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Total number of printed pages-4

19 (II) SPCN 2.3

2019

SPECIAL CONTRACT

Paper : 2.3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Answer the correct one : 1×10=10
- (a) Indemnity means (security from damage/security for more profit).
- (b) A guarantee which extend to a series of transactions is called (Special Guarantee/Continuing Guarantee).
- (c) Qualifications of Agents are provided under _____ of the Contract Act. (section 184/section 183)
- (d) (Section 197/Section 196) of the Indian Contract Act deals with the effect of ratification.

Contd.

- (e) In case of transaction of sales from a seller to a buyer along with goods, what else get transferred. (Property in goods/ Value in goods)
- (f) The goods which form the subject matter of a contract of sale may be movable or immovable. (True/False)
- (g) "Partnership" has been defined under (section 4/section 5) of the Indian Partnership Act, 1932.
- (h) (Business/Trade) has been defined in section 2(b) of the Indian Partnership Act, 1932.
- (i) (Chapter II/Chapter III) of the Limited Liability Partnership Act, 2008 deals with nature of L.L.P.
- (j) The Limited Liability Partnership Act, 2008 came into force on (31 March, 2008/31 March, 2009).

2. Write on the following : $2 \times 5 = 10$

- (a) Continuing Guarantee.
- (b) Unpaid Seller.
- (c) Define Agency.
- (d) Define the term L.L.P.
- (e) Dissolution of Partnership by Court.

3. Define Bailment. Discuss its essential elements and duties of a Bailor and Bailee. $2+2+8=12$

Or

Define pledge. Discuss the rights and liabilities of a pawnor and pawnee. $4+8=12$

4. "Doctrine of Caveat Emptor has lost much of its significance in modern times". Discuss. 12

Or

Explain the following : (any two) $6+6=12$

- (a) Discuss the exceptions to the principle of "Nemo dat quod non habet."
- (b) What is "Condition" and "Warranty"? What are the consequences of breach of condition or warranty?
- (c) Auction Sale.

5. Discuss "Agency by estoppel" and "Agency by ratification". How far is the principal bound when the agent exceeds his authority? $6+6=12$

Or

Describe briefly the various modes by which an agency may be terminated. When is agency irrevocable? 8+4=12

6. (a) Define partnership. What are its essentials?
- (b) Although sharing of profit is an essential element of partnership, it is not the sole test, comment. 8+4=12

Or

- (a) Can a minor be admitted in Partnership firm? Discuss his rights and duties. 2+4=6
- (b) Distinguish between Partnership and Company. 6

7. Distinguish between : 6+6=12
- (a) LLP and Partnership
- (b) LLP and Company.

Or

- Explain : 6+6=12
- (a) Protection of Whistleblower
- (b) Body corporate as per the Limited Liability Partnership Act, 2008.

2018

SPECIAL CONTRACT

Paper : 2.3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Answer the correct one : $1 \times 10 = 10$
- a) A Contract of Indemnity is a type of Contract.
(Quasi Contract/Contingent Contract)
 - b) According to sec 128 of the Indian Contract Act, the liability of the surety is co-extensive with that of the (Creditor/Principal Debtor)
 - c) Section of the Contract Act defines Sub-Agent. (193/191)
 - d) Section to of the Contract Act deals with Principal's duty to Agent. (220 to 225/ 220 to 230)

Contd.

- e) Partnership for a fixed period of time is called (particular partnership/partnership at will)
- f) The partnership deed must be properly drafted and stamped according to the provision of (Indian Stamp Act/Indian Partnership Act)
- g) Condition is a stipulation which is (essential to the main purpose of the contract/collateral to the main purpose of contract)
- h) is the concept of "Let the buyer beware". (Unfair Trade Practices/Caveat Emptor)
- i) Limited Liability Partnership is a body corporate. (True/False)
- j) Whether Partnership law applies to the Limited Liability Partnership ? (Yes/No)

2. Write on the following : 2×5=10

- a) Define Pledge
- b) Duties of Bailee
- c) Holding out
- d) Whistle Blowing
- e) Agreement to Sell.

