

**End/Reappear (Semester II) Examination, May 2025**

**Programme: LLB**

**Course: Contract II including Specific Relief Act**

**Course Code: 24D.109**

**Enrolment no. \_\_\_\_\_**

**Full Marks: 70**

**Time: 3 Hrs.**

**Section I**

1. **Short Answer type questions. Answer any four.** **4 x 5 = 20**
- What do you understand by contract of guarantee? Name the three parties involved in it.
  - Distinguish between 'sale' and 'agreement to sell' with illustrations.
  - How can a partnership be dissolved? Describe the modes of dissolution.
  - Discuss the amendments introduced in the Specific Relief Act, 1963 by the Specific Relief (Amendment) Act, 2018.
  - Differentiate between Partnership and Company.
  - Explain different kinds of injunctions under specific Relief Act, 1963..

**Section II**

- Long Answer type questions. Answer any three.** **3 x 10 = 30**
- Explain the legal provisions regarding the creation of an agency. Discuss the various modes by which an agency relationship may be formed under the Indian Contract Act, 1872
  - Indian Partnership Act, 1932 has enlisted the provisional requirement for a Partner. Enumerate the provisions.
  - Analyze the position of Minor as a Partner and also the rights available to them as mentioned under Indian Partnership Act, 1932.
  - Analyze the legal provisions relating to rectification, rescission, and cancellation of instruments under the Specific Relief Act, 1963. Support your answer with illustrations.
  - Elaborate the concept of implied conditions with relevant case laws and provisions mentioned under Sale of Goods Act, 1930 in a contract of sale.

**Section III**

- Application based questions. Answer any one.** **1 x 20 = 20**
- Elaborate the law relating to pledge. Discuss the rights and duties of the pawnee and the pledgor. When can a pledge by a non-owner be valid?
  - Rahul, a livestock trader, attends a cattle auction and purchases 10 pigs. There is no mention of the health status of the pigs, and no warranty is provided by the seller. Rahul, assuming the pigs are healthy, brings them to his farm, where several of his existing pigs become infected. Upon investigation, it is found that the auctioned pigs were suffering from a contagious disease. Rahul sues the seller, claiming compensation for the loss of livestock and alleging that the seller should have disclosed the pigs' condition. In the light of the above facts, discuss the applicability of the doctrine of caveat emptor. Support your answer with legal reasoning and refer to relevant case law.
  - A partnership firm consists of A, B, C, and D. A actively manages the business, B contributes capital but does not take part in day-to-day activities, C allows the firm to use his name but has no real interest in the business, and D has agreed to share profits but is not liable to third parties. Identify the types of partners in the firm and explain your reasoning.

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