

Name:

Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, May 2019

Course: Law of Contracts-II

Semester: IV

Program: B.tech Computer Science LL.B (Hons.) Cyber laws/IPR, 2017 Batch

Time: 03 hrs.

Course Code: CLCC 1004

Max. Marks: 100

Instructions: All questions are compulsory. Read questions and instructions carefully before attempting.


SET-A

S. No.	SECTION A (All are Compulsory)	Marks	CO
Q 1	Explain any one mode of dissolution of partnership firm as provided by Indian Partnership Act, 1932	2	CO 1, 2
Q 2	Differentiate between Condition and Warranty on any 2 basis	2	CO 1, 2
Q 3	“Delegatus Non potest Delegare” Explain it in brief.	2	CO 1,2
Q 4	Differentiate between Sale and Agreement to sell on any 2 basis	2	CO 2,3
Q 5	What do you understand by “Continuing guarantee”. Explain it with the help of an illustration.	2	CO 1
SECTION B (Do any 2)			
Q 6	Generally, a person who is not a partner in the firm cannot be made liable for an act of the firm. Discuss with the case law where the liability of a non-partner can arise as a partner.	10	CO 1,2
Q 7	What do you understand by the term “Unpaid Seller”. Explain the various rights available to an unpaid seller under Sale of Goods Act, 1930.	10	CO 1,2
Q 8	Describe briefly the various modes by which an agency may be terminated. When an agency is said to be irrevocable?	10	CO 1,2
Q 9	State and explain the circumstances under which a surety is discharged from his liability.	10	CO 1,2
SECTION-C (Do any 2)			
Q 10	Explain how far the rule of Caveat Emptor has undergone changes especially after passing the Consumer Protection Act.	10	CO 1,2
Q 11	Explain the status of a Minor person in a Partnership firm. On the basis of your discussion, decide the below stated issue- P enters into a partnership with R, a minor, for the benefit of R. Is the Partnership	10	CO 2,3

	valid?		
Q 12	<p>Explain the scope of Implied authority of a partner. On the basis of this doctrine decide the below stated issue-</p> <p>A, B and C are partners in a firm doing business of carrying goods in trucks. One of the partners of the firm while driving a truck knocked down a person who died on the spot. Whether other partners are liable for damages to the legal representatives of the deceased?</p>	10	CO 1,2,3
Q 13	<p>What do you understand by the term “Goods” as used Sale of Goods Act, 1930? Determine whether Sale of Goods will be applicable on the following or not? Give reason in support of your answer.</p> <p>a) Lottery Tickets b) Actionable Claims c) Currency in Circulation. d) Human hairs. e) Shares of a Company.</p>	10	CO 1,2,3
SECTION-D (All are Compulsory)			
Q 14	<p>A buyer ordered for the hessian cloth, which is generally used for packing purposes. The cloth was supplied accordingly. On receiving the cloth the buyer found that it was not suitable for packing food products as it had an unusual smell (Re Andrew Yule & Co. (1932), A.I.R, Cal. 879). Determine the rights of a buyer in this case. Give reason/s in support of your answer.</p>	10	CO 1,2,3
Q 15	<p>A and B purchased a taxi to ply it in a partnership. They had done business for about a year when A, without the consent of B, disposed of the taxi. B brought an action to recover his share in the sale proceeds. A’s only defense was that the firm was not registered. Will B succeed in his suit? Give reason/s in support of your answer. Explain in brief the effects of non-registration of partnership firms as highlighted by Indian Partnership Act, 1932</p>	15	CO 1,2,3
Q 16	<p>A is the sole proprietor of a firm. He admits B in his firm on the following terms-</p> <p>a) B is not to bring any capital, b) B is not responsible for any loss, c) B is to receive 10,000 per annum in lieu of profits d) B is not to enter any contracts on behalf of the firm.</p> <p>Discuss the legal position of B in a firm on the basis of a legal principle laid in the leading case of Cox. v. Hickman (1860) 8 HLC 268</p>	15	CO 1,2,3
Q 17	<p>A buys some furniture and agrees to pay for that in two monthly instalments, the ownership will pass to him on payment of second instalment. Having obtained</p>	10	CO 1,2,3

	<p>possession of the furniture, A, sells the furniture to B (subsequent purchaser) before paying the second instalment. B buys the furniture bona fide.</p> <ul style="list-style-type: none"> i) Determine whether the furniture dealer could take back the furniture from bona fide purchaser, if A, (original buyer) did not pay the second instalment? ii) What are the right/s available to furniture dealer in this situation? 		

