

Seat No. : _____

MP-102

March-2019

Integrated LL.B., Sem.-II

IL-111 : Special Contract

Time : 2:30 Hours]

[Max. Marks : 70

- Instructions :** (1) Answer **all** the questions.
(2) Figures to the right in bracket indicate marks for each question.

1. “Although sharing of profits is an essential element of partnership, it is not the sole test”. Comment and discuss. **18**

OR

Write notes on :

- (A) Modes of termination of an agency. **10**
(B) Implied Conditions. **8**

2. Write notes on :
(A) Limited Liability Partnership - meaning and salient features. **10**
(B) Explain “Pledge”. State the difference between “Bailment and Pledge”. **8**

OR

Discuss in detail “Contract of Sale”. How is it different from an “Agreement to sell” ? **18**

3. What is the object of the “Specific Relief Act, 1963” ? What are the remedies available under it ? **18**

OR

Writes notes on :

- (A) Essential elements of a valid guarantee. **10**
(B) Who is an “agent” ? What are his duties ? **8**

4. (A) Give Legal Advice (Any **Two**) :

10

- (1) Jay, Ajay and Sanjay run a partnership business as pharmacists. Jay orders on credit a basket of mangoes to be delivered at his house for his personal use. The order is made out on the firm's notepad and in the name of the firm. Discuss the liability of the firm.
- (2) Akshay contracts with Twinkle to purchase 20 litres of tomatoe juice. Accordingly, Twinkle crushes the tomatoes, makes the juice and fills it in bottles ready for the delivery by Akshay. Akshay delays to take the delivery and the juice goes sour and has to be thrown away. Who will be liable to pay ?
- (3) Anjani and Neerja go to a shop. Anjani says to the shopkeeper, "Let Neerja have the goods and if she does not pay, I will." What kind of a contract is this ?
- (4) Siya gives a piece of cloth to her tailor to be stitched into a dress. The tailor promises to Siya to deliver the dress as soon as it is made and to give Siya three months' credit for the charges. Is the tailor entitled to retain the coat until the charges are paid ?

(B) Multiple Choice Questions : (Any **Three**)

6

- (1) The liability of a hotel keeper in respect of goods belonging to a guest is that of a
 - (a) Pawnee
 - (b) Surety
 - (c) Bailee
 - (d) Acceptor
- (2) In case of a pledge, the pawnee
 - (a) Can retain the goods, until the debt is paid
 - (b) Can retain the goods for payment of interest due on debt
 - (c) Cannot retain the goods for necessary expenses incurred in respect of goods pledged
 - (d) Both (a) & (b)

- (3) Caveat Emptor means
- (a) Let the seller beware
 - (b) Let the buyer beware
 - (c) Let the principle beware
 - (d) None of the above
- (4) If the goods of the bailor gets mixed up with the like goods of the bailee by the act of an unauthorized third party, the cost of separation will have to be borne by
- (a) Bailor
 - (b) Bailee
 - (c) The third party
 - (d) Bailor & bailee in proportion of their share of goods
- (5) Section 26 fixes the time limit for discovery of mistake or fraud to be
- (a) six months
 - (b) three months
 - (c) 1 year
 - (d) No time limit is fixed.
- (6) Which of the following is not an exception to the maxim “Nemo Dat Quod Non-Habet” ?
- (a) Sale by one of the joint owners
 - (b) Sale by mercantile agent
 - (c) Sale by a person in possession under a voidable contract
 - (d) Sale without the consent or authority of the owner
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