

End Semester/Reappear (Semester I) Examination December 2022

Programme: L.L.B I

Course: Contract I

Course Code: 24D.104

Enrollment No: \_\_\_\_\_

Full Marks: 70

Time: 3 Hrs.

### Section I

1. **Short Answer type questions. Answer any four.**

4 x 5 = 20

- Define consideration. Discuss the essentials of a valid contract.
- Define acceptance. Explain the rules regarding a valid acceptance.
- Define the term "Misrepresentation" in relation to the Law of Contract and explain two types of Misrepresentation.
- Write a short note on Quasi Contract.
- What do you understand by Quantum meruit?
- What requirements must be met for a pledge to pay a time-barred wager to be considered valid?

### Section II

**Long Answer type questions. Answer any three.**

3 x 10 = 30

- "Saman, a keen collector of old cars has seen an advertisement for an auction of old cars in a weekend newspaper. He travelled to Colombo from Badulla to attend the auction in order to bid for the model mentioned in the list of vehicles to be auctioned. However, when Saman arrived at the auction site, he found a notice outside stating that the auction has been cancelled". Saman contemplates legal action against the auctioneer. In the context of law of contract, advise Saman whether he can succeed in an action against the auctioneer. Give reasons for your answer.
- "An agreement between the parties is an essential element of a contract, but every such agreement does not form a valid contract". Do you agree with this statement? Justify your answer with reference to the Law of Contract.
- What do you understand by Anticipatory Breach? What are the remedies available to a party in case of Anticipatory Breach of contract?
- Define consent. Explain circumstances under which consent is said to be free? What is the effect of unfree consent?
- Who are competent to contract? Discuss the effects of minors agreement with the help of decided cases.

### Section III

**Application based questions. Answer any one.**

1 x 20 = 20

- A minor's agreement is considered void. Referring to the ruling in Mohri Bibee v. Dharmodas Ghosh, discuss.
- What exactly do you mean by "standard form of contract"? What different rules have the courts developed to safeguard the interests of the average person?
- Describe the Doctrine of Frustration in your own words. Compare and contrast the various sources of frustration.

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