

Name:	
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, December 2018

Course: law of Contracts II (Course Code: LLBL102) **Semester: 5**
Programme: : B.Tech (CSE- CL LLB)
Time: 03 hrs. **Max. Marks: 100**
Instructions: Attempt all

SECTION A

		Marks	CO
1.	Mention the rights of a minor under Indian Partnership Act.	5	CO1
2.	Agent's right of retainer.	5	CO1

SECTION B

3.	Differentiate between sub-agent and substituted agent.	10	CO2
4.	Comment on "Buyer Beware".	10	CO2


SECTION-C

5.	<p>Ram and Laxman are partners in the investment banking business. Both of them consent to Bharat holding himself out as their partners to Dashrath. Apparently acting for partnership purposes, Bharat borrows money from Dashrath, who thinks she is lending to the partnership.</p> <ol style="list-style-type: none"> 1. Who is liable for the loan? 2. Would it make any difference to your answer if Ram, but not Laxman consented to being held out? 3. Would it make any difference in your answer if Laxman had consented to Bharat holding himself as a partner to Shatrugan, but had never consented to any holding out to Dashrath? <p>Analyse the various situations in light of the provisions of Indian Partnership Act.</p>	20	CO 2
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SECTION-D

6.	<p>A is a man who repairs watches. Once B gave his expensive watch for repair to A, which he never came to claim even after passage of 1 year. So A decided to sell off the watch in the market considering that it was an imported and an expensive watch. When he sells off the watch to C, B the very next day comes to take his watch back. Can B still claim the watch back or not? Did A have a right to sell off the watch?</p>	15	CO3
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	Explain the various exceptions to the maxim “Nemo dat quod non habet”.		
7.	<p>A appoints B for sale of his house as A is planning to move abroad. B after trying his best, is not able to find a suitable buyer for the house. Thus without informing A decides to purchase the house for himself at a lower price. After certain years A comes to know about this and also that B had later on sold off the house to someone else at a much higher price.</p> <p>Can A sue B for hiding essentials facts and earning undue profit? What are the remedies available to A as a principal under the contract of Agency? Explain with the help of the provisions and illustrations and case laws.</p>	15	CO3
8.	<p>A is surety for performance of B towards his boss, C. B under the contract of the employment is working as a bank manager and will be dealing with sanctioning of loans to the extent of Rs 10 lakhs. If any kind of default takes place on part of B, A shall be responsible as a surety to C.</p> <p>After a passage of 6 months, impressed by B’s work, C promotes him and his responsibility increases from sanctioning loan of Rs 10 lakhs to Rs 50 lakhs.</p> <p>While making this change in the contract of employment A is neither consulted nor informed about it. Will A be still liable if any kind of default takes place on part of B or not. Explain with the help of relevant provisions, examples and case laws.</p>	10	CO3
9.	<p>B has signed a contract of sale for sale of rice to A. The payment had to be made on 15th April, after confirmation of which the rice was to be delivered to A’s godown. A defaulted and did not make the payment as required under the contract.</p> <ol style="list-style-type: none"> Who is an unpaid seller? define Is B an unpaid seller? What the right does B have against the bags of rice that he has in his custody? Can he sue A for the payment of the price or not? <p>Explain with help of relevant provisions, and examples.</p>	10	CO3

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Course: law of Crimes II (Course Code: LLBL102)		Semester: 5	
Programme: B.Tech (CSE- CL LLB)			
Time: 03 hrs.		Max. Marks: 100	
Instructions: Attempt all			
SECTION A			
S. No.		Marks	CO
1.	Agent's right to lien.	5	CO1
2.	Registration of Partnership firm.	5	CO1
SECTION B			
3.	What are rights of an unpaid seller?	10	CO2
4.	Modes of dissolution of a partnership firm.	10	CO2
SECTION-C			
5.	<p>Merchant is in the business of selling, and of repairing used stereos. In the ordinary course of business, Buyer buys stereo from Merchant. Buyer pays Merchant the purchase price, and takes delivery of the stereo, but later discovers that the stereo sold to Buyer was not owned by Merchant, but rather was owned by Owner. Suppose that Merchant acquired possession of the stereo in one of two different manners:</p> <ol style="list-style-type: none"> 1. Thief stole the stereo from Owner, and sold it to Merchant. 2. Owner left the stereo with Merchant to be repaired. <p>Did Merchant have power to transfer to Buyer Owner's title to the stereo? If you believe that Merchant did have that power, what was its source – express authority, implied authority, apparent authority or estoppel to deny power? Explain.</p>	20	CO 2 and 3
SECTION-D			
6.	ABC Corp. sold mobile homes and developed mobile home parks. ABC employed Agent, a licensed real estate broker, to acquire land for development as mobile home parks, at a weekly salary of \$125. Agent told ABC that Parkacre was available for purchase. ABC asked Agent to purchase the land as a middleman and then to convey the land to ABC. Agent told ABC that the land would cost \$30,000, and ABC gave	20	CO3

	<p>Agent that amount.</p> <p>Unknown to ABC, Agent had an interest in Parkacre. Before ABC had employed him, Agent had paid \$1,000 for an option to buy Parkacre for \$15,000. When ABC gave Agent the \$30,000 he asked for, Agent exercised his option to buy Parkacre. Agent then used \$14,000 of the \$30,000 to complete the purchase, and kept the remaining \$16,000.</p> <p>ABC has now sued Agent for breach of fiduciary duty, asking that Agent be required to give ABC the entire \$15,000 profit on the transaction. Agent argues that ABD's sole remedy is to rescind the transaction – return Parkacre in exchange for the \$30,000 purchase price. Discuss the remedies available.</p>		
7.	<p>A purchased 5 old lorries (trucks) from Mr B mentioning that he required lorries to transport the cows from the shandy market to the villages. As the lorries had completed the life of 15 years, the fitness was not given. Without indicating this, B had sold the vehicles. Within 15 days of purchase, two lorries broke down and 6 animals were dead for want of food. What are the remedies for Mr A.</p>	15	CO3
8.	<p>ABC Ltd is a partnership comprising of Raj, Mohan and Shyam. While conducting the business of partnership Raj was accused of making undue personal profit out of the business of the firm and thus was asked to leave the firm after a mutual settlement between all of them. Being a legal consultant, advice the firm on the legal provisions they must follow when a partner is leaving the firm, as provided under Indian Partnership Act. Advise them accordingly.</p>	15	CO3