3. What is Guarantee ? Discuss how a surety is discharged from his liability. 2+10=12

Or

What is Indemnity ? Explain the Rights of an Indemnity Holder. When can an Indemnifier be made liable ? 4+4+4=12

4. Define Agency. What are the various modes of creation of Agency ? 2+10=12

Or

Explain Ratification. Discuss in detail the essentials of valid ratification. 3+9=12

5. Define Contract of Sale. Describe the essentials of Valid contract of sale. What is the difference between Sale and Hire Purchase Agreement ? 2+6+4=12

Or

Explain the Doctrine of Caveat Emptor and also discuss the exceptions to it. 12

6. "Partnership arises from contract and not from status" — Explain. 12

Or

What do you mean by Dissolution of a Firm ?
What are the various modes of Dissolution
of a Partnership Firm ? 2+10=12

7. What is the nature of Limited Liability Partnership ? Explain the procedures for incorporation of Limited Liability Partnership under the Limited Liability Partnership Act, 2008. 5+7=12

Or

Explain the following : *(any two)*

6+6=12

- a) Distinguish between LLP and Partnership.
- b) Unpaid Seller.
- c) *Nemo dat quod non habet.*

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2017

SPECIAL CONTRACT

Paper : 2-3

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Fill in the blanks : 1×10
- (i) According to section -----, any variance, made without the surety's consent, in the terms of the contract between the principal debtor and the creditor discharges the surety as to transactions subsequent to the variance. (132/133)
- (ii) Bailment deals with ----- property. (movable / immovable)
- (iii) Section ----- provides that there can be no revocation of authority when an agent has interest in the subject matter. (202/204)

Contd.

(iv) According to section 238, the principal's liability is based on the rule ----- .
(*delegatus non potest delegare / qui facit per alium facit per se*)

(v) The Sale of Goods Act came into force on -----, 1930. (1st July / 22nd August)

(vi) Section ----- provides that where by a contract of sale, the seller purports to effect a present sale of future goods, the contract operates as an agreement to sell of the goods. [2(6)/6(3)]

(vii) The provision regarding the duration of partnership or its determination, in the partnership contract, may be ----- .
(either express or implied express only).

(viii) Chapter ----- deals with the registration of partnership firms. (VI/VII)

(ix) Section ----- deals with the eligibility to be a partner under the Limited Liability Partnership Act, 2008. (3/4)

(x) Any change in the partner of a limited liability partnership shall ----- the existence, rights or liabilities of the Limited Liability Partnership. (affect/ not affect)

2. Answer the following questions : 2x5=10

(i) Distinction between Pledge and Lien.

- (ii) Del Credere Agent.
- (iii) Define Seller and Price.
- (iv) Right of subrogation.
- (v) What is LLP?

3. Define pledge. State the respective rights and duties of pawnor and pawnee.
2+10=12

Or

What is the contract of guarantee? What are its special features? Distinguish between a contract of guarantee and a contract of indemnity. Does the death of a surety put an end to the contract of guarantee?
2+3+4+3=12

4. Who is an agent? Describe the various types of agents in brief. Is consideration necessary to create an agency?
2+7+3=12

Or

Write short notes on : 3x4=12

- a) Essential elements of agency
- b) Duties of an agent
- c) Essential conditions for a valid ratification
- d) Exception to the rule of agent's immunity.

5. Define sale of contract. Describe the essentials of contract of sale. Make a distinction between sale and agreement to sale. $2+6+4=12$

Or

Explain the rule of '*Nemo dat quod non habet*' with its exceptions. $4+8=12$

6. Is registration of partnership firms compulsory? What is the procedure for the registration of a firm? What are the consequences of non-registration of a firm? Discuss. $3+6+3=12$

Or

What is meant by implied authority of a partner? What are the statutory restrictions on a partner's implied authority?

$6+6=12$

7. What is the nature of Limited Liability Partnership (LLP)? How LLP agreement is made? State the procedure for incorporation of a LLP under The Limited Liability Partnerships Act, 2008. $3+2+7=12$

Or

Explain the following : **(any two)** $6+6=12$

- I. Distinguish Limited Liability Partnership from Partnership.
- II. Main features of LLP.
- III. Difference between Limited Liability Partnership and Company.

