DIRECTORATE OF DISTANCE EDUCATION
NALSAR UNIVERSITY OF LAW, HYDERABAD

Advanced Diploma in Drafting, Negotiation & Enforcement of Contracts (Batch 2021 – 2022)

Take Home – Annual Examination (June, 2022)

Paper IV – 1.4. Remedies for Enforcement, Breach and Performance of Contracts

TOTAL MARKS: 100

INSTRUCTIONS TO CANDIDATES

- a) **Read the instructions for Take Home Examination carefully and adhere to the same.**
- b) ***Please mention your name, ID No., subject name and total number of pages on the Answer Sheet.***
- c) ***Clearly indicate the question numbers while answering them.***
- d) ***All the candidates are required to submit only word / Pdf files containing the typed answers.***
- e) ***Answer all the four questions and each question carries 25 marks.***
- f) ***The approximate word limit for a 25 marks question is 800-1000, for a 15 marks question, 600-700, for a 10 marks question 400-500 and for a 5 marks question 200-250.***
- g) ***All papers will be uploaded on Turn-it-in for plagiarism check. Any paper with more than 15% similarity will be considered to be plagiarized and shall not be evaluated.***
- h) ***Since this is a take home exam, we expect your answers to be analytical rather than straight answers.***
- i) **Copying from any source including from other students is strictly prohibited. Plagiarism is considered as a serious academic mis-conduct and the University will take action as it deems fit.**

I. Answer the following questions:

a. *Equity has to supplement Common Law*. Justify this statement by providing examples of how principles of equity play a role in determining remedies surrounding commercial contracts. Elaborate the response with suitable reference of these principles reflecting in the Indian Contract Act. [**15 marks**]

b. Compliance with one's promises is steered by economic considerations. Discuss with suitable examples of instances where a party may choose to break their promises under a contract due to economic factors. How does law incentivize adherence to promises?

[**10 marks**]

II. Answer the following questions:

a. What role do injunctions play in commercial contracts? Under what situations can one seek an injunction against invocation of a Bank Guarantee? [**10 marks**]

b. Is the grant of ex-parte orders in line with the principles of equity? Detail the circumstances under which an ex-parte order may be granted. [**8 marks**]

c. What are the various types of injunctions that can be granted by the Courts. Explain the factors to be established before the Court for seeking an injunction with case law.

[**7 marks**]

III. Answer the following questions:

a. Why was the Commercial Courts Act, 2015 passed? Discuss the differentiating features of the Act. Do you agree that this enactment helped the purpose of its establishment? Substantiate your response with atleast 3 examples. [**15 marks**]

b. What is Specific Performance? Discuss 3 most important changes introduced vide the 2018 amendment to the Specific Relief Act? [**10 marks**]

IV. Answer the following questions:

a. Explain the following with suitable illustrations. [**15 marks**]

   i. Substituted Performance

   ii. Damages for Breach of Contract

   iii. Unjust Enrichment

b. What are the differences between Void and Voidable contracts? Examine the remedies available under each category. [**10 marks**]