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**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: **Advanced Contracts (Evolving Jurisprudence in Contract Law)**
Semester-IV (Batch: 2012-14)
LLM (2-Year)

End Term LL.M. Examination: April-2014

Date: 22nd April, 2014

Duration: 3 hours

Max. Marks: 60

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 any thing 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.

Answer <u>ANY FIVE</u> Questions	Marks
Q.1 Discuss the principles by which contractual documents are to be construed. Do you think that Lord Hoffman's five principles of interpretation of contract represent a new departure in the interpretation of contract, or (they) are simply a restatement with difference of emphasis? Elucidate.	(12)
Q.2 <i>No means of communication is foolproof, and e-mail is no exception. Some e-mails never arrive, or arrive in a garbled form, and others are automatically deleted as 'junk mail'.</i>	(3x4=12)
<p>In the light of the afore-stated observation, identify the general principles that govern and apply 'when things go wrong' and an attempt at e-mail communication fails. Applying those general principles, decide whether or not there will be a contract in the following situations:</p> <p>(a) When the e-mail (e-acceptance) does not arrive because of the incorrect e-mail address.</p> <p>(b) When the e-mail (e-acceptance) is rejected by the offeror's e-mail server because the offeror's e-mail 'inbox' is full or because of a problem with the server.</p> <p>(c) When the e-mail (e-acceptance) is rejected by the offeror's e-mail server because it (the e-mail) contains a virus.</p> <p>(d) When the e-mail arrives on the offeror's e-mail server, but the offeror does not see the e-mail because he was not expecting it to be sent to the e-mail address in question.</p>	
Q.3 Explaining the nature and salient features of a concession contract, discuss the methods by which such a contract is awarded. How is a concession contract different from a general commercial contract?	(12)
Q.4 What is the legal position regarding the enforceability of a shareholders' agreement in India? In view of judgements, like <i>VB Rangaraj v VB Gopalakrishnan</i> (AIR 1992 SC 453) and <i>MS Madhusoodhanan v Kerala Kaumudi Pvt Ltd</i> [(2004) 9 SCC 204], what would be the	(12)

safest course of action while drafting a shareholders' agreement to ensure enforceability of such an agreement even against the company under the present Indian legal framework?

- Q.5 What are the following clauses meant for in a contract, and what care one must take while drafting these clauses: (4x3=12)
- (a) Preamble
 - (b) Default and termination
 - (c) Survival
- Q.6 Write short notes on ANY TWO of the following: (6x2=12)
- (a) Contract farming
 - (b) Contract between a medical practitioner and a patient
 - (c) Specific performance of a standard player contract
