

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: **Advanced Contracts (Evolving Jurisprudence in Contract Law)**
Semester-II (Batch: 2018-19)

LL.M. End Semester Examination: May-2019

Date: 10th May, 2019

Duration: 3 hours

Max. Marks: 70

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write anything on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.
- **Bare Act is not allowed.**

Marks

(7+7=
14)

- Q.1 (a) 'Various rules may be invoked to assist interpretation in the event that there is an ambiguity. But it is not the function of the court, when construing a document, to search for an ambiguity. Nor should the rules which exist to resolve ambiguities be invoked in order to create an ambiguity which, according to the ordinary meaning of the words, is not there. So the starting point is to examine the words used to see whether they are clear and unambiguous.'

In the light of the afore-stated observation, examine the admissibility of extrinsic evidence to aid the court in interpreting a contract.

- (b) Examine the issues which the court normally faces in the browse-wrap contracts. Answer with the help of a few leading cases on the subject.

(7+7=
14)

- Q.2 (a) On the application of 'frustration of contract', '*force majeure*' and 'change of law', critically analyse the reasoning given by the Supreme Court in *Energy Watchdog v Central Electricity Regulatory Commission* (2017 SCC Online SC 378).

- (b) Governments the world over, and particularly in developing countries, are plagued by budgetary constraints and are finding it increasingly difficult to meet the growing demands of infrastructure services. PPP (Public Private Partnership) represents a new and innovative financing method in which private sector investment is utilised through a mutually beneficial arrangement.

Elucidating the above-stated observation, discuss whether PPP has become logical, viable and necessary option for the development of infrastructure projects.

(7+7=
14)

- Q.3 (a) Examine the need for a formal contractual relationship between players in the entertainment industry.

- (b) Almost all legal writing on the subject of the liability in damages of physicians and surgeons to their patients has dealt with malpractice. Their liability for breach of express contract has been very little treated. Indeed, this field of study has received singularly less attention and discussion than its importance warrants.

In view of the foregoing observation, expound the contractual relationship between a patient and a doctor/surgeon, as also the liability of the doctor/surgeon in contract.

- Q.4 (a) 'Advantage of a shareholders' agreement (SHA) is that it gives greater flexibility, unlike Articles of Association. It also makes provisions for resolution of any dispute between the shareholders and also how the future capital contributions have to be made. Provisions of the SHA may also go contrary to the provisions of the Articles of Association, in that event, naturally provisions of the Articles of Association would govern and not the provisions made in the SHA.'

(7+7=
14)

In view of the foregoing observation, discuss the nature of a shareholders' agreement.

- (b) Discuss the significance of 'interpretation and definitions' and 'price' clauses in a contract.

- Q.5 Answer any two of the following:

(7+7=
14)

- (a) Choice of court in international contracts.
(b) Limited tender enquiry.
(c) Examine the aptness of the remedy of specific performance to breach of a "sports' contract" in the light of the recent amendment made in the Specific Relief Act, 1963.
