

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

**Advanced Diploma in Drafting, Negotiation and Enforcement of Contracts
P.G. Diploma in Drafting, Negotiation and Enforcement of Contracts**

Academic Year: 2022-2023

Annual Examination (June, 2023)

Paper I – 1.1. General Principles of Law of Contracts

Duration of the Examination : 3 hours

TOTAL MARKS: 100

INSTRUCTIONS TO CANDIDATES

- a) Read the instructions carefully and adhere to the same.
- b) Please mention your DDE ID No., date of the exam, name of the programme & subject on the Answer Sheet and the Additional Answer Sheets, if any.
- c) The questions to be interpreted as given and no clarification can be sought from the Invigilator.
- d) Clearly indicate the question numbers while answering them. Answers without question numbers / wrong question numbers will not be evaluated.
- e) Write the answers clearly and neatly. Answers in illegible handwriting will not be taken into consideration.
- f) Candidates are prohibited to carry phones or any other electronic devices, books, material etc. in the Examination Hall.
- g) Copying is strictly prohibited and is considered as a serious academic mis-conduct and the University will take action as it deems fit.

Answer all the FOUR questions and each question carries 25 marks.

Q.1. Explain the essential elements of a valid contract. (25Marks)

Q. 2. Write short notes on the following: (5x5 Marks = 25 Marks)

- (a) Standing offer
- (b) Void and Voidable contract
- (c) Standard Form Contract.
- (d) Liquidated damages
- (e) Contingent contract

Q 3. Explain the circumstances when a contract gets discharged. (25 Marks)

Q.4. X is a prominent businessman in a metropolitan city. He enters into an agreement with an event manager Y to organize a party on the eve of the New Year in a five star hotel. The guest list is shared with Y which includes many prominent people. Y delays in booking a hotel and when he tries to do that, it was too late. He ultimately finds a 3 star hotel as a venue. He asks X to agree for the same. X is very angry but ultimately agrees. Y also tells X that X will not claim any damages from him for the original agreement else he will not organize the party. Having no other option X agrees to that also. However, subsequently he claims damages from Y.

Can X claim damages despite agreeing not to claim the same? Give a reasoned order.

(25 Marks)