2024

LAW

Paper - LLB 203

(Special Contract)

Full Marks - 80

Pass Marks - 36

Time - 3 hours

The figures in the margin indicate full marks for the questions

1. Choose the correct answers : 1x10=10

(a) Bailment deals with ________ property.

(i) movable

(ii) immovable

(iii) intellectual

(iv) corporal

(b) A Guarantee may be ____________.

(i) written

(ii) oral

(iii) verbal

(iv) oral or written

(c) For the purpose of pledge, delivery of possession of goods ________.

(i) has to be actual

(ii) may be constructive

(iii) actual

(iv) fictitious

(d) Under the Law of Agency the authority of an agent may be ________.

(i) expressed

(ii) expressed or implied

(iii) purposive

(iv) improper

(e) The Sale of Goods Act came into force on ________ 1930.

(i) 1st July

(ii) 22nd August

(iii) 1st January

(iv) 3rd June

(f) ________ means voluntary transfer of possession from one person to another.

(i) Sale

(ii) Delivery

(iii) Possession

(iv) Ownership

(g) Stipulation collateral to the main purpose of the contract is called ________.

(i) condition

(ii) warranty

(iii) guarantee

(iv) disposition

(h) Partnership is ________.

(i) a juristic person

(ii) not a juristic person

(iii) neuter

(iv) none

(i) The liability of partners in a partnership firm is ______.
  (i) limited
  (ii) unlimited
  (iii) semi-limited
  (iv) none

(j) Every limited liability partnership shall have at least two partners.
  (i) true
  (ii) false
  (iii) marginal
  (iv) none

2. Write short notes : 2x5=10
   (a) Continuing Guarantee.
   (b) Right of Redemption
   (c) Right of Subrogation.
   (d) Agreement to sell.
   (e) Partnership at Will.

3. Define contract of guarantee. Discuss the modes of discharge of surety's liability in a Contract. 4+8=12

Or

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

4. Define 'Principal' and 'Agent'. How can an agency be created and terminated? 2+5+5=12

Or

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

5. Define condition and warranty under the Sale of Goods Act, 1930. Discuss the consequences of breach of a condition or a warranty. 4+8=12

Or

Write short notes on (any two) : 6+6=12

(i) Doctrine of Nemo dat Quad non Habit.
(ii) Performance of the Contract.
(iii) Rights of an unpaid seller.

6. How partnership firms are registered? Discuss the advantages and disadvantages of registration of a partnership firm? 2+10=12

Or

Write short notes on : 4x3=12

(i) Doctrine of 'Holding out'.
(ii) Incoming and outgoing partners.
(iii) Agreement in restraint of trade.

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

Or

Distinguish between a limited liability partnership and a company. Explain the liabilities of limited liability partnership and its partners? 6+6=12

★★★★

Total number of printed pages–7

63/9 (SEM–2) LLB/LLB203

2025

LAW

Paper : LLB203

(Special Contract)

Full Marks : 80

Pass Marks : 36

Time : Three hours

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

1. Choose the correct answer : 1×10=10

   (i) The term bailment is defined under section ______.

   (a) 148

   (b) 149

   (c) 150

   (d) 151

Contd.

(ii) The person to whom a guarantee is given is called ______.

(a) Debtor

(b) Creditor

(c) Surety

(d) Third party

(iii) In a contract of indemnity, ______ parties are required.

(a) 2

(b) 3

(c) 4

(d) 5

(iv) The ______ receives goods as security for a debt and not for a temporary purpose.

(a) Bailee

(b) Pledgee

(c) Agent

(d) Guarantor

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(v) An agency comes to an end ______.

(a) by performance of contract

(b) by agreement between the principal and the agent

(c) by renunciation of his authority by the agent

(d) All of the above

(vi) To create an agency, ______ is not required.

(a) Principal

(b) Agent

(c) Consideration

(d) None of the above

(vii) The conditions and warranties in a sale of goods may be ______.

(a) expressed

(b) implied

(c) expressed or Implied

(d) None of the above

(viii) The price in a contract of sale of goods may be fixed by ______.

(a) contract

(b) parties as agreed thereon

(c) seller

(d) buyer

(ix) In a partnership firm under Indian Partnership Act, 1930 the liability of the partners is ______.

(a) limited

(b) unlimited

(c) non-liable

(d) liable as agreed in the partnership deed

(x) In a limited liability partnership, ______ designated partners are required.

(a) 2

(b) 3

(c) 5

(d) 7

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2. Write short notes on : $2 \times 5 = 10$

   (i) Goods

   (ii) Termination of agency

   (iii) Gratuitous bailment

   (iv) Retirement of a partner

   (v) Designated partner

3. Define contract of guarantee with its essential features. What is continuing guarantee and under what grounds continuing guarantee may be revoked ? $6+6=12$

Or

Explain contract of indemnity and what are the rights of an indemnity holder. 12

4. What is agency ? What are the rights and duties of an agent ? Discuss various modes of termination of agency. $2+6+4=12$

Contd.

