

Total number of printed pages-4

19 (2) SPCT 2-3

2017

SPECIAL CONTRACT

Full Marks : 80

Time : Three hours

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

1. Choose the correct answer: $1 \times 9 = 9$
- (a) Contract of insurance is not covered in India under section _____ (124/128) of the Indian Contract Act, 1872.
- (b) It is _____ that ratification should be with full knowledge of facts.
(True/False)
- (c) In a contract of guarantee, the liability of surety is _____. (primary/secondary)
- (d) Indian Partnership Act came into force on _____.
(1st day of August 1932/1st day of October 1932)

Contd.

- (e) Section _____ of the Indian Partnership Act 1932, defines Partnership. (4/5)
- (f) Registration of Partnership has been dealt in chapter _____ of the Indian Partnership Act, 1932. (VII/IX)
- (g) The Sales of Goods Act came into force on _____.
(1st June, 1930/1st July, 1930)
- (h) Future Goods has been defined in section _____ [2(6)/2(7)] of the Sales of Goods Act, 1930.
- (i) Limited Liability Partnership Act was passed in _____. (2008/2010)
2. Write the following: $2 \times 5 = 10$
- (a) Termination of bailment
- (b) Substituted agent
- (c) Implied conditions and Warranties
- (d) Liability of an expelled Partner
- (e) Holding out (under LL.P Act).
3. What is Contract of Guarantee? How it is performed by Banks? Explain when injunction against Bank Guarantee can be granted. $4+4+4=12$

Or

Define Bailment. What are its essentials? Discuss briefly the duties of Bailee.

$4+2+6=12$

4. Explain agency. Write about the main features of contract of agency and also explain different kinds of agents.

$4+4+4=12$

Or

Discuss the various modes of the termination of agency of an agent. 12

5. Discuss the following: $6+6=12$

- (a) Stipulation as to time
- (b) Consequences of the breach of warranty.

Or

Define Unpaid Seller. Discuss the rights of an unpaid seller. $4+8=12$

6. What do you mean by 'Partnership'. Discuss the essentials of Partnership. $4+8=12$

Or

**Explain about dissolution of Partnership.
Discuss the different modes of dissolution
of Partnership.**

4+8=12

- 7. Explain the nature and scope of Limited
Liability Partnership Act. 13**

Or

**Discuss in detail the difference between
Limited Liability Partnership and Partnership
Act. 13**

Total number of printed pages-4

19 (II) SPCN 2-3

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 : 1×10=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

- Distinguish between LLP and Partnership.
- Unpaid Seller.
- Nemo dat quod non habet.*

Total number of printed pages—4

19 (II) SPEN 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.

Total number of printed pages-7

19 (II) SPCN

2021

SPECIAL CONTRACT

Full Marks : 80

Time : Three hours

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

I. Answer the following : (Each question carries 1 mark)

1. When the principal debtor makes a default in the performance of his duty and on such a default, the surety makes the necessary payment or makes performance of all what he is liable for, he becomes invested with all the rights which the creditor had against the principal debtor. In other words, the surety steps into the shoes of the creditor. This right is known as _____.

(Right of Subrogation/ Right of Guarantee)

Contd.

2. When a person keeps his goods in the premises of another person but he continues to have the control over them, this is sufficient delivery for being considered to be bailment.

(True/False)

3. An agent who guarantees the performance of the contract by the third person on the payment of some extra commission is called _____.

(Factor / Del Credere Agent)

4. An agent who is minor or otherwise incompetent to contract is capable of creating a valid relationship between his principal and a third person.

(True/False)

5. 'Goods' under *Sale of Goods Act, 1930* includes every kind of movable property excluding _____.

(stock and shares / actionable claims)

6. Stipulations that are collateral to the main purpose of the contract are known as _____.

(warranty / condition)

7. An act done by a partner of a partnership firm in an emergency to protect the firm from loss as would be done by a person of ordinary prudence binds the whole firm. (Yes/No)
8. In certain cases, a person who is not a partner in the firm may be deemed to be a partner or held out to be a partner for the purpose of his liability towards a third party. This is known as _____.
(*Law of Estoppel/Doctrine of Holding Out*)
9. Limited Liability Partnership (LLP) is a separate legal entity under Limited Liability Partnership Act, 2008.
(*True/False*)
10. Every partner of a limited liability partnership is, for the purpose of the business of the limited liability partnership _____.
(*the agent of the limited liability partnership, but not of other partners/
the agent as well as principal of the limited liability partnership*)

II. Answer the following : (Each question carries **2** marks)

1. Contract of Indemnity
2. Ratification under contract of agency.
3. *Nemo dat quad non habet*
4. Essentials of Partnership
5. Limited Liability Partnership

III. Answer **any five** : (Each question carries **12** marks)

1. *Benefit to the principal debtor is sufficient consideration for the surety.* Discuss this statement with appropriate illustrations.

