

**DIRECTORATE OF DISTANCE EDUCATION
NALSAR UNIVERSITY OF LAW, HYDERABAD**

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

Take Home – Supplementary Examination (November 18-21, 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) *There are FOUR questions in this paper and each question will be evaluated for 25 marks.*
- f) *Substantiate your answers with provisions or case law wherever appropriate.*
- g) *The questions are detailed exhaustively, and no clarifications may be sought.*
- h) *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.*
- i) *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.*
- j) *Since this is a take home exam, we expect your answers to be analytical rather than straight answers.*
- k) 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. What do you understand by Equity? Elaborate five maxims of equity with suitable case laws and/or illustrations. **[15 marks]**
- b. Law does not distinguish between viable and un-viable contracts. Do you agree with this statement? Explain with suitable examples where parties may tend to breach the contract on account of economic unviability and how law may help in ensuring that promises are kept. **[10 marks]**

II. Answer the following questions:

- a.** What do you understand by injunction? Explain the various types of injunctions and list out the factors to be established in order to secure an injunction in your favour. **[15 marks]**
- b.** Is the 2018 Amendment to the Specific Relief Act as regards injunctions in infrastructure projects a step in the right directions? Comment. **[5 marks]**
- c.** As a defendant to the case, what are the defences available to contest an injunction being granted against you? **[5 marks]**

III. Answer the following questions:

- a.** How do you differentiate between Specific Performance and Mandatory Injunction? Illustrate with examples. **[10 marks]**
- b.** Discuss the background to the enactment of both The Commercial Courts Act, 2015 and the 2018 Amendment to the Specific Relief Act. Do you think that the objective of these enactments was achieved? Critically comment. **[15 marks]**

IV. Answer the following questions:

- a.** Explain the following with suitable illustrations. **[15 marks]**
 - i. Rescission of Contract
 - ii. Action for Agreed Sum
 - iii. Defences to claim of Unjust Enrichment
- b.** What do you understand by *void ab initio*? What are the remedies available to the parties when they realize that their contract was void ab initio? **[10 marks]**