

UNIVERSITY OF COLOMBO, SRI LANKA
FACULTY OF LAW
DEGREE OF MASTER OF LAWS (BY COURSEWORK) – 2024/25
SECOND SEMESTER END EXAMINATION – 2025 (AUGUST)
TLLM 1236 – Comparative Contract Law
(Three Hours)

Total number of questions: **04**

Answer any **Three (03)** questions.

(Candidates will be penalized for illegible handwriting.)

01. Answer both (a) and (b).

(a) *“Contract law is often described as a mechanism designed to enforce promises.”*

Critically evaluate the legitimacy of enforcing promises in contract law by reference to moral philosophy, particularly the ethical duty to honour one’s word. To what extent can such enforcement be morally justified? Support your answer with relevant legal authorities.

(10 marks)

(b) In July 2024, Pradeep, a well-known entrepreneur in Galle, organized a furniture clearance sale through his company, Pradeep Interiors (Pvt) Ltd. He published a full-page advertisement in the *Daily Facts*, stating: “Massive Clearance! Imported designer sofas starting at Rs. 250,000! Limited stock available. Visit our Galle showroom on or before 15 July to make your purchase.” On 10 July, Dinithi saw the advertisement and visited the showroom, where she expressed her intention to buy a specific Italian leather sofa priced at Rs. 275,000. Dinithi offered an advance of Rs. 75,000 and stated that she would pay the remaining balance and collect the sofa by 19 July.” The sales assistant accepted the deposit and issued a receipt confirming that “sofa was held for Dinithi until 19 July.” However, on 17 July, a foreign buyer visited the showroom and offered Rs. 300,000 for the same sofa. Without informing Dinithi, Pradeep accepted the higher offer and sold the sofa. On 19 July, Dinithi returned to make the balance

payment and informed the sales assistant that she was ready to collect the sofa. However, she was then informed that the sofa had already been sold. Dinithi is now considering legal action against Pradeep Interiors (Pvt) Ltd.

Advise Dinithi citing relevant case law authorities.

(10 marks)

02. John, an independent musician, visited "SoundScape Studios," a specialist audio store, to purchase studio monitors (speakers) suitable for professional music production. He explained to the sales advisor, Nayani, that he required monitors that could deliver a "precise, flat frequency response for mixing and mastering tracks." Nayani recommended the "VibePro 9X" model, describing them as "industry standard" and "perfectly reliable for long studio sessions." After being shown a demonstration model, John was impressed and decided to make the purchase. Upon payment, he received a receipt that included a small print statement "All specifications are subject to change. No responsibility is accepted for suitability for specific professional use." However, after using the monitors, John found that the sound was distorted at high volumes, making them unsuitable for mastering. An independent technician confirmed that the monitors were better suited for casual listening rather than professional audio work.

- (a) Advise John whether Nayani's statements are likely to be considered terms or representations, and explain the legal significance of this distinction.
- (b) Discuss the impact of the disclaimer printed on the receipt, particularly in the context of exclusion clauses.

Support your answer with reference to relevant case law and legal principles.

(20 marks)

03. Answer both (a) and (b).

- (a) Amila, a professional painter, enters into a written agreement with Bilal to paint his five-bedroom house and garage for a total fee of Rs. 200,000, with full payment due upon completion of all agreed work. Although Amila completes the main house, he does not paint the garage due to a scheduling conflict with another client. Bilal is dissatisfied and refuses to pay, claiming that Amila has not fulfilled his contractual obligations.

Advise both Amila and Bilal on their legal positions and whether either party is entitled to any remedy.

(10 marks)

- (b) Vimal, a theatre producer, has entered into a contract with the owners of the "Grand Oak Concert Hall" to stage a week-long performance in mid-July 2025. He has made a non-refundable deposit and invested in advertising, staff and costumes. However, two weeks before the performance, severe flooding occurs in the area, leading the government to requisition the concert hall as a temporary emergency shelter. As a result, the venue is no longer available for Vimal's production, and he cannot find a suitable alternative on short notice.

Advise both Vimal and the owners of the concert hall on their respective rights and obligations under the contract, and whether any remedies are available to either party.

(10 marks)

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

- (A) Critically analyze the evolution and current scope of the doctrine of duress in contract law, with particular emphasis on economic duress. Evaluate the essential legal elements required to establish a claim of economic duress, and examine how courts

differentiate between unlawful coercion and permissible commercial pressure. Assess the legal consequences when economic duress is established, drawing on authoritative case law from at least two different jurisdictions to support your analysis.

(20 marks)

(B) Equitable remedies play a vital role in addressing situations where common law remedies, especially monetary damages, do not adequately achieve justice. Critically examine the purpose and rationale behind equitable remedies in contract law. Provide a detailed analysis of at least four distinct equitable remedies, highlighting the specific legal and factual criteria required for their application. Your discussion should demonstrate a strong command of both legal principle and relevant precedent.

(20 marks)
