

UNIVERSITY OF COLOMBO, SRI LANKA
FACULTY OF LAW
MASTER OF LAWS DEGREE PROGRAMME 2024/26
1st Semester End Examination – 2025

Fundamentals of Private Law – LLM 11404

(Three Hours)

Total number of questions: 04

Answer any **Three** questions
(Candidates will be penalized for illegible handwriting)

1. "The concept of 'parental responsibility' has gained worldwide recognition as the term to be used to describe the modern view of the parents' position in relation to their children. However, the concept is neither easy to define nor is it beyond argument as to who should be vested with responsibility."

- N. V. Lowe, *International Journal of Law, Policy and the Family*, Volume 11, Issue 2, August 1997, Pg. 192–215

Analyze the above statement in light of how the domestic law and international instruments can or should attempt to define what parental responsibility means. Support your answer with relevant legal authorities.

(20 Marks)

2. Answer either (A) or (B).

(A) 'A delict occurs when a party commits a wrong against another, resulting in physical damage or sentimental loss.'

Assess how the courts have gradually developed the law of delict in Sri Lanka referring to relevant case law. In your opinion, do you think that such development reflects the socio- economic and cultural backdrop of Sri Lanka? Support your answer with any comparative case laws.

(20 Marks)

Or

(B) Answer either (i) or (ii)

- i. Raja, the owner of an electronics store, entered into a contract with Tech Innovations Ltd. to purchase 100 laptops at Rs.75,000 per unit. The written contract included an express term that delivery to be made by 10th February, 2023 with payment due within 30 days of delivery. The contract also contained an exemption clause stating that Tech Innovations Ltd. would not be liable for any delays caused by supply chain disruptions.

On February 1, 2023, a storm destroyed Tech Innovations Ltd.'s primary warehouse, delaying shipment. Raja insisted on immediate delivery or termination of the contract, citing urgency for a large order. The laptops were eventually delivered on 20th February, 2023 but 20 units were faulty and did not meet the agreed specifications.

Tech Innovations Ltd. claimed the faulty units were due to a manufacturing defect beyond their control and invoked the exemption clause to deny liability. Raja refused the payment claiming breach of contract and demanded compensation for lost profits due to the delay and faulty products.

Advise Raja citing relevant legal authorities regarding the remedies available to him.

(20 Marks)

Or

- ii. Amara, a freelance graphic designer, entered into a written contract with Creative Works Ltd. to design a marketing campaign for their new product on 2nd January, 2023. The contract explicitly stipulated that Amara required to deliver the campaign by 01st February 2023 and that Creative Works Ltd. would pay Rs.100,000 upon delivery. The contract also included a clause requiring Amara to use proprietary software provided by Creative Works Ltd. However, due to a miscommunication, the software was delivered to Amara two weeks late, delaying the project by 10 days.

When the campaign was finally delivered, Creative Works Ltd. claimed it was unsatisfactory because Amara did not incorporate a specific feature discussed

verbally prior to the signing of the contract, although it was not included in the written agreement. Creative Works Ltd. refused to pay, citing breach of contract and terminated the agreement.

Amara wishes to pursue legal action to recover her payment. Advise Amara citing relevant legal authorities.

(20 Marks)

3. Answer either (A) or (B)

(A) 'The certainties function as a guarantee that trusts are instilled with clarity and thus enforceability. If there is ambiguity, the courts would rather allow a trust to fail than take the chance of permitting the inappropriate use of the supposed settlor's property. Moreover, the certainties are an important safeguard against the risk of fraud.'

Do you agree? Critically analyze the above statement in light of the relevant provisions of the Trusts Ordinance of Sri Lanka. Support your answer with the decided cases.

(20 Marks)

Or

(B) Answer both (i) and (ii)

- i. Over a period of 10 years, Priya consistently used a pathway across her neighbour Manoj's land to reach the main road. Manoj has decided to build a wall along his property boundary. As this obstructs Priya's access to light, she objects to it. Priya contends that her right of way has been established through prescription, while Manoj argues that no formal servitude exists since it was never registered.

Analyze the legal issues involved in the above scenario and advise the parties with reference to case law.

And

- ii. Saman leased a portion of his land to Ravi for agricultural purposes. When Ravi delayed lease payments, Saman forcibly evicted him and subsequently leased the same portion of land to Lal.

Ravi is now seeking legal recourse, asserting a claim for possessory remedy. Advise Ravi, citing relevant legal authorities.

(10x2 = 20 Marks)

4. Comment with special focus on industrial arbitration whether the Industrial Disputes Act, No. 43 of 1950 (as amended) provides satisfactory mechanisms for settlement of industrial disputes.

(20 Marks)
