

(Please write your Exam Roll No.)

Exam Roll No.

END TERM EXAMINATION

SECOND SEMESTER [LLB] JUNE 2024

Paper Code: LLB-102

Subject: Law of Contract-II

Time: 3 Hours

Maximum Marks: 60

Note: Attempt all questions as directed. Internal choice is indicated.

- Q1 Attempt **Any Four**: (4x5=20)
- (a) Continuing Contract of Guarantee.
 - (b) Pledge
 - (c) Types of Partners
 - (d) The doctrine of Caveat emptor
 - (e) Implied authority of the Partner
 - (f) Difference between indemnity and guarantee.
 - (g) Sale by sample and description.
 - (h) Passing of property
- Q2 'B' owes to C a debt guaranteed by 'A'. The debt becomes payable. 'e' does not sue 'B' for a year after the debt has become payable. Is 'A' discharged from his suretyship? Decide. Elucidate the rights of the surety. (10)
- OR**
- Q3 What is an Agency? Explain the different modes of termination of the Agency. (10)
- Q4 What is Partnership? Discuss in detail the different types of Partners in a Partnership firm. (10)
- OR**
- Q5 Write short notes on (5+5=10)
- (a) Effect of non-registration of partnership
 - (b) Position of Minor in Partnership.
- Q6 What do you mean by sale? 'A' buys a diamond necklace from 'B' and pays for it, but leaves it in the possession of 'B'. 'B' sells the same necklace to 'C' for a higher price. Does 'C' acquire a better title in the necklace? Can 'A' institute a suit against, C, for recovery of the necklace? Decide. (10)
- OR**
- Q7 Discuss the concept of Condition and Warranty. When a condition can be treated as a warranty? (10)
- Q8 Discuss the main characteristics which enable an instrument to be Negotiable. Differentiate between a Bill of Exchange and a Promissory note under the Negotiable Act, 1881? (10)
- OR**
- Q9 Write short notes on: (5+5=10)
- (a) Different types of Negotiable Instruments
 - (b) Grounds for dishonor of Cheques.



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END TERM EXAMINATION

SECOND SEMESTER [BALLB/BBALLB] JULY 2023

Paper Code: LLB102

Subject: Law of Contract-II

(BATCH 2022 ONWARDS)

Time: 3 Hours

Maximum Marks: 75

Note: Part- A is compulsory. Attempt one question from each unit of Part- B. Support your answers with relevant statutory provisions and case laws.

PART- A

Q1 Write short notes on:

- Noting and Protest
- Exceptions to Risk passes with the property
- Ratification in agency
- Compulsory dissolution of partnership firm
- Qualified acceptance

(5x5=25)

PART- B

UNIT-I

Q2 C contracts to lend B Rs. 5,000/- on 1st April. A guarantees repayment. C pays the amount to B on 30th January. Whether A can be made liable? Examine the various grounds when the surety is discharged from liability. (12.5)

Q3 Mr. Anant bails 100 bales of cotton marked with a particular mark to Mr. Kailash Ram. Mr. Kailash Ram without the consent of Mr. Anant mixes the 100 bales with other bales of cotton bearing a different mark. What are the various rights available to Mr. Anant? Define and discuss the legal provisions in the present situation. (12.5)

UNIT-II

Q4 Can a minor be admitted to partnership? When can such a person become a partner? When can such a person not become a partner? (12.5)

Q5 Define partnership. How is partnership different from Joint Hindu Family? (12.5)

UNIT-III

Q6 There is no implied condition as to quality or fitness for any particular purpose of the goods supplied under a contract of sale. Examine. (12.5)

Q7 Who is an "unpaid seller"? What rights will be available to him against the goods, and the buyer? (12.5)

P.T.O.



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P.12

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END TERM EXAMINATION

SECOND SEMESTER [BALLB/BBALLB] JULY 2023

Paper Code: LLB102

Subject: Law of Contract-II

(BATCH 2022 ONWARDS)

Time: 3 Hours

Maximum Marks: 75

Note: Part- A is compulsory. Attempt one question from each unit of Part- B. Support your answers with relevant statutory provisions and case laws.

PART- A

Q1 Write short notes on:

- Noting and Protest
- Exceptions to Risk passes with the property
- Ratification in agency
- Compulsory dissolution of partnership firm
- Qualified acceptance

PART- B

UNIT-I

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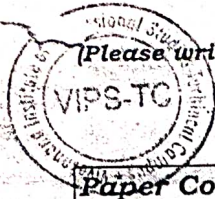
LLB-102
P.1/2

Paper Code: LLB-102 **Subject: Law of Contract-II**
(2014 batch onwards)

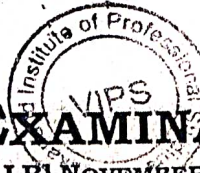
Time: 2 Hours **Maximum Marks: 75**

Note: Attempt any three questions in all. All questions carry equal marks.

