

## L.L.M. (Sem.-III) Examination

## LAW 501E

## Law of Contract

April-2017

Time : 3 Hours]

[Max. Marks : 100

Answer all questions.

1. "For a contract to be legally binding, it must contain certain essential *elements* which are *sine a qua non*". Critically discuss the statement. 20  
OR
1. "Mere existence of consent would not enough to make an agreement enforceable". Critically discuss the statement. 20
2. Critically discuss the agreements which are expressly declared void by the Indian Contract Act. 20  
OR
2. "*Ex trupi causa non oritur action*". Explain the maxim. 20
3. Explain in detail "*Doctrine of Frustration*" as a mode of discharge of Contract. 20  
OR
3. Discuss in detail the remedies available for 'breach of contract' under the Indian Contract Act. 20
4. Draft a licensing agreement for any of the 'intellectual property' of your choice. 20  
OR
4. "In drafting a licensing agreement for 'intellectual property' fundamentals of Law of Contract is to be followed in letter and spirit". Critically discuss. 20
5. What is transfer of technology? Explain. Draft an agreement for 'transfer of technology for any patented invention. 20  
OR
5. Write note on: 20  
(a) Benefit of Licensing  
(b) The Commercial Transfer and Acquisition of Technology