

Name:

Enrolment No:



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

Course: Law of Contract II

Semester: II

**Programme: B.A., LL.B. (Hons.) Energy Laws/ B.A., LL.B. (Hons.) Criminal/Labour/Constitutional Laws/
B.COM.,LL.B. (Hons.) Taxation/ Media & Entertainment Laws/ B.B.A, LL.B. (Hons.) Corporate Laws/
B.B.A., LL.B. (Hons.) Banking, Insurance and Finance / International Trade and Investment Laws B.Sc.,
LL.B. (Hons.) Intellectual Property Rights/Food,Health and Environment Law/Medical and Forensic Law**

Time: 03 hrs.

Max. Marks: 100

Course Code: CLCC 1004

SECTION A

S. No.		Marks	CO
Q 1			
(a)	Differentiate between bailment & pledge.	2	CO 1
(b)	Explain any two sellers remedy against buyer in case of breach of contract under Sale of Goods Act.	2	CO 1
(c)	What are the effects of non-registration of Partnership Firm	2	CO 1
(d)	Distinguish between Sale and agreement to sell.	2	CO 1
(e)	Distinguish between ratification and revocation of authority in Agency	2	CO 1

SECTION B

	Write short notes on any four :		
Q 2	Rules of delivery of goods under Sale of Goods Act	5	CO 1
Q 3	Implied authority of partner along with restrictions.	5	CO 1
Q 4	Dissolution of Partnership firm	5	CO 1
Q 5	Rights & Liabilities of Undisclosed Principal	5	CO 1
Q 6	Doctrine of holding out in Partnership	5	CO 1

SECTION-C

Q 7	The general rule of Caveat emptor has its many exceptions provided in the Sale of Goods Act, 1930 has become virtually a rule of "Caveat Venditor". Do you agree with this statement? Explain and give reason.	10	CO 2
Q 8	' <i>nemo dat quod non habet</i> '. Explain the meaning and applicability of the maxim in India. Are there any exceptions to this principle? Explain with relevant examples, case laws and provisions.	10	CO 2
SECTION-D			
Q 9	Defendants supplied certain amount of sugar under a contract to the plaintiff's. Goods arrived at the port of destination. The plaintiff took up the shipping documents. The day on which the sugar was unloaded plaintiff re-sold some portion of the sugar to sub-purchasers. Plaintiff subsequently discovered that the sugar was not of that quality as shown in sample. All this happened within 2 days, so the reasonable time of examination had not expired. Hence plaintiff requested whole of the contract to be repudiated. Decide the claim of plaintiff. Also explain implied conditions and warranties in a contract of Sale of Goods with the help of relevant provisions and case laws.	10	CO 3
Q 10	A's car, having been stolen, was recovered by the police. Police traced the vehicle and kept it in its godown where all such recovered vehicles were kept. Police informed the plaintiff to come and collect his vehicle from the godown. Next day when A inquired about the vehicle, he was informed that vehicle has been again stolen from the godown. A filed suit against the police department i.e., state. Can state be considered to be a Bailee? Decide the liability of State with help of relevant provisions & case laws.	10	CO 3
Q 11	A, B and C agree for refining sugar in partnership. A, an expert in the job, was authorized to purchase sugar for the firm for refining. Instead of purchasing sugar from the market, he supplied from his own stock of sugar, which he had purchased earlier at much lessor price and thus made considerable profits without the knowledge of B and C. Subsequently B & C came to know about this. Advise B and C with the help of relevant provisions and case laws.	10	CO 3
Q 12	A advanced 50 lakhs to the firm of X & Y. Both X & Y agreed to carry on business subject to control of A on payment of commission of 10 % out of the profit from their business. Is A partner in the firm? Decide with relevant provisions and case laws.	10	CO 3
Q 13	'X' sold 500 tons of iron to 'B' and issued a railway receipt for the same in the name of 'B'. While the goods were in transit, 'X' came to know that 'B' has become insolvent but by that time 'B' had sold the goods to 'C' who already took the possession of the goods from the railway as per the contract. Can 'X' exercise his right of stoppage in transit. Decide and explain the concept and different rights available to unpaid seller under Sale of Goods Act.	10	CO 3

