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**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: **Advanced Contracts (Evolving Jurisprudence in Contract Law)**
Semester-II (Batch: 2013-14)
One-Year LLM

End Term LL.M. Examination: May-June 2014

Date: 4th June, 2014

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 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 Any Five questions	Marks
Q.1	<p><i>The canons of construction are no more than pointers to ascertaining the meaning of a written contract. They are not to be slavishly applied; and where they point in different directions, the court must select those which will produce a reasonable and just result.</i></p> <p>In view of the foregoing statement, discuss the significance of various principles and rules of construction of contracts.</p>	(14)
Q.2	<p>(a) Are the existing Indian laws sufficient enough to deal with the diverse aspects of e-contracts? How has the Information Technology Act, 2000 clarified certain aspects of e-contracting? What suggestions, if any, would you like to putforth in this regard?</p> <p>(b) Taking into consideration the facts in <i>Chwee Kin Keong v Digilandmall.com Pte Ltd</i> [(2005) 1 SLR 502], discuss how an apparent agreement may be declared void on account of 'snapping up'?</p>	(7+7= 14)
Q.3	<p>(a) There are mainly two routes through which government authorities can grant rights to private developers in relation to an infrastructure facility/project; they are—first, 'the MoU Route', and second, 'the Competitive Bidding Route'. Explain the features (merits and demerits) of both the routes.</p> <p>(b) Describe the prerequisites to and basic rules of tendering procedure.</p>	(7+7= 14)
Q.4	<p>(a) In the light of judicial pronouncements, elucidate the present legal position with regard to the validity of the surrogacy agreement under the Indian law. What are the recommendations given by the Law Commission of India in its 228th Report regarding surrogacy?</p> <p>(b) In view of the Supreme Court judgment in <i>Indian Medical Association v VP Shantha</i> (AIR 1996 SC 550), decide whether and, if so, in what circumstances, a medical practitioner can be regarded as rendering 'service' under Section 2(1)(o) of the Consumer Protection Act 1986?</p>	(7+7= 14)
Q.5	<p>What purpose the following clauses serve in a contract? Explain the points one must bear in mind while drafting these clauses:</p> <p>(a) Default and liquidated damages.</p> <p>(b) Unilateral termination.</p>	(7+7= 14)

Q.6 Write short notes on ANY TWO of the following:

(7+7=
14)

- (a) Contract farming.
- (b) Enforceability of a shareholders' agreement in India.
- (c) Specific performance of a standard player contract.