- Q1 Write short notes on the following:-
 (a) Crossing of Cheques
 (b) Minor as a partner
 (c) Bailment
- Q2 Distinguish between the following:
 (a) Indemnity & Guarantee
 (b) General & Particular lien
- Q3 Discuss the following:
 (a) The different modes by which the authority of an agent may be terminated.
 (b) Ratification of agency
- Q4 In light of the Partnership Act, comment on the following statements:
 (a) "The law of partnership is nothing but an extension of the law of principal and agent."
 (b) "Partnership is born out of contract and not status."
- Q5 With the help of relevant case laws and provisions of the Partnership Act:
 (a) Comment on the statement: "The Indian Partnership has effectively ensured the registration of firms without making it compulsory."
 (b) Delineate the effects of non-registration of a firm.
- Q6 Distinguish between the following:
 (a) 'Condition' and 'Warranty'
 (b) Sale by 'Description' and Sale by 'Sample'
- Q7 Sohan, a farmer, simply exhibits oats in his farm. Mohan buys the oats under the belief that these are old oats. In fact, oats displayed by Sohan were new oats. Mohan wants to return the oats and refuses to pay the price. Decide with the help of relevant case laws and provisions of the Sale of Goods Act.
- Q8 Define Negotiable Instruments. Who are parties to a Bill of Exchange, a Promissory Note and a Cheque? When is a negotiable instrument considered as dishonoured?
- Q9 Write notes on the following:
 (a) Material alterations
 (b) Holder and Holder in Due Course



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END TERM EXAMINATION

SECOND SEMESTER [LLB] NOVEMBER 2020

Paper Code: LLB-110

Subject: Law of Contract-II

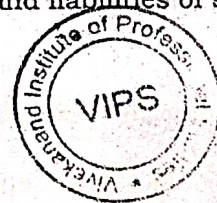
(Upto-2013 Batch)

Time: 2 Hours

Maximum Marks: 75

Note: Attempt any three questions in all. All questions carry equal marks.

- Q1 Discuss in detail the contract of Guarantee. What are the kinds of Guarantee? Differentiate it from contract of Indemnity.
- Q2 What is Bailment? What are the duties and rights of bailor and bailee?
- Q3 Discuss the legal provisions regarding ratification of Agency?
- Q4 What is Agency? Elucidate the mode of creation and termination of agency.
- Q5 What do you understand by the term 'specific performance'? In what type of cases specific performance of a contract may not be enforced? Refer to statutory provisions and fortify your answer with suitable illustrations.
- Q6 Define and classify Injunctions. Distinguish between Mandatory and Prohibitory injunction. Can a permanent injunction be granted to restrain landlord from evicting the tenant from premises in his possession?
- Q7 What are the essential elements of partnership? Distinguish partnership from company. Discuss briefly the modes of dissolution of partnership firm.
- Q8 Can a minor be admitted as partner of firm? If so can he subsequently ratify or revoke such partnership? Describe the rights and liabilities of such partner.





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END TERM EXAMINATION

THIRD SEMESTER [LLB] NOVEMBER-DECEMBER 2019

Paper Code: LLB-201

Subject: Business Law
(Batch 2008-2013)

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Q. No 1 of Part A which is compulsory. Select one question from each unit of Part B.

PART - A

Q1 Distinguish between:

(5x5=25)

- Distinguish between Sale and Hire Purchase
- Distinguish between Bill of Exchange and Promissory Note
- Distinguish between goods and services
- Distinguish between conditions and warranties
- distinguish between noting and protest

PART - B (UNIT-I)

Q2 Explain the rule of 'Caveat Emptor' along with its exceptions given under the rule. (12.5)

Q3 Explain the definition of 'goods' given under the sale of Goods Act along with decided cases. Explain its classification (12.5)

UNIT-II

Q4 Discuss all the rights of unpaid seller given under the sale of Goods Act. (12.5)

Q5 Discuss the remedies available to the buyer and the seller in case of breach of contract of sale. (12.5)

UNIT-III

Q6 a) Explain cheque and its validity period (6)
b) Explain the position of 'Holder' and 'holder in due course' given under the negotiable instruments Act, 1881. (6.5)

Q7 Discuss the privileges available to holder in due course under the Negotiable instruments Act, 1881. (12.5)

UNIT-IV

Q8 a) Explain the term 'crossing of a cheque. How general crossing is different from special crossing? (6)

b) What would be the consequences if a cheque being dishonored for insufficiency of funds in the account. (6.5)

Q9 Explain different modes of presentation of Negotiable Instruments. (12.5)

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END TERM EXAMINATION

SECOND SEMESTER [LLB] APRIL - MAY 2019

Paper Code: LLB-102 Subject: Law of Contract-II
(Batch 2014 Onwards) Maximum Marks: 75

Time: 3 Hours
Note: Attempt five questions in all including Q no. 1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

(5x5=25)

- Q1 Write short notes on the following:-
- Difference between promissory note and bill of exchange.
 - Explain the difference between holder and holder in due course.
 - Explain the difference between sale and agreement to sale.
 - Difference between Indemnity and Guarantee.
 - Position of minor in the partnership firm.