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19 (3-II) SPCN 2·5

2016

SPECIAL CONTRACT

Paper : 2·5

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. Fill in the blanks : 1×10=10

- (i) Section 129 of the Indian Contract Act defines _____. (Continuing guarantee / Contract of guarantee)
- (ii) According to section 128 of the Indian Contract Act, the liability of the surety is co-extensive with that of the _____.
(Creditor / Principal debtor)
- (iii) An agent who for extra remuneration undertakes the liability to guarantee the due performance of the contract by the other party is called _____.
(Commission agent / Del-credere agent)

Contd.

- (iv) A _____ sets under the control and direction of principal.
(sub agent/substituted agent)
- (v) Clubs are the form of _____.
(Partnership/Association of peculiar nature)
- (vi) Principal of holding out as provided under section 28 of the Indian Partnership Act is based on the _____.
(Doctrine of vicarious liability / Doctrine of estoppel)
- (vii) A stipulation in a contract of sale, which is collateral to the main purpose of the contract is called _____.
(Conditions/Warranty)
- (viii) _____ are goods identified and agreed upon at the time a contract of sale is made.
(Ascertained goods/Specific goods)
- (ix) Registration with Registrar of Limited Liability of Partnership is _____.
(optional / compulsory)
- (x) Maximum number of partners under Limited Liability of Partnership is _____.
(20/unlimited)

2. Answer the following questions : $2 \times 5 = 10$

- (i) What is F.A.S contract and F.O.B contract under contract of sale ?
- (ii) Define Bailment.
- (iii) Mention the kinds of agent.
- (iv) Define Partnership at will and particular partnership.
- (v) Define holding out under Limited Liability Partnership Act, 2008.

3. Define surety. Explain the rights of surety against the principal debtor, creditor and co-sureties. $3+3+3=12$

Or

Define Pledge. Who can pledge ? Explain the rights of pawnee. $2+4+6=12$

4. Explain ratification. State in detail the essentials of a valid ratification. $4+8=12$

Or

Who is an Agent and Principal ? Discuss the rights of Agent and duties of Principal. $2+2+8=12$

5. Define Partnership. Explain in detail the rights and duties of the partners. $2+5+5=12$

Or

What is dissolution of a firm ? Discuss in detail the modes of dissolution of a firm. $3+9=12$

6] What is Condition and Warranty under Sales of Goods Act 1930 ? Distinguish between Condition and Warranty. When breach of condition can be treated as breach of warranty ? $4+4+4=12$

Or

↓ Discuss the duties of seller and buyer. What are the modes of delivery of goods ? Explain the rules regarding delivery of goods. $2+3+7=12$

7. Write short notes on : $3+3+3+3=12$

- (a) Whistle blowing
- (b) Relationship of partners
- (c) Registration and effect of conversion
- (d) Extent of liability of limited liability partnership

under Limited Liability Partnership Act 2008.

Or

Explain the nature and scope of Limited Liability Partnership Act 2008. 12

Total number of printed pages-4

19 (3-II) SPCN

2015

SPECIAL CONTRACT

Paper : 2·2

(Old Course)

Full Marks : 80

Time : Three hours

The figures in the margin indicate full marks for the questions.

1. (a) Fill in the blanks : $1 \times 10 = 10$
- (i) In case of a Contract of guarantee, there are _____.
(two parties / three parties)
- (ii) In _____, a Contract of guarantee should be in writing whereas a Contract of indemnity may be either oral or in writing.
(India / England)
- (iii) A _____ is an agent entrusted with the possession of goods for the purpose of selling them.
(Factor / Broker)

Contd.

- (iv) A _____ acts under the control of and the directions of the agent.
(Sub agent / Substituted agent)
- (v) _____ means goods to be manufactured or produced or acquired by the seller after making of the contract of sale.
(Future goods / Specific goods)
- (vi) _____ means voluntary transfer of possession from one person to another. (Sale/Delivery)
- (vii) A partner's liability is always _____. (limited / unlimited)
- (viii) Firm is _____.
(a legal person / not a legal person)
- (ix) Every limited liability partnership shall have at least _____ partners.
(2/5)
- (x) Any change in the partner of a limited liability partnership shall _____ the existence, rights or liabilities of the limited liability partnership. (affect / not affect).
- (b) Answer the following questions :
2×5=10
- (i) Define continuing guarantee.