‘A’ becomes surety to ‘C’ for ‘B’s’ conduct as a manager in ‘C’s’ bank. Afterwards, ‘B’ and ‘C’ contract, without ‘A’s’ consent that ‘B’s’ salary shall be raised, and that he shall become liable for one-fourth of the losses on overdrafts. ‘B’ allows a customer to overdraw, and the bank loses a sum of money. Is ‘A’ discharged from his suretyship ? Use suitable illustrations and legal provisions to support your answer.

'A' lends a horse to 'B' for his own riding only. 'B' allows 'C', a member of his family, to ride the horse. 'C' rides with care, but the horse accidentally falls and is injured. Is 'B' liable to make compensation to 'A' for the injury done to his horse ? Discuss. 4+4+4=12

2. Can a Principal be bound by the law of Estoppel ? Discuss.

'A', an agent for the sale of goods, having authority to sell on credit, sells to 'B' on credit, without making the proper and usual enquiries as to the solvency of 'B'. 'B', at the time of such sale, is insolvent. Has 'A' breached his duty as an agent ? In this regard, discuss all the duties of an agent in a contract of agency. 4+8=12

3. 'A' purchased milk from a milk dealer 'B' for his family's use. The milk contained typhoid germs, A's wife was infected by it and she died. A brings an action against B. Discuss his liability.

Risk prima facie passes with the property. Elaborate on this statement in the context of *Sale of Goods Act, 1930.* 4+8=12

4. Discuss the various modes of dissolution of partnership. 12
5. Mrs. S, a widow owned two cottages. She called at the office of ABC Co., a firm of solicitors. She wanted to consult this firm regarding selling her cottages as she was not satisfied with the income she was getting from the two cottages. She was attended by the managing clerk of the company who advised her to sell the cottages and for the purpose asked her to sign two documents which were supposed to be sale deeds. The managing clerk had fraudulently prepared the two documents as gift deeds in his own name. He then disposed of the said property and misappropriated the money. Decide on the liability of the firm, ABC Co. for the acts of the managing clerk using relevant legal provisions.

Differentiate between Partnership and Company. 6+6=12

6. How is a partnership firm different from limited liability partnership firm ?

Write detailed notes on :

- (i) Liability of an LLP or any of its partners in case of fraud and
- (ii) Whistleblowing under Limited Liability Partnership Act, 2008.

6+(3+3)=12

7. Define bailment. Discuss the rights and duties of a bailee. Is there any difference between bailment and pledge ?

2+8+2=12

Total number of printed pages-4

19 (II) SPCN 2-3

2022

SPECIAL CONTRACT

Paper : 2-3

Full Marks : 80

Time : Three hours

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

1. Choose the correct option : $1 \times 10 = 10$

(a) For the purpose of pledge, delivery of possession of goods _____.

(has to be actual/may be constructive)

(b) A guarantee may be _____.

(written/either oral or written)

(c) A sub-agent is the principal's agent.

(State True or False)

(d) Ratification by principal under an agency may be _____.

(express/express or implied)

Contd.

(e) _____ means voluntary transfer of possession from one person to another.
(Sale/Delivery)

(f) Stipulation collateral to the main purpose of the contract is called _____.
(condition/warranty)

(g) The relation of partnership arises from contract and not from status, has been discussed under section 5 of the Partnership Act, 1932.
(State True or False)

(h) The business of the partnership firm _____ a mutual agency. (is/is not)

(i) Partnership is _____.
(a juristic person/not a juristic person)

(j) Every limited liability partnership shall have at least two partners.
(State True or False)

2. Write notes on : 2×5=10

(a) Right of redemption

(b) Substituted agent

(c) Agreement to sell

(d) Partnership at will

(e) Advantages of limited liability partnership

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

Or

Write the following : 2+10=12

(a) What is pledge ?

(b) Only the authorised person can give the goods in pledge. Discuss this rule with its exceptions.

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

Or

Write notes on : 6+6=12

(a) Agency by ratification

(b) Duties of agent towards the principal

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

Or

Who is an unpaid seller ? What are his rights under the Sale of Goods Act, 1930 ?
2+10=12

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

Or

What is meant by dissolution of firm ? What are the different modes of dissolution of a firm ?
2+10=12

7. Define limited liability partnership. What are its nature ? How a limited liability partnership is different from a partnership firm ?
12

Or

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

(a) Incorporation documents

(b) Conversion from firm into limited liability partnership

(c) Conversion from private company into limited liability partnership.

Total number of printed pages-4

19 (2) SPCT 2·3

2023

SPECIAL CONTRACT-II

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 with appropriate answers :
1×10=10

(i) A contract of insurance _____ covered by the definition of contract of indemnity. (is/is not)

(ii) Bailment consists in delivery of _____ goods. (movable/immovable)

(iii) A _____ is an agent who has an authority to negotiate the sale or purchase of goods on behalf of his principal, with a third person. (factor/broker)

Contd.

