

**End Semester (Semester II) Examination July 2022**

**Programme: BA LLB**

**Subject: Contract II including Specific Relief**

**Subject Code: 24F.155**

**Enrollment No: \_\_\_\_\_**

**Full Marks: 70**

**Time: 3 Hrs.**

**Section I**

**1. Short Answer type questions. Answer any four.**

**4 x 5 = 20**

- a. Define a contract of guarantee and indemnity.
- b. Define partners? Distinguish it from outgoing partners.
- c. What do you understand by the term goods in sale of good act 1930?
- d. What are the rights of unpaid seller?
- e. What are the essential elements of promissory note?
- f. Who is considered as holder in due course?

**Section II**

**Long Answer type questions. Answer any three.**

**3 x 10 = 30**

2. Who is a bailor? Contract of pledge is nothing but bailment of goods as a security. Elaborate.
3. What are the consequences after dissolution of a firm?
4. Describe dishonoured of cheque by bank and what are the circumstances that lead to the same.
5. Discuss distinction between Indemnity and Guarantee. Is an Insurance company an indemnifier or not? Elaborate.
6. Describe and evaluate the following.
  - a. Cheque is a bill of exchange.
  - b. Sale by person in possession under voidable contract
  - c. Rights and Duties of Bailor/Bailee

**Section III**

**Application based questions. Answer any one.**

**1 x 20 = 20**

7. State the position of minor in partnership firm. Describe the liability of minor with respect to the principal in a Partnership firm.
8. If a cheque issued against consideration, is bounced, what is the criminal law consequence? Explain in detail.
9. Where, in pursuance of the contract, the seller delivers the goods to the buyer or to a carrier or other bailee (whether named by the buyer or not) for the purpose of transmission to the buyer, and does not reserve the right of disposal, he is deemed to have unconditionally appropriated the goods to the contract. Describe with reference to Sale of unascertained goods and appropriation.

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