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Reg. No.....

Name.....

LL.M. DEGREE EXAMINATION, NOVEMBER 2024

Second Semester

Branch I—Commercial Law

Paper I—FOUNDATIONS OF CONTRACTUAL LIABILITY

(2018 to 2020 Admissions—Mercy Chance)

Time : Three Hours

Maximum : 75 Marks

*Answer any **five** questions.*

All questions carry equal marks.

1. According to Salmond, “Contract is an agreement creating and defining obligations between the parties”. Comment discussing the basis of contractual obligation.
2. “By the beginning of the sixteenth century the courts evolved a general action which lay whenever the defendant had given an undertaking and had either fulfilled it improperly or failed to fulfil it at all” Discuss, tracing the history of the evolution of contractual obligation.
3. Attempt a critical evaluation of the theories of contractual liabilities or obligations, examining modern developments in the field of contract.
4. “The technical sense of the word ‘Promise’ as used in the Indian Contract Act is far narrower than the sense in which it is accepted in the popular sense” Comment, discussing the ingredients of the expression ‘Promise’ as defined by the contract Act, examining the corresponding English terms ‘offer’ ‘offeror’ and ‘offeree’ and their significance as contractual terms and discussing the rules regarding the communication of offer and acceptance, noting the difference between the English law and the Indian Law.
5. “In English law, consideration is an insular and unique phenomenon and an expression long rooted in the language of English law... In Indian law also, in all contracts consideration is essential, the maxim being” *ex nudo pacto non oritur actio* “Comment discussing consideration as a universal phenomenon in English law and Indian Law, examining the immutable laws regarding consideration, in both the systems.





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6. “By nature itself, Specific relief can be granted only for the purpose of enforcing individual civil right and not for the mere purpose of enforcing individual civil right and not for the mere purpose of enforcing penal law. To quote Pollock and Mulla, specific relief, is a form of judicial redress, belonging to the Law of Procedure ... “Comment discussing the cardinal principles of Specific relief and legal expediency.
7. “Where two parties have made a contract which one of them has broken, the damages which the other party ought to receive in respect of such breach of contract should be such as may fairly and reasonably be considered either arising naturally, i.e., according to the usual course of things, from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties, at the time they made the contract, as the probable result of the breach of it. “Comment, examining the specific provisions of the Indian Contract Act and the Judicial decisions relating to the scope of the rules governing the doctrine of damages.
8. Write short notes on any *three* of the following :
 - (a) Contract by public authorities.
 - (b) Exemptions and exclusions.
 - (c) Discharge of contract and the doctrine of frustration.
 - (d) Vitiating element of contract such as fraud, misrepresentation, mistake, coercion and undue influence.

(5 × 15 = 75)