(iv) According to sec _____ for the act to be ratified, it is necessary that the same has been done on behalf of the person who seeks to ratify the same.

(196/198)

(v) Sec _____ of the Sale of Goods Act defines specific goods. [2(4)/2(14)]

(vi) Sale is an _____ contract.
(executory/executed)

(vii) A partner's liability is always _____.
(limited/unlimited)

(viii) Partnership is _____.
(a juristic person/not a juristic person)

(ix) According to sec _____ of the Limited Liability Partnership Act, 2008, a limited liability partnership is a body corporate formed and incorporated under the Act. (5/3)

(x) _____ of the Limited Liability Partnership Act, 2008 deals with nature of limited liability of partnership.
(Chapter-II/Chapter-III)

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

(i) Right of redemption

(ii) Del credere agent

(iii) Ascertained goods

(iv) Partnership at will

(v) Limited Liability Partnership firm

3. What do you mean by contract of guarantee? Discuss the modes of discharge of surety's liability under a contract of guarantee. $2+10=12$

Or

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

4. "The acts of the agent within the scope of his authority bind the principal."
Elucidate the principle as per the provisions of the Indian Contract Act. Discuss the liability of principal for agent's wrongful act. $8+4=12$

Or

Discuss the various ways in which agency is created and terminated. $8+4=12$

5. Define condition and warranty. Under what circumstances a breach of condition can be treated as a breach of warranty ? 4+8=12

Or

Nemo dat quod non habet. Discuss this principle with its exceptions. 12

6. Define Partnership. Explain in detail the rights and duties of the partners under a firm. 2+10=12

Or

What do you mean by dissolution of a firm ? Discuss the various modes of dissolution of a firm. 2+10=12

7. What is limited liability partnership ? Discuss the important changes brought in by the Limited Liability Partnership (Amendment) Act, 2021. 2+10=12

Or

Discuss the nature, scope and salient features of the Limited Liability Partnership Act, 2008. 12

SPECIAL CONTRACT

Paper : 2:3

(Old Course)

Full Marks : 80

Time : Three hours

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

1. Fill in the blanks with appropriate answers :

1×10=10

- (i) Indemnity means _____.
(Security from damage/ Security for more profit)
- (ii) Section 129 of the Indian Contract Act, 1872 defines _____.
(Continuing Guarantee/ Contract of Guarantee)
- (iii) According to the Section 128 of the Indian Contract Act, 1872, the liability of the surety is co-extensive with that of the _____.
(Creditor/ Principal Debtor)
- (iv) Ratification by Principal under an agency may be _____.
(express/ express or implied)

(v) Section 2(9) of the Sales of Goods Act, 1930 defines _____.
(Goods/ Mercantile agent)

(vi) _____ are goods identified and agreed upon at the time a contract of sale is made.

(Ascertain goods/ Specific goods)

(vii) A _____ cannot become a partner of the firm.

(Director of a company/ Minor)

(viii) _____ Section of the Indian Partnership Act, 1932 defines partnership.
(4/5)

(ix) Limited Liability Partnership is a body corporate.
(True/ False)

(x) _____ of the limited liability partnership Act, 2008 deals with nature of limited liability of partnership.

(Chapter-II/ Chapter-III)

2. Write short notes on the following :

2×5=10

(i) Termination of Bailment

(ii) Rights of the finder of goods

(iii) Partnership at will

Total number of printed pages-7

19 (SEM-II) SPC 2-3 (N/O)

2025

SPECIAL CONTRACT

Paper : 2-3

(New Course)

Full Marks : 80

Time : Three hours

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

1. Write short notes on the following : 2×10=20
- (a) Pledge
 - (b) Kinds of Agent
 - (c) Agreement to sale
 - (d) Partnership at will and particular partnership
 - (e) Advantage of limited liability partnership

- (f) Right to redemption
- (g) Substituted agent
- (h) Auction Sale
- (i) Dissolution of firm
- (j) Limited liability partnership

2. What is guarantee? Explain the rights of surety against the principal debtor, creditor and co-surety. $2+10=12$

Or

What is indemnity? Explain the rights of an indemnity holder. When can an indemnifier be made liable? $4+4+4=12$

3. 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. $4+8=12$

4. Define condition and warranty. Under what circumstances a breach of condition can be treated as a breach of warranty? $4+8=12$

Or

'Nemo dat quod non habet'. Discuss the principle with its exception. 12

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

Or

What is dissolution of a firm? Discuss in detail the modes of dissolution of a firm. $4+8=12$

6. What is limited liability partnership? Discuss the important changes brought in by the Limited Liability Partnership (Amendment), Act, 2021. $2+10=12$

Or

Discuss the nature, scope and salient features of Limited Liability Partnership Act, 2008. 12