Name:	
Enrolment No:	

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

Course: Law of Contract II **Semester: II**
Programme: B.A., LL.B. (Hons.) Energy Laws/ B.A., LL.B. (Hons.) Criminal/Labour/Constitutional Laws/
B.COM.,LL.B. (Hons.) Taxation/ Media & Entertainment Laws/ B.B.A, LL.B. (Hons.) Corporate Laws/
B.B.A., LL.B. (Hons.) Banking, Insurance and Finance / International Trade and Investment Laws B.Sc.,
LL.B. (Hons.) Intellectual Property Rights/Food,Health and Environment Law/Medical and Forensic Law
Time: 03 hrs. **Max. Marks: 100**
Course Code: CLCC 1004

SECTION A

S. No.		Marks	CO
Q 1			
(a)	What are the exceptions to <i>delegatus non potest delegare</i> ?	2	CO 1
(b)	Explain any two Buyers remedy against seller in case of breach of contract under Sale of Goods Act.	2	CO 1
(c)	Differentiate between Agreement to sell and hire purchase agreement.	2	CO 1
(d)	Give any four grounds of dissolution by court of Partnership	2	CO 1
(e)	Differentiate between Indemnity & guarantee	2	CO 1

SECTION B

Q	Write short notes on any four :		
Q 2	Minor cannot be a full-fledged partner in an existing firm he may only be admitted to the benefits of existing firm	5	CO 1
Q 3	Modes and rules of delivery of goods under Sale of Goods Act	5	CO 1
Q 4	Sub Agent and substituted agent	5	CO 1
Q 5	Express and Implied authority of Partners	5	CO 1
Q 6	Mode of settlement of accounts between Partners	5	CO 1

SECTION-C

Q 7	Sharing of profit is not a conclusive evidence of creation of a Partnership. Define Partnership and analyze the real test of existence of partnership, by specifically referring to Cox v. Hickman (1860) 8 HLC 268. Justify your answer.	10	CO 2
Q 8	No one can transfer better title than he himself has. Analyse the circumstances when the non-owner of the goods can validly transfer the title of goods to another person under Sale of Goods Act, 1930	10	CO 2
SECTION-D			
Q 9	Ajay purchased an electric toaster from a shop owned by Sunil. A week later, Ajay, while using the toaster suffered a severe electric shock and the toaster ceased to function. Ajay took the toaster back to the shop and demanded a refund of his money from Sunil. Can Ajay recover the money from Sunil? Decide with the help of relevant provisions and case laws.	10	CO 3
Q 10	A and B partners in a firm, borrowed a large sum of money from C and agreed to give him a share in the profits. It was also agreed that C has powers in the conduct of the business and A & B could not sell, purchase or consign goods without the consent of C. Is C a partner in the firm? If C is to manage and control the firm and take all the profits himself and is ultimately to return the firm to A and B, will it make any difference? Decide with the help of relevant provisions and case laws.	10	CO 3
Q 11	X, Y & Z entered into a partnership agreement with a purpose to run business and share profit as well as losses equally. Partnership firm was named as 'Z Ltd' 'Z' who was the most active partner thought of taking retirement and finally he left the firm without giving a public notice. X & Y carried the business in the old name and incurred liability on Third party from whom they had purchased stock for their business. Third party filed suit against all three partners including 'Z'. Can 'Z' be liable along with other two partners? Decide with the help of leading cases and provisions. Also explain the liability of a retired partner.	10	CO 3
Q 12	A agreed to sell B 500 kgs of rice described as "Dehradun Basmati" as per sample shown and approved. Although the rice supplied was in accordance with the sample but the sample itself was of "Punjab Sela" rice. What remedies are available to buyer? Advise buyer	10	CO 3
Q 13	A sells to B certain quantity of sugar lying in A's warehouse. It was agreed that B shall get two months credit. B allows the sugar to remain in A's warehouse. B becomes insolvent before the expiry of two months. Official receiver demands delivery of the sugar without offering to pay. Can A exercise right of lien in preference to official receiver's right? Advise A with the help of relevant provisions and case laws.	10	CO 3