


Name:			
Enrolment No:			
UPES End Semester Examination, May 2023			
Course: Law of Contract II Program: LL.B(Hons.) Course Code: CLCC1004		Semester: II Time: 03 hrs. Max. Marks: 100	
Instructions: Attempt all the questions.			
SECTION A (5Qx2M=10Marks)			
S. No.		Marks	CO
Q 1	Define 'Specific Goods'.	2	CO1
Q 2	Differentiate between Pledge and Bailment.	2	CO1
Q 3	Define the 'Right of Subrogation'.	2	CO1
Q 4	Define 'Partnership at will'.	2	CO1
Q 5	Briefly explain the maxim ' <i>delegatus non potest delegare</i> '.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Q 6	Discuss the Rights of Indemnity Holder.	5	CO2
Q 7	Explain the Rights of a Pawnee.	5	CO2
Q 8	Risk prima facie passes with the property is a general rule under Sale of Goods Act, 1930. Discuss with exceptions.	5	CO2
Q 9	Explain the 'Rights of an Unpaid Seller'.	5	CO2
SECTION-C (2Qx10M=20 Marks)			
Q 10	"There is no implied warranty or condition as to quality or fitness for any particular purpose of goods supplied under a contract of sale." Examine the above statement and explain its exceptions with reference to statutory provisions and decided cases.	10	CO3
Q 11	"Ratification has a retrospective effect". Comment. In the light of <i>Bolton Partners v Lambert</i> , explain the concept of 'Agency by Ratification'.	10	CO3

	State the rules of valid ratification and state the relationship between principal and agent that may be constituted by subsequent ratification by the principal.		
SECTION-D (2Qx25M=50 Marks)			
Q 12	<p>Ashiman, Bashar & Chandrain are partners in a firm named as Zenith doing the business of textiles from the year 2000 and registered Firm. Chandrani retires in the year March 2020 and Dhiraj is admitted as a new partner in the partnership firm in April 2020. No public notice of the change is given by the firm pertaining retiring of Chandrani and admission of Dhiraj as new partner was given, but the firm continues its business in its old name of Zenith. The change in the partners structure was not informed as per the requirement under partnership. Mihir, a customer of the firm since 2015 supplying raw material to the firm deals with the firm after change in the constitution of the firm and the firm becomes indebted to Mihir since July 2021. Mihir sues Ashiman, Bashar, Chandrain & Dhiraj to recover his dues which was outstanding of Rs. 15 lakhs dated back then from September 2019 till February 2023. In a plaint filed by Chandrain he contended that he had retired in March 2020 and not liable to Mihir whereas Dhiraj contended that he is not liable as being new partner for any debts and only other 3 partners liable. Based on the above facts justify the problem with relevant provisions and cases -</p> <ol style="list-style-type: none"> a. Explain the liability of Ashiman, Bashar, Chandrain & Dhiraj towards Mihir on the basis of partnership provisions. (10 Marks) b. To what extent Chandrain and Dhiraj liable as being retiring and new partner? (10 Marks) c. Whether Mihir being a third party could invoke remedies under partnership act? (5 Marks) 	25	CO4

Q 13	<p>a) Bunny and Carlos, two partners in a firm, admit Jojo, a minor, to the benefits of the firm. What would be the rights and liabilities of Jojo in respect of the acts of Bunny and Carlos in relation to the firm's business in the following situations:-</p> <p>i) During his minority, ii) after his attaining majority- when he opts/ opts not to become a partner in the firm?</p> <p>b) Prakrit is the sole proprietor of a firm. He admits Pali in his firm on the following terms-</p> <p>a) Pali is not to bring any capital, b) Pali is not responsible for any loss, c) Pali is to receive 10,000 per annum in lieu of profits, and d) Pali is not to enter into any contracts on behalf of the firm.</p> <p>Discuss the legal position of Pali in a firm based on a legal principle laid in the leading case of Cox. v. Hickman (1860) 8 HLC 268</p>	25	CO4
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