Or

Analyse the nature and essentials of pledge. What are the rights of pawner and pawnee ? How is pledge different from bailment ? 4+4+4=12

5. Discuss contract of sale of goods. Explain rules as to passing of property under a contract of sale of goods to the buyer from seller. 6+6=12

Or

Define condition and warranty. Explain various implied conditions and warranties in a contract of sale. When can condition be treated as warranty ? 2+6+4=12

6. Explain the rights and duties of a partner in a partnership firm. Discuss various modes of dissolution of partnership firm. 6+6=12

Or

Write short notes on : 6+6=12

(i) Implied authority of a partner

(ii) Relations of partners to third parties

7. Explain the essential elements to incorporate a limited liability partnership. Differentiate between limited liability partnership and Indian partnership.

6+6=12

Or

What is limited liability partnership ? Discuss nature, scope and salient features of limited Liability partnership Act, 2008.

2+10=12

63/9 (SEM–2) LLB/LLBCC2015

2025

LAW

Paper : LLBCC2015

(Special Contract)

Full Marks : 70

Pass Marks : 32

Time : Three hours

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

1. Choose the correct answer : 1×6=6

   (i) When a contract no longer exists, or when the rights and responsibilities established by the parties have expired, it is said to have been ______.

   (a) discharge of contract

   (b) rescission of contract

   (c) waiver of contract

   (d) assignment of contract

(ii) The breach of warranty gives rise to ______ but not a right to repudiate the contract.

(a) cancel the goods

(b) return the goods

(c) accept the goods

(d) claim for damages

(iii) A Contract of ______ is a legal arrangement between two parties where one party agrees to pay the other for a loss or harm.

(a) Guarantee

(b) Indemnity

(c) Contingent

(d) Bailment

(iv) The term 'Partnership' is defined in section ______ of the Indian Partnership Act, 1932.

(a) 2

(b) 3

(c) 4

(d) 5

(v) An agency comes to an end by ______.

(a) performance of contract

(b) agreement between principle and the agent

(c) renunciation of his authority by the agent

(d) All of the above

(vi) The person who is directed to pay a bill of exchange is called ______.

(a) Holder

(b) Drawer

(c) Drawee

(d) Payee

2. Answer to the following questions : ***(any five)***

2×5=10

(i) Del Credere agents

(ii) Meaning of contract of bailment

(iii) *Nemo Dat Quod Non Habet*

(iv) Doctrine of holding out

(v) Promissory note

(vi) Partnership at will

(vii) Duties of pawnee

3. Answer the following questions : ***(any six)***

5×6=30

(i) Contract of bailment with the duties of bailor and bailee.

(ii) Contract of indemnity and rights of indemnity holder and indemnifier.

(iii) Modes of creation of agency

(iv) Distinguish between sale and agreement to sell.

(v) Duties of seller and buyer with regard to performance of contract of sale of goods.

(vi) Effect of breach of conditions and warranties.

(vii) Effect of non-registration of a partnership firm.

(viii) Distinguish between partnership, limited liability partnership and a company.

(ix) Dishonour of cheque and penalty for dishonour of cheque.

4. Answer to the following questions : *(any two)*

12×2=24

(i) Explain continuing guarantee and under what circumstances a continuing guarantee can be revoked ? What are the rights of surety and on which grounds surety can be discharged from liability ?

6+6=12

(ii) Who is an unpaid seller ? Discuss the rights of unpaid seller. Explain the provisions relating to unpaid seller's lien and stoppage in transit. 4+8=12

(iii) When can a new partner be introduced in a firm ? Can a minor be admitted as partner in a firm ? What are the rights and liabilities of partner with each other ?

2+4+6=12

(iv) Explain salient features of Limited Liability Partnership Act, 2008. What are the advantages of incorporating LLP ? When does a person cease to be a partner in LLP ? 4+4+4=12

=6

2026

LAW

Paper : LLBCC1055

(Special Contract)

Full Marks: 70
Pass Marks: 32

Time: 3 Hours

The figures in the margin indicate full marks for the questions

1. Choose the correct answer: 1x6=6

(a) Bailment deals with ______ Property.

(i) movable

(ii) immovable

(iii) corporeal

(iv) incorporeal

(b) The person to whom a guarantee is given is called ________.

(i) debtor

(ii) creditor

(iii) surety

(iv) third party

(c) The price in a contract of sale of goods may be fixed by ________.

(i) contract

(ii) seller

(iii) parties as agreed thereon

(iv) buyer

(d) Stipulation collateral to the main purpose of the contract is called ________.

(i) condition

(ii) warranty

(iii) guarantee

(iv) implied warranty

(e) Under the Indian Partnership Act, 1930 the liability of the partners in a partnership firm is__________.

(i) limited

(ii) unlimited

(iii) joint and several

(iv) as agreed in the partnership deed.

(f) Every limited liability partnership shall have at least ________ partners.

(i) two

(ii) three

(iii) five

(iv) six

2. Answer the following questions (Any Five): 2x5=10

(a) Continuing guarantee.

(b) Pledge

(c) Right of redemption.

(d) Partnership at will.

(e) Rule of Caveat emptor.

(f) Agreement to sale

(g) Advantages of limited liability partnership.

