

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Law of Contracts-I (General Principles and Specific Reliefs)
Semester-II (Batch: 2016-21)

Mid Semester Test: Feb-Mar. 2017

Date: 2nd March, 2017

Duration: 2 hours

Max. Marks: 30

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.

Part-A**Marks**

Answer all questions

- Q.1 "On the 3rd of August, 1925, Mohan while in the employment of James & Co., a corporation, and acting within the scope of his employment, was engaged in clearing the upper floor of Mill No.2 of the company. While so engaged, he was in the act of dropping a pine block from the upper floor of the mill to the ground below; this being the usual and ordinary way of clearing the floor, and it being the duty of Mohan in the course of his employment to so drop it. The block weighed about 75 kilograms. (04)

"As Mohan was in the act of dropping the block to the ground below, he was on the edge of the upper floor of the mill. As he started to turn the block loose so that it would drop to the ground, he saw Sam, on the ground below and directly under where the block would have fallen. Had the blocks fallen, they would have struck Sam with such force as to have caused him serious bodily harm or death. The only safe and reasonable way to prevent this was for Mohan to hold to the block and divert its direction in falling from the place where Sam was standing and the only safe way to divert it so as to prevent its coming into contact with Sam was for Mohan to fall with it to the ground below.

Mohan did this, and by holding to the block and falling with it to the ground below, he diverted the course of its fall in such way that Sam was not injured. While preventing the injuries to Sam, Mohan himself received serious bodily injuries, resulting in his right leg being broken, the heel of his right foot torn off and his right arm broken. He was badly crippled for life and rendered unable to do physical or mental labour.

"On September 1, 1925, in consideration of Mohan having prevented him from sustaining death or serious bodily harm and in consideration of the injuries Mohan had received, Sam agreed with him to care for and maintain him for the rest of Mohan's life at the rate of Rs 5000/- every two weeks from the time he sustained his injuries to and during the remainder of Mohan's life. It being agreed that Sam would pay this sum to Mohan for his maintenance. Under the agreement Sam paid or caused to be paid to Mohan the sum so agreed on up until Sam's death on January 1, 1934. After his death the payments were continued to and including January 27, 1934, at which time they were discontinued. Thereupon Mohan brought suit to recover the unpaid instalments.