

Roll No.
SAP ID



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, July 2020
Open Book – Through Blackboard Learning Management System

Course: Law of Contract II
Programme: B.A., LL.B. (HONS.) Batch I

Semester: II

Time: 03 hrs.

Max. Marks: 100

Course Code : CLCC1004

Instructions:

As this examination is in open-book format, the students are expected to demonstrate a very high degree of Academic Integrity and not copy contents from resources referred. Instructors would look for understanding of the concept by the students and any similarity found from resources online/ offline shall be penalized in terms of deduction of marks and even cancellation of paper in requisite cases. The online examination committee of the School would also look for similarity of two answer scripts and if answer scripts of two or more students are found similar, both the answer scripts shall be treated as copied and lead to cancellation of the paper. In view of the aforesaid points, the students are warned that they should desist from using any unfair means.

All Questions are Compulsory
Answer each question in not more than 500 words

S. No.		Marks	CO
1	<p>A and B were partners in a firm, the latter being the managing partner of the firm. Firm was not registered. Both the partners carried on business for 6 years. Later on they decided to dissolve the Partnership firm and its winding up was entrusted on B. Some part of assets consisted of bales of cotton. A requested to sell these bales immediately. B delayed in selling them, consequently the result was that they were ultimately to be sold at much lower price than they would have fetched, if sold when A desired. A contended that the loss sustained by the postponement of the sale ought to be borne by B alone.</p> <p>Decide with the help of relevant provisions and case laws. Also analyse the consequence of non- registration of Partnership firm.</p>	20	CO1 CO4
Ans.			
2	<p>Five friends entered into partnership for running the business of household furniture, with the intention of carrying on business for a duration of minimum 5 years and agreed to share the profits and the losses equally. They further agreed that if any of them died before the expiry of 5 years, the others would continue the business and pay the share of the profits of the deceased to his legal representatives. On the death of one the partners, rest of surviving partners continued the business. The legal representatives of the deceased partner who did not actually took part in the management of the business, were paid 1/5th share of profits made since the death of</p>	20	CO2 CO4

	<p>the deceased. Later the business started suffering losses. The partnership firm sued the legal representatives of the deceased to make him liable to share the loss in respect of a contract entered into by the surviving partners after the death of the deceased partner.</p> <p>Decide the liability of the legal representatives of the deceased partner regarding such losses; with the help of relevant provisions and case laws. Also analyse the mode of determining existence of partnership.</p>		
Ans.			
3	<p>The plaintiff ordered for the construction of two shafts for their two ships. Detailed specifications were given at the time of order; but certain matters were left to the defendants. The shafts were supplied within the specified time period but it was bit defective, and it was not as per specifications mentioned by the plaintiff. There was substantial area outside the specification, which was not covered by its direction as they were left on the skill and judgment of the seller. Plaintiff refused to make payment to the seller and intended to cancel the contract. Discuss the liability of Seller with the help of legal provisions and case laws.</p>	20	CO4
Ans.			
4	<p>An agent was authorized by his principal to sell artificial manure. He had no authority to give any warranty about the goods. Still he gave warranty to the buyer that manure contained 30% of phosphate of lime. The warranty turned out to be false. Decide the liability of agent with the help of relevant case laws and provisions in the light of scope of agents' authority in a contract of agency.</p>	20	CO4
Ans.			
5	<p>'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 analyse the concept and different rights available to unpaid seller under Sale of Goods Act.</p>	20	CO3 CO4
Ans.			

I,, understand that submitting work that isn't my own may result in failure in this paper and I may also be subject to Disciplinary Proceedings as per the Academic Integrity policy of the University.