PART-B

UNIT-I

- Q2 Explain the rights of surety against the creditor, the principal debtor and co-sureties. (12.5)
- Q3 (a) Mr. Ramesh hired locker No. 15 on 10-1-1996 in ABCD bank and had deposited jewellery in the value of Rs. 14,26,160/-. The locker of Mr. Ramesh along with others was broken by miscreants and the contents thereof were stolen. (6)
In the light of abovementioned facts decide the liability of the bank by providing cogent reasoning, statutory provisions and judicial pronouncements. Whether mere hiring of a locker in a Bank is sufficient to constitute a contract of bailment? (6.5)
- (b) Explain the difference between Bailment and agency. (6.5)

UNIT-II

- Q4 (a) A and B are carpenters. They decide to work together. But they have an agreement under which A will keep all the profits and pay B a pre-determined salary. Here, A and B are not partners. Explain the nature of agreement between A and B after explaining the essentials of Partnership. (8)
- (b) A Hindu undivided family "XYZ" wants to be the partner of a firm "BCD". Advise XYZ, a Hindu undivided family by referring the provisions of Indian Partnership Act. (4.5)
- Q5 (a) A, B, C and D made a contract of partnership to carry on the business of banking in Dwarka sector 16, New Delhi. It was discovered that A developed illicit relationship with few lady customers of the bank. B one of the partners filed a suit to seek the dissolution of the partnership on account of this misconduct of partner A. Decide with reason and with the help of decided cases whether the partnership must be dissolved or not? (8)
- (b) Whether the death of one of the partnership consist of only two partners will dissolve the firm? (4.5)

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UNIT-III

- Q6 While discussing the differences between Conditions and Warranties, explain when can a condition be treated as warranty? Explain with the help of statutory provisions and judicial pronouncements. (12.5)

- Q7 Explain the rights of an unpaid seller against the goods as well as against the buyer personally. Substantiate your answers with the help of statutory provisions and decided cases. (12.5)

UNIT-IV

- Q8 (a) While explaining the type of crossing, explain the status of Cheque Bearing "Not Negotiable" (Section 130). (6.5)
- (b) Explain the status of following by giving cogent reasoning- (2x3=6)
- What is the status of post-dated cheque?
 - Whether a Signed Blank Cheque is a Cheque?
 - What is the Status of a Draft?

- Q9 While discussing the purpose of attaching criminal liability to the offence under Section 138 of the Act, which is more in the nature of a civil dispute, explain the essentials to file a criminal complaint under section 138. Substantiate your answers with the help of statutory provisions and decided cases. (12.5)

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END TERM EXAMINATION

SECOND SEMESTER [LLB] MAY 2017

Paper Code: LLB-110 ✓

Subject: Law of Contract-II

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Q no.1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

(5x5=25)

Q1 Write short notes on the following:-

- (a) Pledge
 - (b) Passing of property
 - (c) Holder in due course
- Differentiate between the following:-
- (d) Partnership and club
 - (e) Holding out and estoppel.

PART-B UNIT-I

Q2 Discuss in detail the relationship between Principle and Agent. What are the duties of the agent towards his Principle? (12.5)

Q3 Explain the term "Guarantee". Differentiate between indemnity and guarantee. (12.5)

UNIT-II

Q4 What are the essential requisites of Partnership laid down in the Partnership Act, 1932? Differentiate between partnership and Hindu undivided family. (12.5)

Q5 Elaborate the different modes and consequences of dissolution of a firm. (12.5)

UNIT-III

Q6 When can the 'condition' be treated as 'warranty'? Distinguish between 'warranty' and 'guarantee'. Support your answer with relevant case laws. (12.5)

Q7 Explain the term "unpaid seller". Discuss in detail the Rights of the unpaid seller against the goods and the buyer personality. (12.5)

UNIT-IV

Q8 Elaborate the term "Negotiable Instrument". Discuss in detail the kinds of Negotiable Instruments and also differentiate between Bills of Exchange and Cheque. (12.5)

Q9 What are the essentials of a valid Endorsement? Explain in detail the Classes of endorsement? (12.5)

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END TERM EXAMINATION

SECOND SEMESTER [LLB] MAY 2017

Paper Code: LLB-102

Subject: Law of Contracts-II

Time: 3 Hours

Maximum Marks: 75

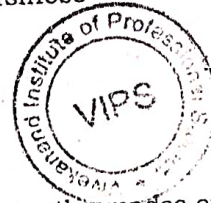
Note: Attempt any five questions including Q.No 1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

