

Name:	 UPES <small>UNIVERSITY WITH A PURPOSE</small>
Enrolment No:	

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
Online End Semester Examination, June 2021

Course: Law of Contract II	Semester: II
Program: BA/BBA/BCOM.LL.,B.	Time 03 hrs.
Course Code: CLCC1004	Max. Marks: 100

SECTION A

1. Each Question carries 5 Marks. Attempt all.
2. Instructions: Read all questions carefully and write short answers on the followings:

S. No.	Question	CO
Q 1	Distinguish between Contract of sale and Hire Purchase Agreement	CO1
Q2	What are the modes of 'dissolution of a firm'? Describe the circumstances in which a partnership firm may be dissolved by the court.	CO1
Q3	Differentiate between Contract of Guarantee and Contract of Indemnity.	CO1
Q4	What is Partnership property? What all are things included in it?	CO1
Q5	What are the remedies available to the seller and the buyer in a case of breach contract under Sale of Goods Act?	CO2
Q6	Explain in brief various rights of an unpaid seller.	CO2

SECTION B

1. Each question will carry 10 marks. Attempt all.
2. Instruction: Analyze the given statements and answer the questions that follow.

Q 7		CO2
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	<p>B and C, two partners in a firm, admitted M, a minor, to the benefits of the firm. What would be the rights and liabilities of M in respect of the acts of B and C in relation to the firm's business in the following situations:-</p> <p>(a) During his minority, (b) after his attaining majority- when he opts/ opts not to become a partner in the firm?</p>	
Q 8	Explain the doctrine of Holding out with the help of relevant provisions and case laws.	CO2
Q 9	'Parties calling their relation as agency' is not the conclusive test for determining the existence of Contract of Agency. Analyze the test of determining existence of agency & other statutory modes for creation of Contract of agency with the help of leading cases & provisions.	CO3
Q 10	Every partner is liable jointly with other partners and also severally for all the acts of the firm done while he is a partner. Explain the implied authority of partner along with restrictions.	CO3
Q 11	<p><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 and provisions.</p> <p>Or</p> <p>Define pledge and discuss the circumstances under which a valid pledge can be made by persons other than owner of the goods.</p>	CO4

Section C

1. Question carries 20 Marks. Attempt both questions.

2. Instruction: Write your answers with support of legal provisions.

Q12	<p>1) A, B and C, owners of different mini buses to avoid unhealthy competition, entered into an agreement to ply their buses on the permitted routes in Delhi, and to divide the proceeds equally. It was also agreed that the maintenance of the buses and the expenditure in running them will be met by them jointly, but all the parties shall be at the liberty to make appointments and removals of the conductors and drivers individually.</p> <p>Discuss whether a partnership exists between A, B and C with the help of relevant provisions and decided case laws, also explain the mode of determining the existence of partnership</p> <p>2) Seller supplied certain amount of sugar under a CIF contract to the buyer's Company. Goods arrived at the port of destination. Buyer took up the shipping documents. The day on which the sugar was unloaded buyer re-sold some portion of the sugar to sub-purchasers. Buyer subsequently discovered that the sugar was not of that quality and quantity as shown in sample. All this happened within 4 days of receiving goods. Hence the buyer requested whole of the contract to be repudiated. Decide the claim of buyer with the help of relevant provisions and case laws. Also explain implied</p>	CO4
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	conditions and warranties in a contract of Sale of Goods with the help of relevant provisions and case laws.	
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