

End Semester/Reappear (Semester II) Examination July 2022

Programme: LL.B

Subject: Contract II including Specific Relief

Subject Code: 24D.154

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. State the position of minor in partnership firm.
- c. Define partners. Distinguish it from outgoing partners.
- d. Define agreement to sale?
- e. What are the rights of unpaid seller?
- f. Enumerate the essential elements of promissory note.

Section II

Long Answer type questions. Answer any three.

3 x 10 = 30

2. A contract to indemnify B against the consequences of any proceedings which C may take against B in respect of a certain sum of 200 rupees. This is a contract of indemnity. Justify the statement.
3. Who is a bailor? Contract of pledge is nothing but bailment of goods as a security. Elaborate.
4. Explain the mechanism of dishonour of cheque by bank. State the circumstances that lead to dishonour.
5. Whether a stipulation in a contract of sale is a condition or a warranty depends in each case on the construction of the contract. A stipulation may be a condition, though called a warranty in the contract. Elaborate the statement according to section 12.
6. What are essentials that you can remember in the constituents of contract of agency?

Section III

Application based questions. Answer any one.

1 x 20 = 20

7. What are the difference between Sale and Agreement to Sale? Goods deal with immovable property? Evaluate with provision of law and support your answer with appropriate case.
8. A firm in the course of its business receives money or property from a third party, and the money or property is misapplied by any of the partners while it is in the custody of the firm, the firm is liable to make good the loss. Describe with reference to liability of firm for mis-application by partners.
9. The liability of the surety is co- extensive with that of the principal debtor, unless it is otherwise provided by the contract. Explain with below illustration.
A guarantee to B the payment of a bill of exchange by C, the acceptor. The bill is dishonored by C. A is liable, not only for the amount of the bill, but also for any interest and charges which may have become due on it.