(5x5=25)

Q1 Write short notes on the following: -

- (a) Role of three parties in a contract of guarantee
- (b) Rights of outgoing partner to carry on competing business
- (c) Sale by sample and description
- (d) Partner's authority in emergency situations
- (e) Liability of maker of note and acceptor of bill

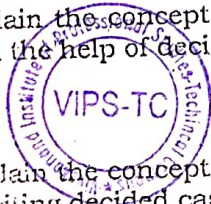


PART-B

UNIT-I

Q2 Explain the nature & scope of liability of surety. What are the modes of discharge of liability of surety under contract of guarantee? (12.5)

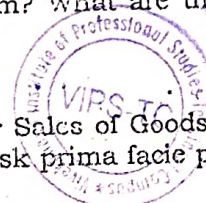
Q3 Explain the concept of general & particular lien under the contract of bailment, with the help of decided cases on the subject. (12.5)



UNIT-II

Q4 Explain the concept of holding out in Partnership firm? Substantiate your answer by citing decided cases on the point. (12.5)

Q5 What are the modes of dissolution of partnership firm? What are the rights & liabilities of partners after dissolution? (12.5)



UNIT-III

Q6 Explain the principle of "nemo quod dot habet" under Sales of Goods Act, 1930 with examples. What is the meaning of the phrase "risk prima facie passes with property" as per Sale of Goods Act, 1930? (12.5)

Q7 (a) What is the meaning of Condition as to Merchantable Quality? Substantiate your answer with examples. (6)

(b) Explain the purpose & process of stoppage in transit under Sales of Goods Act, 1930? Substantiate your answer with examples. (6.5)

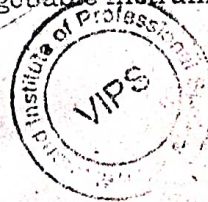
UNIT-IV

Q8 Elucidate the main characteristics which enable an instrument to be negotiable. How does endorsement facilitate negotiation? Explain in the light of legal provisions. (12.5)

Q9 Write short notes on following: (12.5)

- (a) Grounds for dishonor of cheques under Negotiable Instrument Act, 1881.
- (b) 'Presumption in favor of holder' under Negotiable Instrument Act, 1881.





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END TERM EXAMINATION

SECOND SEMESTER [LLB] MAY-2016

Paper Code: LLB-102

Subject: Law of Contracts-II

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Q.No 1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

Q1 Write short notes on: -

- (a) Lien
- (b) Position of Minor in the Indian Partnership Act, 1932
- (c) Caveat emptor
- (d) Difference between condition and warranties
- (e) Cheque.



(5x5=25)

PART-B

UNIT-I

Q2 What are the rights and duties of Bailor and Bailee. (12.5)

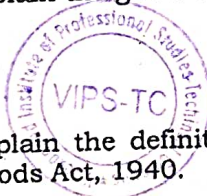
Q3 Explain the term 'Indemnity'. What are the differences between Indemnity and Guarantee? (12.5)



UNIT-II

Q4 What do you mean by Incoming and Outgoing Partners? What are the duties and responsibilities of partners against each other given under the Indian Partnership Act, 1932. (12.5)

Q5 Explain the grounds for dissolution of Partnership Firm. (12.5)



UNIT-III

Q6 Explain the definition of 'goods' which is subject matter of sale in the Sale of Goods Act, 1940. (12.5)

Q7 What do you understand by the term "Unpaid Seller". What are the rights given to the unpaid seller? Explain his right of stoppage in transit given under the Sale of Goods Act, 1940. (12.5)

UNIT-IV

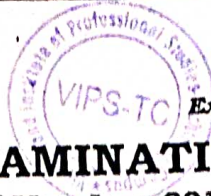
Q8 What do you understand by Negotiable Instruments. Discuss the difference between Promissory Note and Bill of Exchange under the Negotiable Instruments Act, 1881. (12.5)

Q9 What do you understand by the term 'Holder' and 'Holder in Due-Course'? Explain the privileges which are given to the 'Holder in Due-Course' under the Negotiable Instrument Act, 1881. (12.5)

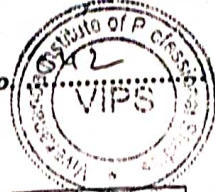


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END TERM EXAMINATION

SECOND SEMESTER [LLB] MAY-JUNE-2015

Paper Code: LLB102

Subject: Law of Contract -II (Batch-2014)

Maximum Marks: 75

Time: 3 Hours

Note: Attempt any five questions including Q.no.1 of Part-A which is compulsory. Select one question from each unit of Part B.