- (ii) Distinguish between sub agent and substituted agent.
- (iii) Differentiate between specific goods and unascertained goods.
- (iv) Define goodwill.
- (v) What are the effects of registration of limited liability partnership?

2. Define contract of guarantee and indemnity. Explain the main features of Contract of guarantee. What are the rights available to surety? 12

Or

Define pledge. Distinguish between bailment and pledge. Explain the requirements of a valid pledge. Discuss the rights of pawnee. 12

3. Who is an agent? Explain in detail the rights and duties of an agent. 12

Or

Discuss in detail the ways in which an agent's authority may be terminated. 12

4. "Risk prima facie passes with the ownership". Comment. State the exceptions, if any, to this rule. 12

Or

Discuss implied conditions and warranties.
Explain implied conditions as to sale by
description. 12

5. Explain, with suitable examples, what is meant by
- (a) Doctrine of 'Holding out'
 - (b) Retirement of a partner
 - (c) Agreement in restraint of trade.

4×3=12

Or

Define partnership. What are the essential requirements of the partnership? Explain the rights and duties of a partner.

6. Explain the following : 3×4=12
- (a) Holding out
 - (b) Relationship of partners
 - (c) Protection to whistle blowers.

Or

Distinguish between a limited liability partnership and a company. Explain the liabilities of limited liability partnership and its partners.

12

2014

SPECIAL CONTRACT-II

(New Course)

Paper : 2·3

Full Marks : 80

Time : Three hours

*The figures in the margin indicate full marks
for the questions.*

1. Multiple choice questions : $1 \times 10 = 10$
- (i) The surety stands discharged by —
- (a) revocation
 - (b) death
 - (c) variance in the terms of the contract without his consent
 - (d) all the above.

Contd.

- (ii) A Guarantee —
- (a) has to be in writing
 - (b) can be oral
 - (c) can be oral or in writing
 - (d) neither (b) nor (c).
- (iii) Under the Law of Agency the authority of an agent may be —
- (a) Expressed
 - (b) Implied
 - (c) Expressed or Implied
 - (d) Only (a).
- (iv) The term 'Specific Goods' has been defined in the Sale of Goods Act, 1930 under —
- (a) Sec. 2(12)
 - (b) Sec. 2(15)
 - (c) Sec. 2(13)
 - (d) Sec. 2(6).

- (v) 'Delivery' within the meaning of Sec. 2(1) of the Sale of Goods Act, 1930 can be —
- (a) actual
 - (b) constructive
 - (c) symbolic
 - (d) all the above.
- (vi) The minimum number of persons required for a partnership is —
- (a) two
 - (b) five
 - (c) ten
 - (d) twenty.
- (vii) A substituted agent can be appointed by —
- (a) Principal
 - (b) Agent
 - (c) Sub-agent
 - (d) all the above.

(viii) Pawnor's right to redeem is defined in The Indian Contract Act, 1872 under —

- (a) Sec. 171
- (b) Sec. 173
- (c) Sec. 175
- (d) Sec. 177.

(ix) The liability of partners in a partnership firm is —

- (a) Limited
- (b) Unlimited
- (c) Joint and Several
- (d) Both (b) and (c).

(x) Limited Liability Partnership was passed in the year —

- (a) 2006
- (b) 2007
- (c) 2008
- (d) 2009.

2. Answer the following questions : $2 \times 5 = 10$

- (a) Who is Surety ?
- (b) Mercantile agent.
- (c) Partnership at Will.
- (d) Who is Co-agent ?
- (e) Rule of *Caveat Emptor*.

