

**THE INDIAN CONTRACT ACT, 1872****Unit 4- Performance of Contract****Marks: 15 marks****Time: 30 mins**

Q1) Write a note on “Time is of the essence of the contract.” (5 marks)

Q2) What is meant by “supervening impossibility?” Does this excuse the promisor from performing the contract in all cases? (5 marks)

Q3) X, Y and Z jointly borrowed Rs.50,000 from A. The whole amount was repaid to A by Y. Decide whether, (5 marks)

- i) Y can recover the contribution from X and Z
  - ii) Legal representatives of X are liable in case of death of X
- Y can recover the contribution from the assets, in case Z becomes insolvent

**DISCUSS AND CHECK YOUR SOLUTION WITH ME!!**

For Answer Discussion video follow the link

<https://www.youtube.com/watch?v=-TKJwaQSQuM&list=PL0sBEDN99Ti6Z-ST6-2dGb1047icSTMG2&index=4>



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