(5x5=25)

- Q1 Write short notes on the following:
- (a) Rights and Duties of Indemnifier.
 - (b) Status and liability of incoming partners.
 - (c) Doctrine of Caveat Emptor & its exception.
 - (d) Bill of Exchange & Promissory notes.
 - (e) Implied authority of Partners.

Unit-I

- Q2 Define bailment. What are the rights and duties of a bailor and a bailee? (12.5)
- Q3 (a) Distinguish between indemnity and guarantee. (6.5)
(b) How can a contract of agency be created and terminated? (6)

Unit-II

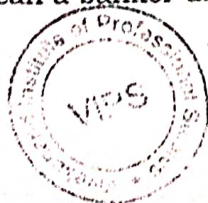
- Q4 Discuss briefly the legal incidents of partnership. What are the mutual rights and liabilities as between the partners? (12.5)
- Q5 (a) Can a minor be admitted to partnership? What are his rights and liabilities. (6.5)
(b) What are the various circumstances in which a firm may be dissolved? (6)

Unit-III

- Q6 (a) Distinguish between sale and agreement to sell. (6.5)
(b) Distinguish between conditions and warranties and when can breach of a condition be treated as a breach of a warranty. (6)
- Q7 What are the rights of an unpaid seller? Substantiate your answer with help of case law. (12.5)

Unit-IV

- Q8 (a) What is a negotiable instrument and what are the types of negotiable instruments? (6.5)
(b) What is the difference between holder and holder in due course? (6)
- Q9 (a) What is meant by crossing of a cheque? What is the difference between general and special crossing? (6.5)
(b) When can a banker dishonor the cheque of a customer? (6)



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END TERM EXAMINATION

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SECOND SEMESTER [LLB] MAY-JUNE 2014

Paper Code: LLB-110

Subject: Law of Contract-II

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions, including Part-A which is compulsory.
Attempt one question from each Unit of Part-B.

Part-A

Q1 Write short notes on any five:-

(5x5=25)

- Contract of Guarantee.
- Essentials of Pledge.
- Ratification in Agency.
- Doctrine of Holding Out.
- Contracts that can't be enforced specifically.
- Extent of surety's liability.

Part-B

(12.5x4=50)

Unit-II

Q2 Both indemnity and Guarantee are devices for providing protection against a probable loss due to human conduct. What are the distinguishing features between them? Enumerate the essential features of indemnity with the help of relevant provisions of Indian Contract Act, 1872.

- OR
- Define contract of Bailment and discuss its essential features.
 - Discuss the duties of pawner and pawnee in a contract of Pledge.

(6)
(6.5)

Unit-II

Q4 The relationship of agency has its genesis in a contract. State various ways in which the agency can be created and terminated.

- OR
- What are the duties of an agent towards his principle?
 - An agent was instructed to keep the goods at a particular warehouse. He stored a portion of the goods at another place, where the goods were destroyed by fire, without any negligence on his part. Critically analyse whether he can be held liable for the loss?

(8)
(4.5)

Unit-III

Q6 Define specific relief. Enumerate cases where performance of contracts are not specifically enforceable.

- OR
- Q7 Write Notes:-
- Types of injunctions.
 - Circumstances when injunction can be refused by court.

(6)
(6.5)

Unit-IV

Q8 Write short notes:-

- Mode of determining existence of partnership firm.
- Minor as partners.

- OR
- Modes of Dissolution of partnership firm.
 - Effects of non-registration of partnership firm.

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END TERM EXAMINATION

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SECOND SEMESTER [LLB] MAY-JUNE 2013

Paper Code: LLB 110

Subject: Law of Contract-II

Time : 3 Hours

Maximum Marks : 75

Note: Attempt five questions. Internal choice is indicated.

Q.1. Write short notes on any of the three:

- i. Contract of Indemnity.
- ii. Methods of creation of Contract of Agency.
- iii. Mandatory Injunction.
- iv. Pawner and Pawnee.
- v. Position of minor on admission to the benefits of partnership.
- vi. Discuss partnership at Will and term partnership

(Marks 5x3=15)

Q.2. Define the contract of bailment. Discuss the rights and duties of bailer and bailee. (Marks 15)

Or

Discuss the rights and duties of the Surety in a contract of Guarantee. (Marks 15)

Q.3. Discuss in detail the rights and duties of an agent in the contract of agency. (Marks 15)

Or

Discuss with suitable examples the kinds and scope of the Authorities of an agent in a contract of agency. (Marks 15)

Q.4. Discuss and distinguish the scope of the provisions for the recovery of possession of moveable property under sections 7 and 8 of the Specific Relief Act 1963. (Marks 15)

Or

Discuss with help of suitable examples the contracts which may and may not be specifically enforced. (Marks 15)

Q.5. Discuss the scope of implied authority of a partner and limitations there on in a contract of partnership. (Marks 15)

Or

Discuss the various grounds on which the court may order dissolution of the partnership with help of suitable case law. (Marks 15)



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END TERM EXAMINATION

SECOND SEMESTER [LLB] MAY-JUNE 2013

Paper Code: **LLB 110**

Subject: **Law of Contract-II**

Time: **3 Hours**

Maximum Marks: **75**

Note: Attempt five questions. Internal choice is indicated.