Model Question Paper (Blank) is on next page

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SET-B			
S. No.	SECTION A (All are compulsory)	Marks	CO
Q 1	Explain in brief the concept of Partnership at Will.	2	CO 1, 2
Q 2	When Condition may be treated as warranty. Give illustration to justify your point	2	CO 1, 2
Q 3	Differentiate between sub agent and substituted agent.	2	CO 1,2
Q 4	Why contract of Guarantee is known as summation of Contingent contract as well as contract of indemnity?	2	CO 2,3
Q 5	Differentiate between General and Particular lien.	2	CO 1
SECTION B (Do any 2)			
Q 6	What do you understand by the term dissolution of partnership? How does it differ from dissolution of partnership firm? Explain briefly any two modes of dissolution of partnership firm as given under Indian Partnership Act, 1932.	10	CO 1,2
Q 7	What do you understand by Partnership by holding out? Explain in brief the application of this principle to- a) Retirement(of partner) cases b) Dormant Partner	10	CO 1,2
Q 8	What do you understand by the term “Agency by ratification”? What are the pre-requisites for a valid ratification?	10	CO 1,2
Q 9	What do you understand by the term “Sale” as per the provisions of Sale of Goods Act, 1930? Explain the various essentials of a valid sale.	10	CO 1,2
SECTION-C (Do any 2)			
Q 10	“Mere profit sharing is not sufficient to constitute partnership.” Do you agree?	10	CO 1,2

	Discuss this statement in the light of statutory provision/s and leading case laws.		
Q 11	“Registration of Partnership firm is optional and not mandatory.” Do you agree? What are the various consequences of Non- registration of a partnership firm given under Indian Partnership Act, 1932?	10	CO 2
Q 12	Explain in brief the various rights and duties of an agent as enunciated under Indian Contract Act, 1872.	10	CO 1,2
Q 13	Explain how far the rule of Caveat Emptor has undergone changes especially after passing the Consumer Protection Act.	10	CO 1,2
SECTION-D (All Questions are Compulsory)			
Q 14	Determine which condition has been breached in the instant case and justify your answer with statutory provisions/case laws on the issue if any a) An order was placed for some lorries to be used “for heavy traffic in hilly area”. The lorries supplied were unfit and breakdown. b) C bought a bun containing a stone which broke one of C’s teeth. c) G purchased a tweed coat which caused her inflammation of the skin due to her unusually sensitive skin.	15	CO 1,2,3
Q 15	P, Q, R, S and T, all adult members of a Joint Hindu family convert their family business into partnership. Is the partnership valid? What are the various essentials of partnership as per section 4 of Indian Partnership Act, 1932	10	CO 1,2,3
Q 16	R, a minor, was admitted to the benefits of a firm consisting of A, B and C, three adult partners. Within six months after attaining majority, R gives public notice that he has become a regular partner. However, A and B refuse to take him. Is A and B’s refusal justified? Explain the law relating to status of minor in a partnership firm.	10	CO 1,2,3
Q 17	Determine the below stated problems with the help of statutory provisions/case laws- a) A by misrepresentation induces B to sell and deliver to him a cow. A sells the cow to C before B has rescinded the contract. C purchases the cow in good faith and without notice of the seller’s defective title. Determine whether C acquires a good title or not? Give reasons in support of your answer. b) M, the owner of a wagon allowed one of his employees K, to have his name painted on it. M did so for the purpose of inducing the public to believe that the wagon belonged to K. C purchased the wagon from K in good faith. Determine whether C acquires good title or not? Give reasons in support of your answer.	15	CO 1,2,3
