

**UNIVERSITY OF PETROLEUM  
AND ENERGY STUDIES**



**End Semester Examination, December 2017**

**Program: B. Tech (CSE), LLB Hons Cyber Laws & (ET) LLB Hons IPR 2015**  
**Subject (Course): Contract Laws II**  
**Course Code :LLBL 102**  
**No. of page/s: 2**

**Semester – V**  
**Max. Marks : 100**  
**Duration: 3 Hrs**

**Section A (10 Marks)**

**Write meaning of the following Maxims: (2X5 Marks)**

1. Caveat Emptor
2. Nemo dat quod non habet
3. Omnis ratihabitis retrahituret mandato prior acquiporatur
4. Delgatus non potest delegare
5. qui facit per alium, facit per se

**Section B (20 Marks)**

**Write short notes on:(4X5 Marks)**

1. Estoppel
2. Bailment
3. Agent-principal relationship vs. Employer-employee relationship
4. Right of Lien

**Section C (20 Marks)**

1. A minor is admitted as a partner. What are his rights and obligation after he becomes a major?  
**(5 Marks)**
2. Write briefly: a. Holding Out  
**(5 Marks)**



b. Delegatus non potest delegare

(5 Marks)

3. Difference between Company and Partnership

(5 Marks)

### Section D

#### Application Based (50 Marks)

**Q1.** The managing Director of a company, purporting to act as agent on the company's behalf, but without its authority, accepted an offer by B, the defendant or the purchase of some sugar works belonging to them. B the defendant then withdrew his offer, but the company ratified the managing director's acceptance.

Is the defendant B bound by the offer? Is the ratification by the company valid? Give reason and refer to decided case.

**15 Marks**

**Q2.** Ritesh, a partner of the firm during a partnership transaction also sold off firm's property worth rupees 12 lakhs. He did not mention about this sale to his fellow partners and failed to deposit the amount in the bank. Later in front of the court of law, he contested that as a partner he has right to utilize the assets of the firm. Since firm does not hold any legal existence every partner hold an interest in the property.

As a solicitor on behalf of the firm contest by stating relevant cases and sections of Indian Partnership Act. Also state briefly, what are the rights and duties of a partner?

**15 marks**

**Q3.** Dev wanted to purchase a car for touring purpose and mentioned his intention to the dealer. The dealer recommended him Bugati and elaborated that it efficiently meets Dev's requirements. In the sale deed dealer mentioned that the car is best rated for touring purposes and that the purchasers had never complained riding the same. After usage of 6 months Dev complained about the dissatisfaction with regard to its mileage and maintenance, and asked for refund. Decide:

- Whether the 'car suitable for touring purpose' is a warranty or condition? Elaborate
- What is the leading case law supporting your decision?
- What are the rights and liabilities of the seller?

**20 Marks**



<b>Name of Examination</b> (Please tick, symbol is given)	:	MID	END	<input checked="" type="checkbox"/>	SUPPLE	
<b>Name of the College</b> (Please tick, symbol is given)	:	COES	CMES		COLS	<input checked="" type="checkbox"/>
<b>Program</b>	:	B. Tech (CSE), LLB Hons Cyber Laws & (ET) LLB Hons IPR 2015				
<b>Semester</b>	:	V				
<b>Name of the Subject (Course)</b>	:	Contract II				
<b>Course Code</b>	:	LLEL 102				
<b>Name of Question Paper Setter</b>	:	Amrita				
<b>Employee Code</b>	:	4001148				
<b>Mobile &amp; Extension</b>	:	837 970139				

**Note: Please mention additional Stationery to be provided, during examination such as Table/Graph Sheet etc. else mention "NOT APPLICABLE":**

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**Section A (10 Marks)**

**Write true or false (2X5 Marks)**

1. Nobody can give what he himself has not got.
2. An unpaid seller is a person to whom the part of the price has not been paid or tendered.
3. Section 9 talks about the principle of Absolute Good Faith.
4. Minor cannot be an agent but can be a beneficiary partner.
5. Registration of a partnership firm is not mandatory to claim for partnership rights.

**Section B (20 Marks)**

**Write short notes on:(4X5 Marks)**

1. void ab initio agreement vis a vis Minor as a partner
2. Indemnity
3. Bailment
4. Right of Lien

**Section C (20 Marks)**

3. A minor's agreement is void ab initio, but in partnership he can be admitted. Elaborate. **(5 marks)**
4. Explain briefly by way of an illustration : a. Holding Out **(5 Marks)**  
b. Substituted Agent **(5 Marks)**



3. Difference between Agency and Partnership

(5 Marks)

### Section D

#### Application Based (50 Marks)

**Q1.** Dev wanted to purchase a car for touring purpose and mentioned his intention to the dealer. The dealer recommended him Jaguar and elaborated that it efficiently meets Dev's requirements. In the sale deed dealer mentioned that the car is best rated for touring purposes and that the purchasers had never complained riding the same. After usage of 6 months Dev complained about the dissatisfaction with regard to its mileage and maintenance, and asked for refund. Decide by the help of a leading case law. Also elaborate on the exceptions to the rule of caveat emptor.

**20 Marks**

**Q2.** The defendant husband and his wife lived in a suite of a hotel where he was a manager and the wife acted as manageress. They had no domestic establishment of their own. The wife incurred with a tradesman a debt for clothes, payment of which was demanded from the husband. Discuss the liability of the husband to pay off the debt.

**15 Marks**

**Q2.** Ashok, a partner of the firm during a partnership transaction also sold off firm's property. He did mention about this sale to his fellow partners but failed to deposit the amount in the bank opened in firm's name. Other partners protested that it is a collective amount but later in front of the court of law, he contested that as a partner he has right to utilize the assets of the firm. Since firm does not hold any legal existence every partner hold an interest in the property.

As a solicitor on behalf of the firm contest by stating relevant cases and sections of Indian Partnership Act. Also state briefly, what are the rights and duties of a partner?

**15 marks**