Q.1. Write short notes on any of the three:

- I. Contract of Indemnity.
- II. Methods of creation of Contract of Agency.
- III. Mandatory Injunction.
- IV. Pawner and Pawnee.
- V. Position of minor on admission to the benefits of partnership.
- VI. Discuss partnership at Will and term partnership

(Marks 5x3=15)

Q.2. Define the contract of bailment. Discuss the rights and duties of bailer and bailee. (Marks 15)

Or

Discuss the rights and duties of the Surety in a contract of Guarantee. (Marks 15)

Q.3. Discuss in detail the rights and duties of an agent in the contract of agency. (Marks 15)

Or

Discuss with suitable examples the kinds and scope of the Authorities of an agent in a contract of agency. (Marks 15)

Q.4. Discuss and distinguish the scope of the provisions for the recovery of possession of moveable property under sections 7 and 8 of the Specific Relief Act 1963. (Marks 15)

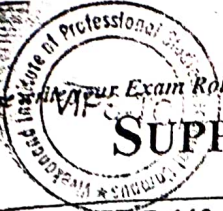
Or

Discuss with help of suitable examples the contracts which may and may not be specifically enforced. (Marks 15)

Q.5. Discuss the scope of implied authority of a partner and limitations there on in a contract of partnership. (Marks 15)

Or

Discuss the various grounds on which the court may order dissolution of the partnership with help of suitable case law. (Marks 15)



Exam Roll No.

Exam Roll No.

SUPPLEMENTARY EXAMINATION 19

[LLB] SEPTEMBER 2013

Paper Code: LLB 110

Subject: Law of Contract-II

Time : 3 Hours

Maximum Marks : 75

Note: Part-A is compulsory. Attempt one question from each unit in Part B.

Part-A

(5x5=25)

- Q1. Write short notes on the following:
- (a) Contract of Indemnity
 - (b) Surety's liability in contract of guarantee
 - (c) Contract of agency
 - (d) Temporary Injunction
 - (e) Definition of Partnership
 - (f) Partnership Property



Part-B

Unit-I

- Q2. (a) Define Bailment. How does it differ from Pledge? (6.5)
- (b) When can bailment be terminated? (6)
- Q3. (a) Differentiate between Indemnity and Guarantee. (6.5)
- (b) How can a surety be discharged of its obligations under the contract. (6)

Unit-II

- Q4. Elaborate the modes of creation and termination of agency with the help of relevant legal principles and provisions. (12.5)
- Q5. Explain the rights and duties of the Principal, Agent and subagent. (12.5)

Unit-III

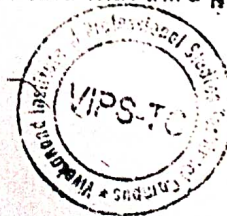
- Q6. (a) Who may obtain specific performance of a contract under Specific Performance Act, 1963. (6)
- (b) What is the discretion and powers of Court under the Specific Performance Act to grant relief? (6.5)

- Q7. Write notes:
- (a) Perpetual and Mandatory Injunctions. (6)
 - (b) Circumstances when injunction can be refused. (6.5)



Unit-IV

- Q8. What is Registration of a Partnership firm? What are the effects of non-registration. (12.5)
- Q9. Discuss the rights and duties of partners with each other and with third party. (12.5)



M-J/2013/56



(Please write your Exam Roll No.)

Exam Roll No. 077

END TERM EXAMINATION - 21

SECOND SEMESTER [LLB] MAY-JUNE 2012

Paper Code: LLB110

Subject: Law of Contract-II

Time : 3 Hours

Maximum Marks : 75

Note: Attempt any five questions.

