explain the types of Quasi Contracts with the help of case laws and relevant provisions that have been described under Indian Contract Act 1872.	10	CO3
<b>SECTION-D</b> <i>(Scan and upload)</i> (Case Studies/ Application Based Questions) <span style="float: right;">2Qx25M =50 Marks</span>			
Q.No.		Marks	CO
1	<p>A by a deed of gift transferred certain property to her daughter, with a direction that the daughter should pay an annuity to A's brother, as had been done by A. On the same day the daughter executed a writing in favour of the brother, agreeing to pay the annuity. Afterwards, she declined to fulfil her promise saying that no consideration had moved from her uncle ('A's brother'). Uncle filed the case against the daughter.</p> <ol style="list-style-type: none"> <li>1. Decide the case</li> <li>2. Explain the concept of stranger to contract and stranger to consideration in the present case.</li> </ol> <p style="text-align: center;"><b>Or</b></p> <p>Mr.A is a famous singer and songwriter in Dehradun. A entered into a contract with B to listen to a first recording of B's song once it was finished, and to provide feedback. It was agreed that payment will be given after feedback has been provided. Before B could have finished recording the song, Mr. A became deaf as a result of this A cannot now fulfil her obligations under the contract.</p> <p>Mr.B has filed a suit claiming for compensation whereas Mr. A's contention in the court is that the contract has been frustrated due to impossibility.</p> <p>What is the best advice you can give to B under these circumstances when it has become impossible to perform the contract.</p> <p>Decide with the help of relevant cases and provisions and how far doctrine of frustration can be or cannot be taken into consideration in this case.</p>	25	CO4
2	<p>Mr. X had a mill at Dehradun which stopped working due to some technical failure. The Broken machine had to be sent to the makers at delhi for the repair. Mr Y accepted to carry it to delhi. The only information to Mr Y was that the broken machine has to be carried to delhi. Due to negligence of Mr Y delivery was delayed. This led to undue delay in functioning of Mill. Mr X sued Mr Y for damages</p> <ol style="list-style-type: none"> <li>a) Examine if Mr X could be entitled for damages from the facts of the case stated above?</li> <li>b) Discuss the concept of remoteness of damages.</li> <li>c) Explain types of Damages under contract law.</li> </ol>	25	CO4