3. Discuss the rights of a surety against —

- (i) the creditors
- (ii) the principal debtor. $6+6=12$

Or

What is Pledge ? Discuss the rights of a pawnor. Is there any difference between bailment and pledge ? $3+4+5=12$

4. Who is an agent ? How does he differ from a servant ? Can a minor be appointed as an agent ? $2+5+5=12$

Or

What is agency by ratification? What are the requisites of a valid ratification? 4+8=12

5. Define Unpaid Seller. Discuss the rights of an unpaid seller. 12

Or

Discuss the rule of *Caveat Emptor*. Is there any exception to this rule? 12

6. "Although sharing of profits is an essential element of partnership, it is not the sole test" — Discuss. 12

Or

What is firm name? Discuss the rights of outgoing partner. 2+10=12

7. Explain the nature and scope of Limited Liability Partnership Act, 2008. How Limited Liability Partnership firm is different from partnership firm? 8+4=12

Or

Write short notes on : (**any two**)

6+6

- (i) Protection to whistle blowers
(ii) *Nemodat quod non habet*
(iii) Different kinds of Agents.

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19(3-II) SPCN

2013

SPECIAL CONTRACT

(New Course)

Full Marks : 80

Time : Three hours

*The figures in the margin indicate full marks
for the questions.*

1. (a) Fill in the blanks :— 1×10=10
- (i) Section 124 of Indian Contract Act defines _____. (Contract of Indemnity / Guarantee)
- (ii) A guarantee which extends to series of transaction is known as _____. (particular guarantee / continuing guarantee)
- (iii) A sub-agent is _____. (agent's agent / principal's agent)

Contd.

- (iv) Under the Sales of Goods Act, 1930 delivery can be _____. (symbolic and actual / none of them)
- (v) In a contract of guarantee there are _____. (two contracts / three contracts)
- (vi) Agency by estoppel is included under the _____. (express agreement / implied agreement)
- (vii) There are _____ between indemnity and guarantee. (differences / no differences)
- (viii) The liability of partners in a partnership firm is _____. (limited / unlimited)
- (ix) *Caveat emptor* means _____. (let the seller beware / let the buyer beware)
- (x) Limited Liability Partnership was passed in the year _____. (2008/2009)

(b) Answer the following questions : $2 \times 5 = 10$

- (i) What is pledge ?
- (ii) What are the rights available to surety ?
- (iii) Mention the kinds of agent.
- (iv) What is lien ?
- (v) Define partnership.

2. What is guarantee ? Discuss how a surety is discharged from his liability. $2 + 10 = 12$

Or

What are the different kinds of bailees ? Is there any difference between bailment and pledge ? $7 + 5 = 12$

3. State briefly the duties of an agent to the principal. What is the degree of skill required of an agent ? 12

Or

Write explanatory notes on : $6 + 6 = 12$

- (i) Ratification
- (ii) Termination of agency.

4. Who is an unpaid seller ? Explain the rights available to an unpaid seller. 2+10=12

Or

Explain — '*Nemo dat quod non habet*'. Are there any exceptions to it ? 12

5. 'Partnership arises from contract and not from status' Explain. 12

Or

Explain the various modes of dissolution of a firm.

6. Explain the nature and scope of Limited Liability Partnership Act 2008. 12

Or

Distinguish between condition and warranty under Sales of Goods Act 1930. When does a condition descend to the level of a warranty ? 6+6=12

- (iii) Knockout agreements are
- (1) prima-facie illegal
 - (2) void if cause harm or injury to third party
 - (3) voidable
 - (4) None of the above
- (iv) According to Section 128 of the Indian Contract Act, the liability of the surety is coextensive with that of the
- (1) principal debtor
 - (2) promisor
 - (3) creditor
 - (4) None of the above
- (v) A seller is called unpaid seller when
- (1) whole of the price of goods has not been paid
 - (2) whole of the price of goods has not been tendered
 - (3) a negotiable instrument is dishonoured by the buyer
 - (4) Any of the above

- (vi) Document of title to goods does not include
- (1) bill of lading
 - (2) order for delivery of goods
 - (3) acknowledgement of possession of goods
 - (4) railway receipt
- (vii) According to Section 32 of the Indian Partnership Act, a partner may retire from the firm
- (1) if he has attained the age of 65 years
 - (2) he wishes to be retired
 - (3) with the consent of all the other partners
 - (4) on introduction of a new partner
- (viii) Section 2(9) of the Sale of Goods Act, defines
- (1) insolvent
 - (2) mercantile agent
 - (3) goods
 - (4) None of the above