Q1 Write short notes on any three of the following:- (5x3=15)

- (a) Definition of contract of partnership.
- (b) Benefits to the minor on admission to a partnership: A fact or fiction.
- (c) Continuing contract of guarantee. (1 1/2)
- (d) Liability of partner on the basis of doctrine of "holding out".
- (e) Act of firm.
- (f) Registration of firm. (2)



Q2 Define and distinguish between contract of guarantee and contract of indemnity with appropriate illustrations. (2 1/2) (15)

OR

A delivers the possession of his cycle to B for the repairs and agreed to pay rupees 100 as the repair charges. But B wanted that A should make the payment of the repair charges in advance which A declined. However C requested B to repair the cycle and assured B that in case A fails to pay the repair charges C will pay the same to which B agreed. But C also told B that in case the repairs are not made as per the agreement B will compensate C for the deficiency in the repairs of the cycle which B agreed with C. Discuss the different contract formations with legal reasons. (5x3=15)

- (a) Between A and B (b) Between A, B and C (c) Between C and B

Q3 Discuss in detail the different grounds for compulsory dissolution of partnership contract. (4 1/2) (15)

OR

A, B, C and D made a contract of partnership to carry on the business of banking in Dwarka sector 14, New Delhi. It was discovered that A developed illicit relations with few lady customer of the Bank. B one the partner filed a suit to seek the dissolution of the partnership on account this misconduct of partner A. Decide with reasons and with the help case law if any. (15)



Q4 Define and distinguish between the contract of Bailment and Pledge. (15)

OR

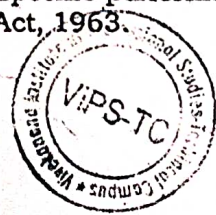
Write short notes on the following:- (7.5x2=15)

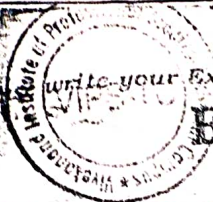
- (a) Define and distinguish between implied and express authority of a partner in a firm.
- (b) Define and distinguish between partnership at will and term partnership.

Q5 Discuss in detail the rights and obligation of an agent vis-à-vis the principal. (5 1/2) (15)

OR

Discuss in detail as to when a suit for specific performance of contract is maintainable under the Specific Relief Act, 1963. (15)





Write your Exam Roll No.)

Exam Roll No. 2

END TERM EXAMINATION

THIRD SEMESTER [LLB] SEPTEMBER 2014



Paper Code: LLB201

Subject: Business Law

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Part A which is compulsory. Select one question from each unit of Part B.

PART-A

(5x5=25)

- Q1 Write short notes on the following:-
- (a) Sale and Agreement to sell.
 - (b) Nemo Dat quod non habet
 - (c) Essential Ingredient of 'Sale' under Sale of Goods Act.
 - (d) Crossing of cheques
 - (e) Negotiation and Assignment.



PART-B UNIT-I

Q2 Define 'Conditions' and 'Warranties'. Explain whether stipulations relating to 'time of payment' and 'time of delivery of goods' form essence of the contract of sale. (12.5)

Q3 Discuss the doctrine of caveat emptor and exceptions to the same with the help of statutory provisions and decided cases. (12.5)

UNIT-II

Q4 Discuss the rights of unpaid seller by quoting decided cases on the subject. (12.5)

Q5 Elaborate the rules relating to 'delivery'. What are the effects of 'part delivery' and 'delivery of wrong quantity'? (12.5)

UNIT-III

Q6 (a) Define 'negotiable instrument'. Discuss various types of negotiable instruments elucidating their essential features. (8.5)

(b) State whether the following are promissory notes:-

- (i) "I promise to pay B Rs. 5,000 seven days after my marriage with C"
- (ii) "I acknowledge myself to be indebted to B in Rs. 1,000, to be paid on demand, for value received"
- (iii) "I promise to pay B Rs. 5,000 and all other sums which shall be due to him"
- (iv) "I promise to pay B or order Rs. 500"



Q7 Who is a 'holder'? Discuss the rights of a 'holder' when an instrument is lost or destroyed. Define 'holder in due course'. Discuss whether a 'holder in due course' get any title under a forged instrument. (12.5)

UNIT-IV

Q8 What is meant by 'dishonors of negotiable instrument'? Discuss the provisions relating to penalties in case of dishonour of cheques for insufficiency of funds in the accounts. (12.5)

Q9 What is meant by 'noting' and 'protest' of a promissory note or bill of exchange? Discuss the contents of 'protest' and its advantages. (12.5)



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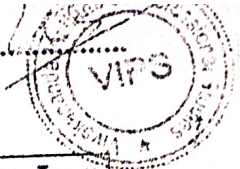
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Exam Roll No. 3



END TERM EXAMINATION

THIRD SEMESTER [LLB] DECEMBER 2014



Paper Code: LB-201

Subject: Business Law

Time: 3 Hours

Maximum Marks: 75

Note: Attempt any five questions including Q no.1 of Part A which is compulsory. Select one question from each unit of Part B.

PART-A

(5x5=25)

- Q1 Write short notes on the following:-
- (a) 'Sale' and 'Agreement to sell'.
 - (b) Specific Goods and Future Goods.
 - (c) When a right of lien is terminated?
 - (d) Kinds of Endorsement.
 - (e) Noting and Protest.