3. Answer the following questions (Any Six): 5x6=30

(a) Explain the rights of the Indemnity holder.

(b) Explain the various rights and duties of bailor and bailee.

(c) Explain the various methods of creation of an agency.

(d) Discuss the essential conditions for a valid ratification.

(e) Describe the essentials of a valid contact of sale under the Sale of Goods Act, 1930.

(f) Explain the rights of an unpaid seller under the Sale of Goods Act, 1930.

(g) How partnership firm are registered? Explain the rights and duties of partners.

(h) Discuss the various modes of dissolution of a firm.

(i) What is a Promissory Note? Briefly explain its essential features.

4. Answer the following questions (Any Two): 12x2=24

(a) Define contract of guarantee. What are the essential characteristics of contract of guarantee? Discuss the modes of discharge of surety's liability in a contract. 2+5+5=12

(b) What is an agency? What are the rights and duties of an agent? Discuss the various modes of termination of an agency. 2+5+5=12

(c) Define condition and Warranty under the Sale of Goods Act, 1930. Discuss the consequences of breach of a condition or a warranty. 4+8=12

(d) Explain the nature and scope of Limited Liability Partnership Act, 2008. How limited liability partnership firm is different from partnership firm? 6+6=12

2026

LAW

Paper : LLB203

(Special Contract)

Full Marks: 80
Pass Marks: 36

Time: 3 Hours

The figures in the margin indicate full marks for the questions

1. Choose the correct answer: 1x10=10

(i) In a contract of indemnity, ___ parties are required.

(a) Two (b) Three

(c) Four (d) Five

(ii) Bailment deals with _______ Property.

(a) Movable (b) Immovable

(c) Corporeal (d) Incorporeal

(iii) The _______ receives goods as security for a debt and not for a temporary purpose.

(a) Bailee (b) Pledgee

(c) Agent (d) Guarantor

(Turn Over)

(iv) Under the law of agency the authority of an agent may be ________.

(a) Expressed (b) Expressed or implied

(c) Implied (d) Improper

(v) ________ means voluntary transfer of possession from one person to another.

(a) Sale (b) Delivery

(c) Actual delivery (d) Constructive delivery

(vi) Stipulation collateral to the main purpose of the contract is called ________.

(a) Condition (b) Warranty

(c) Implied condition (d) Implied warranty

(vii) Pawnor's right to redeem is defined in the Indian Contract Act, 1872 under ________.

(a) Section 171 (b) Section 173

(c) Section 175 (d) Section 177

(viii) The liability of partners in a partnership firm is _____.

(a) Limited (b) Unlimited

(c) Joint and Several (d) Both (a) And (b)

(ix) Chapter ________ deals with the registration of Partnership firms.

(a) VI (b) V

(c) VII (d) VIII

(iv) Under the law of agency the authority of an agent may be ________.

(a) Expressed
(b) Expressed or implied
(c) Implied
(d) Improper

(v) ________ means voluntary transfer of possession from one person to another.

(a) Sale
(b) Delivery
(c) Actual delivery
(d) Constructive delivery

(vi) Stipulation collateral to the main purpose of the contract is called ________.

(a) Condition
(b) Warranty
(c) Implied condition
(d) Implied warranty

(vii) Pawnor's right to redeem is defined in the Indian Contract Act, 1872 under ________.

(a) Section 171
(b) Section 173
(c) Section 175
(d) Section 177

(viii) The liability of partners in a partnership firm is ____.

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

(ix) Chapter ________ deals with the registration of Partnership firms.

(a) VI
(b) V
(c) VII
(d) VIII

(x) A Hindu Undivided Family_____ become partner in LLP.

(a) Can (b) Cannot

(c) May (d) may not

2. Write short notes: 2x5=10

(a) Rights of the indemnity holder.

(b) Pledge

(c) Right of subrogation

(d) Del-credere Agent

(e) Partnership at will

3. Define contract of guarantee. Discuss the modes of discharge of surety's liability in a contract. 2+8=12

Or

Define Bailment. What are its essential elements? Explain the duties of Bailor and Bailee. 2+4+6=12

4. Define 'Principal' and 'Agent'. Discuss the various methods of creation and termination of a contract of agency. 2+10=12

Or

What is agency by ratification? Discuss the essentials conditions for a valid ratification. 2+ 10=12

5. Define Contract of Sale. Describe the essentials of a valid contract of sale under the Sales of Goods Act, 1930. Distinguish between sale and Hire Purchase Agreement. 2+8+2=12

Or

(Turn Over)

Define condition and warranty. Discuss the consequences of breach of a condition or a warranty under the Sale of Goods Act, 1930. 4+8=12

6. How partnership firm are Registered? Discuss the advantages and disadvantages of registration of a partnership firm under the Indian Partnership Act, 1932.

2+10=12

Or

What is meant by dissolution of firm? Discuss the different modes of dissolution of a firm under the Indian Partnership Act, 1932. 2+10=12

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

Or

Explain the following: 4x3=12

(a) Holding out

(b) Relationship of partners

(c) Protection to whistle blowers.
