UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, December 2019

Course: Law of Contract - I   Semester: III
Program: B.TECH.(CSE), LL.B. (Hons.) Cyber Laws / IPR 2018   Time: 03 hrs.
Course Code: CLCC1002   Max. Marks: 100

Instructions:

	SECTION-A	(10 Marks)	
S. No.		Marks	CO
Q 1	Briefly explain Liquidated damages	2	CO 1
Q 2	What is the meaning of Misrepresentation?	2	CO 2
Q 3	What do you understand by 'Coercion'?	2	CO 3
Q 4	Explain the concept of *Uberrima Fides*	2	CO 1
Q 5	Complete the sentence: According Section 10 of Indian Contract Act, 1872, All Agreements are contracts if they are made by free consent of parties competent to contract, a lawful ……………………. And with a lawful object, and are not hereby expressly declared to be void.	2	CO 2
	SECTION- B	(20 Marks)	
Q 6	"An agreement enforceable by law is a Contract". Elucidate on the given Statement and write the essentials of a valid contract?	10	CO 2
Q 7	Analyze the statement "Minors are incapable to enter into a contract".	10	CO 2 & 3
	SECTION-C	(20 Marks)	
Q 8	"Public Policy is like an 'Unruly Horse' which cannot be controlled easily". Critically examine the statement and mention agreements which are against public policy	10	CO 1&2
Q 9	Explain the doctrine of "Frustration of Contract". What do you understand by novation?	10	CO 3

	SECTION-D		**(50 Marks)**

Q 10	"Ram" had a plot of land named "tumper land". Another person "Anil" was interested in buying the land and hence sent a letter of intent stating "will you sell us tumper land? Please let us know the lowest cash price"
	"Ram" replied "the Lowest price for land, Rs 2 lac". In reply of the same, Anil sent the letter to ram stating that "we agree to buy the land at Rs 2 lac"
	But Ram refused to sell the land.
	
	   a) Explain if there is a breach of contract by Ram?
	   b) Discuss the concept of Invitation to offer.
	   c) Write down Relevant case laws under the concept of Invitation to offer.
		(5+10+10 =25 Marks)	**CO 2**

Q 11	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
	
	   a) Examine if Mr X could be entitled for damages from the facts of the case stated above?
	   b) Discuss the concept of remoteness of damages.
	   c) Explain types of Damages under contract law.
		(5+10+10 =25 Marks)	**CO 4**