PART-B

UNIT-I

Q2 Distinguish between 'Condition' and 'Warranty'. When does a condition descend to the level of Warranty? (12.5)

Q3 Does the Sale of Good Act provide for any rules as to delivery of goods? If so, what are they? Discuss the rights and duties of the buyer. (12.5)

UNIT-II

Q4 Who is an 'Unpaid Seller'? What are the rights of an unpaid seller against the goods? (12.5)

Q5 Discuss various remedies available to a seller and a buyer for breach of contract of sale under Sale of Goods Act, 1930. (12.5)

UNIT-III

Q6 "A person taking a negotiable instrument in good faith and for value obtains a valid title though he takes from one who had none"-Explain. Discuss various rights and privileges of a holder in due course. (12.5)

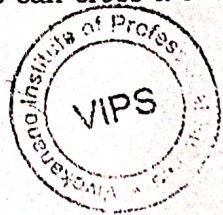
Q7 Define a negotiable instrument. What are its characteristics and presumptions?(12.5)

UNIT-IV

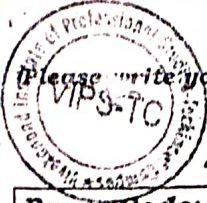
Q8 Discuss the rules regarding the presentment for payment. When is the presentment for payment not necessary? (12.5)

Q9 What do you mean by crossing of a cheque? Who can cross a cheque? Explain different modes of crossing. (12.5)





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END TERM EXAMINATION

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THIRD SEMESTER [LLB] DECEMBER 2013-JANUARY 2014

Paper Code: LLB-201

Subject: Business Law (2005-2012)

Time: 3 Hours

Maximum Marks: 75

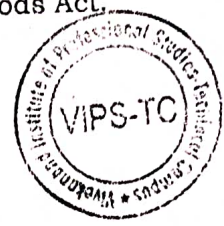
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Note: Part A is compulsory. Attempt five question from Part B.



PART - A

- Q.1 Explain the following:
- (a) Essentials of a contract of sale under sale of goods Act,
 - (b) Negotiation and Assignment
 - (c) Conditions and Warranties
 - (d) Sale by Auction
 - (e) Passing of property



PART - B

UNIT - I

- Q.2 Discuss the law relating to transfer of title by non owners with special reference to the maxim "Nemo dat quod habet."

OR

- Q.3 Discuss the meaning of 'Caveat emptor' with the help of leading cases. Discuss exceptions, if any, to this rule.

UNIT - II

- Q.4 Who is an unpaid seller? Discuss the rights of an unpaid seller with the help of decided cases.

OR

- Q.5 Discuss the remedies, as provided in the sale of goods Act, for breach of a contract, citing the relevant cases.

UNIT - III

- Q.6 (a) Discuss the meaning and essential elements of a negotiable instrument.
(b) Discuss the differences between a cheque and Bill of Exchange.



OR

- Q.7 In what respects a 'holder' differs from a 'holder in due course'? Discuss in details the privileges of a 'holder in due course.'

UNIT - IV

- Q.8 Discuss the remedies available to the drawee when the drawer's cheque is dishonored on the ground of insufficiency of funds.

OR

- Q.9 Write short notes on any two of the following:
- (a) Remedy against the banker for wrongful dishonour of a cheque
 - (b) Crossing of cheques.
 - (c) Difference between noting and protest.



Write your Exam Roll No.)

Exam Roll No.

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SUPPLEMENTARY EXAMINATION 6

FOURTH SEMESTER [LLB] SEPTEMBER-2013

Paper Code: LLB-201

Subject: Business Law

Time: 3 Hours

Maximum Marks :75

Note: Part A is compulsory. Attempt one question from each unit in Part B.

PART - A

Q.1 Write short notes on the following:

- (a) Distinguish between the term 'Sale' and 'Agreement to sell'.
- (b) What is the effect of destruction of specific goods in a contract of sale?
- (c) What is meant by 'right of lien under sale of Goods Act'?
- (d) What are the parties to a bill of exchange, a promissory note and a cheque?
- (e) What is meant by crossing of a cheque?

(1x5 = 25)

PART - B UNIT - I

Q.2 What are the essentials of a contract of sale?

Q.3 What is the rule 'nemo dat qui non habet'? Are there any exceptions of this rule?

UNIT - II

Q.4 When is a seller of goods deemed to be an unpaid seller? What are his rights against (i) the goods, and (ii) the buyer personally?

Q.5 What remedies are available to seller and buyer in case of breach of contract of sale?

UNIT - III

Q.6 What is a negotiable instrument? Explain its special characteristics.

Q.7 Define negotiation. Distinguish between assignability and negotiability of an instrument.

UNIT - IV

Q.8 What do you understand by presentment of a negotiable instrument? State the cases in which presentment is not necessary.

Q.9 When is a negotiable instrument said to be discharged? What is the difference between discharge of an instrument and discharge of a party to an instrument?



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