

Second Semester LL.B. Three Years Course (C.B.S.) Examination**LAW OF CONTRACT-II****Compulsory Paper—1**

Time : Three Hours]

[Maximum Marks : 80

Note :—(1) Attempt all Sections. Section 'A' carries 10 marks, Section 'B' carries 30 marks and Section 'C' carries 40 marks.

(2) Follow the instructions given in each Section.

(3) Marks are indicated against each question.

SECTION-A

1. Choose the correct alternative (any **ten**) :

- (i) A continuing guarantee under Sec 130 is _____.
 - (a) Revocable absolutely
 - (b) Irrevocable absolutely
 - (c) Revocable as regards future transactions
 - (d) Either (a) or (b)
- (ii) The discharge of the principal debtor will also discharge the surety :
 - (a) True
 - (b) False
 - (c) Partly true
 - (d) Partly false
- (iii) Choose which of the following is a correct statement :
 - (a) Pledge is a special kind of bailment
 - (b) All pledges are bailment
 - (c) All bailments are not pledge
 - (d) All the above
- (iv) The liability of a hotel keeper in respect of the goods belonging to a guest is that of a/an :
 - (a) Pawnee
 - (b) Surety
 - (c) Bailee
 - (d) Acceptor
- (v) X delivers his car to Y for repair; here Y is a :
 - (a) Bailor
 - (b) Bailee
 - (c) Pledgee
 - (d) Pawnor
- (vi) Authority of an agent :
 - (a) Has to be expressed
 - (b) Has to be implied
 - (c) Can be expressed or implied
 - (d) Either (a) or (b) or (c)
- (vii) Ratification takes effect :
 - (a) Prospectively
 - (b) Retrospectively
 - (c) Prospectively or retrospectively depending on the facts and circumstances of the case
 - (d) Prospectively or retrospectively depending on the agreement between the parties
- (viii) Amongst the following who is an agent ?
 - (a) An independent lawyer
 - (b) A person who advises another in matters of business
 - (c) A procurement agent
 - (d) All the above
- (ix) Which of the following is/are type(s) of electronic contracts ?
 - (a) Click wrap
 - (b) Wet wrap
 - (c) Browse
 - (d) All the above
- (x) A contract not in conformity with Article 299 of the Indian Constitution is _____.
 - (a) Voidable at the option of the Government
 - (b) Void
 - (c) Unlawful
 - (d) May be valid

- (xi) The breach of a "Warranty" in a contract of sale of goods gives :
- (a) The right to claim for damages (b) The right to reject the goods
- (c) The right to repudiate the contract (d) Right to treat it as breach of condition
- (xii) Delivery in the Sale of Goods Act can be :
- (a) Actual (b) Constructive
- (c) Symbolic (d) Either (a) or (b) or (c)
- (xiii) "Price" under Section 2(10) of Sale of Goods Act, 1930 means :
- (a) The money consideration (b) The consideration given in the form of goods
- (c) A promise made (d) Services rendered
- (xiv) A and B were partners in the partnership which they formed in 2011. In 2012, B died. A was a surviving partner, he needs to admit a new partner within _____ to continue firm.
- (a) 2 months (b) 4 months
- (c) 6 months (d) 9 months
- (xv) Any person who becomes a partner in the firm in accordance with the partnership agreement is called a :
- (a) Designated partner (b) Partner
- (c) Shareholder (d) Proprietor

1×10=10

SECTION-B

Note :— Both the questions in this Section are compulsory.

2. Answer the following (any **three**) :

- (a) Write a note on del Credere Agent.
- (b) Write Distinction between Sale and Agreement to Sell.
- (c) Explain the rights of unpaid seller.
- (d) Explain partnership at will.

5×3=15

3. Write short notes on (any **three**) :

- (a) Rights of Indemnity holder.
- (b) Doctrine of Holding out.
- (c) Bailee's right of lien.
- (d) Defaulting pawnor's right to redeem.

5×3=15

SECTION-C

Note :— Answer any **five** questions of the following :

4. Explain the modes through which the liability of a surety may be discharged.
5. Discuss Rights of Sureties under the law of Guarantee.
6. What is bailment ? Elaborate the duties of bailee towards bailor.
7. Discuss the essential elements of pledge with appropriate case laws.
8. Write a note on Agency in the light of the maxim "Qui facit per alium facit per se".
9. Explain implied conditions and implied warranties.
10. Elaborate the maxim "Nemo Dat Quod Non Habet" along with its exceptions.
11. Discuss the Mutual Rights and Duties of Partners.

8×5=40