

30 AUG 2023

32

NATIONAL LAW UNIVERSITY, JODHPUR  
Mid Term, August-September – 2023  
Semester: UG I Semester  
Subject: Contract-I (General Principles and Specific Relief Act)

Time: One and Half Hour

Marks: 50

**Instructions:**

1. All questions are compulsory.
2. Adhere to the prescribed word limit.

Q.1) Discuss the exceptions to the doctrine of privity of contract. (1000 words)

Marks 20

Q. 2) X asked her daughter Y to come and live with her in Melbourne, Australia, and pursue a graduation in law. Y could thereafter practise as a lawyer in Melbourne. Y agreed and left a lucrative job in Bangalore, India, before settling in Melbourne. X allowed her to occupy the top of floor of her house while she studied. However, even after 3 attempts, she was unable to clear the programme, and decided to settle permanently in Melbourne by staying at the same place of residence. X filed a suit of eviction against Y. Y contended that X was bound to support her in perpetuity due to their earlier agreement. Decide. (500 words)

Marks 10

Q. 3) P spoke with Q over telephone and expressed an interest in buying 50 metric tonnes of cement from Q at Rs. 5000 per metric tonne. Q said 'yes' but P could not hear Q due to a sudden fault with the telephone line. P thereafter placed a separate order for the cement with R. Q filed a suit against P claiming breach of contract as P had become bound the moment Q said 'yes' and put his affirmation in the course of transmission. P has approached you for legal assistance. Advise. (500 words)

Marks 10

Q. 4) X had given his blazer to Y for dry cleaning. Y verbally stated to X at the time of collection that Y would not be responsible for any loss of colour. Y provided an acknowledgment slip to X. The front portion of the slip quoted the dry cleaning charges with no other information. On the backside, there were some terms and conditions, out of which the first clause stated that Y would not be liable for any loss of colour, shrinkage or stains. Y delivered the blazer with stains and was sued by X for breach of contract. Y claimed immunity under the first clause. X has approached you for legal assistance. Argue. (500 words)

Marks 10

