

Seat No. : \_\_\_\_\_

# ML-112

March-2019

LL.M., Sem.-III

## EBL-501 : Special Contract and E-Commerce

Time : 2:30 Hours]

[Max. Marks : 100

**Instruction :** (1) Answer all the questions.

(2) Figures to the right in bracket indicate marks for each question.

1. Discuss in detail the provisions relating to the Unpaid seller under the Sale of Goods Act. **25**  
**OR**
  - (a) Offences and Penalties of IT Act, 2000 **15**
  - (b) E-Commerce Contracts **10**
2.
  - (a) Limited Liability Partnership (LLP) **15**
  - (b) Doctrine of Caveat Emptor with exceptions. **10****OR**

What is the conclusive test for presence of Partnership ? Discuss the elements of Partnership in detail. **25**
3. Define Agency. Explain different modes to end the agency. **25**  
**OR**
  - (a) Effect of non-registration of the partnership firm. **15**
  - (b) Discuss : "The right of stoppage in transit is an extension of an unpaid seller's right of lien." **10**
4.
  - (a) Write short notes on : (any **two**) **15**
    - (1) Types of Agency
    - (2) Rights and duties of Principle
    - (3) Distinguish between a sale and an agreement to sell
    - (4) Minor Partner
  - (b) Explain with reasons whether the following statements are **true** or **false** : (Any **two**) **10**
    - (1) Section 4 of the Sale of Goods Act, 1930 defines a contract of sale of goods.
    - (2) A condition is a stipulation collateral to main purpose of the contract and the breach of which gives rise to a right to claim for damages but not to a right to reject goods and treat the contract as repudiated.
    - (3) Minor partner is liable up to his share in a partnership.
    - (4) The rule of unanimity contained in section 12(c) of the Indian Partnership Act,1932 has a reference to fundamental matters.
    - (5) Right to lien means right to retain the possession of goods.