DIRECTORATE OF DISTANCE EDUCATION
NALSAR UNIVERSITY OF LAW, HYDERABAD

Post-Graduate Diploma in Drafting, Negotiation & Enforcement of Contracts
(Batch 2020 – 2021)

Take Home – Annual Examination (June, 2021)

Paper II – 1.2. Law Related to Specific 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) ***Answer all the four questions and each question carries 25 marks.***
e) ***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.***
f) ***All the candidates are required to submit only word / Pdf files containing the typed answers.***
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.**

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1. An irrevocable commitment either in the form of confirmed bank guarantee or irrevocable letter of credit is the life blood of international commerce hence must be honored. Explain their nature and the obligation of the bank to honor them. When can a bank refuse payment of the above mentioned guarantee or letter of credit? Discuss the factors a court take into account (i.e. how it decides) before granting an injunction restraining the enforcement of the above mentioned irrevocable commitments.

2. Discuss what is a pledge? Explain pledgee's right to sell and the procedure to be followed in this respect. Can a pledgee buy himself?

3. Mr. Laxman Sen owns a piece of land measuring 5 acres at a town called Sundernagar. He appoints one Mr. Bhalla as his agent to sell that property for not less than 5 Crores. The agent is to get 5 lakh rupees if he sells it for 5 Crores and 10 % commission of the amount above 5 Crores. Mr. Bhalla introduces a party who wants to establish an educational institute in that area. Finally the land is

sold to the party for 5 Crores. In the meantime the government introduces a scheme to develop 100 smart cities in the country. Within 6 months of the above mentioned sale Sundernagar is selected as one of the cities to be developed as a smart city. The rates of the property in Sundernagar increase considerably.

The buyer changes his mind and sells the property to another party who wants to establish a shopping mall in that area for 7.5 crores. Mr. Sen comes to know of this and finds out that the party introduced by Mr. Bhalla was Mr. Bhalla's son in law.

If a suit is instituted in this matter how would you decide it? Give reasoned judgment.

4. Should there be strict compliance with the terms and conditions of a tender? What is the effect of minor deviations? Discuss with the help of relevant cases.