

**GUJARAT NATIONAL LAW UNIVERSITY  
GANDHINAGAR**

Course: Law of Contracts I (General Principles and Specific Reliefs)  
Semester- II (Batch: 2021-26)

**End Semester Online Examination: May 2022****Date: 06<sup>th</sup> May, 2022****Duration: 8 hours****Max. Marks: 50****Instructions:**

- The respective marks for each question are indicated in-line.
- Indicate correct question numbers in front of the answer.
- No questions or clarification can be sought during the exam period, answer as it is, giving reason, if any.
- Word Limit: 7 Marks: 600 - 700 words, 5 Marks: 450-500 words.

**Marks**

- Q.1 Professor P is a senior professor at Bharatiya Law University. He specialises in the Law of Contracts and Torts. He had a desire to write a book for students on Contract Law for a long time. So he approaches a young student, S, to do research for his book. He writes an email to student S seeking her interest. On reading the email, Student S gets excited and responds immediately with her willingness to do research. She also inquires about her stipend/ remuneration for the hard work she will put in for the research. On reading her email, Professor P declines any monetary payment but will give her a recommendation letter for completing the research work for the book. Disheartened after reading the email, Student S is in a dilemma about whether to enrol for the task. So she decides to discuss the same with her roommate. Classmate C of student S overhears their conversation where student S told her roommate that even if there are no monetary benefits, she will work on the book and research as she has high regard for professor P. On hearing this, classmate C immediately meets Professor P and informs him that student S will be working on the book. Getting to know of this, professor P directly allocates the task and plan of action to student S via email. He also mentions the expected date of completion of the research and shares all the progress so far. He notes in the mail that it is expected of student S to complete the research and submit the same within a month. However, time passed, and he received no response or communication from student S. Student S was also absent from the classes for the whole month. Assuming student S will not be able to submit the research, Professor P goes to his class and announces his idea for the book. He encourages students to do research for the book and offers to give exemption from internal tests to all those who will help him in the research for the book. As the exams were approaching, none of the students opted for it. Student S gets to know of the announcement made by Professor P in the batch Whats App group. One fine morning student S turns up to Professor P with the research, to which professor P is astonished. Upon submitting the research, Student S claims an exemption for the internal tests. Still, Professor P refuses to give any exemption saying he was not bound to offer as there was no contract between them. (7)



**Question:** Determine if there is a contract between student S and professor P and decide whether student S can claim an exemption or the recommendation letter?

- Q.2 Knowing of the dispute between student S and professor P, father F of student S comes to meet professor P. He requests Professor P to talk to student S and sort out the matter. Father F brings with him the famous book "Chitty on Contracts". He agrees to gift, in return, the first edition of the book "Chitty on Contracts", which he had purchased from a library auction in London, if professor P settles the matter with student S and performs his promise. Professor P readily agrees to this agreement and accepts the book. However, later in the evening, when student S comes to see professor P regarding her reward in return, he refuses again. On being reminded that he entered into the contract with her father F the same morning, professor P refuses to be bound by the agreement contending it to be *nudum pactum* as it is devoid of consideration. (7)

**Question:** Whether the contract between professor P and father F is void? Give plausible reasons.

- Q.3 Meanwhile, professor P has completed the book and is looking for a reputed publisher to publish his book. While attending an international conference, professor P meets a man in the audience who introduces himself as an alumnus A of Bhartiya Law University. Alumnus A tells Professor P that he had passed out the same year when professor P had joined. Over a chat professor P tells him that the manuscript of his book is completed, and he is expecting it to get published by a very reputed publisher soon. On hearing this, Alumnus A gives his business card. On knowing that alumnus A owns a publishing house, professor P informs him that this is his dream project, and he is trying for a reputed publishing house to publish it. Alumnus A assures him that even his publishing house is reputed and has a good name among authors and academicians. On repeated request of alumnus A, professor P agrees to get the book published by alumnus A's publishing house. They meet the next day to discuss the modalities for publishing the book. Professor P hands over the manuscript and signs the agreement. Afterwards, they decide to visit the publishing house. Professor P gets enraged when it comes to his knowledge that the publishing house of alumnus A has just begun, and there are no publications so far. But alumnus A requests a favour, and professor P, as a teacher, agrees to go ahead with the agreement. However, on returning to the university, he knows that the person who met him at the conference a few days back had misrepresented himself as an alumnus of Bhartiya Law University. Also, Professor P reaches out to this person and declines to get his book published. (7)

**Question:** What is the agreement's legal status between professor P and alumnus A?

- Q.4 After all the havoc with professor P, he decides to resign and leave for his native, Imphal. He had an old scooter that he wanted to sell before he left. He meets his senior colleague SC who agrees to purchase that scooter for Rs. 12,000/-. Colleague SC transferred Rs. 8000/- immediately to professor P's bank account and agrees to pay the remaining sum at delivery. Professor P informs colleague SC that he has booked his flight for the day after tomorrow at noon, and accordingly, he will leave for the airport at 10 am. Hence, (7)



he requests colleague SC to come and take the delivery any time before that. However, colleague SC did not turn up till the morning of professor P's departure. As professor P had already taken the advance, he did not feel right to leave without delivering. Hence instead of going to the airport, he waits for colleague SC. On arriving, Colleague SC apologises for turning up late and hands over the remaining Rs. 4000/- of the sale price of the scooter. However, Professor P demands that his tickets for Delhi and connecting flight to Imphal cost him Rs. 20,000/-. He had also booked a hotel on the TRIVAGO website for Rs. 5000/- for the overnight stay in Delhi. Colleague SC refuses to pay anything extra than the balance payment of the scooter.

**Question:** Determine the measure of damages that can be claimed by professor P?

- Q.5 Hearing the dispute between professor P and colleague SC, student S and her classmate C start guessing whether professor P has yet completed writing his book or not. Both of them, unaware of it, enter a bet where Student S says that she firmly believes that professor P has not completed writing the book yet and agrees to pay Rs. 500/- to classmate C if he has accomplished writing the book. On the other hand, classmate C says that if the book is not yet complete, she will take the blue dress that belongs to student S. Immediately after this discussion, they see professor P and ask about the book's status. Professor P informs that the book is in publication. (7)

**Question:** Whether classmate C can claim the blue dress? Also, distinguish between a wagering agreement and a contingent contract.

- Q.6 Short Notes: **Any three** of the following (5x3=15)
- a) Covid-19 Pandemic, Lockdown, and Enforcement of Contracts
  - b) Substituted Performance under Specific Relief Act: An Analysis
  - c) Minor's Contracts in today's times
  - d) Contracts that are not specifically enforceable under the Specific Relief Act, 1963
  - e) Injunction as a relief in case of breach of contract

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