



**PRACTICE SET**  
**End Semester Examination, Spring- 2026**

**Program: LLB**

**Semester: II**

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

**Subject Code: 24D.109**

**Course Outcome:**

On the completion of the Course, the students will be able to:

| <b>Course Outcomes</b> | <b>Description</b>   |
|------------------------|--|
| CO1                    | Identify and describe the legal framework governing contracts of Indemnity, Guarantee, Bailment, Pledge, and Agency.                     |
| CO2                    | Interpret and apply the core principles of the Sale of Goods Act, 1930 in commercial transactions.                                       |
| CO3                    | Analyse and apply provisions of the Indian Partnership Act, 1932 to practical business and partnership scenarios.                        |
| CO4                    | Evaluate the remedies available under the Specific Relief Act, 1963 including specific performance, injunctions, and declaratory relief. |

**UNIT I**

**Section A (10 marks)**

1. Define the nature and importance of contract of indemnity with reference to Section 124 of the Indian Contract Act, 1872. (CO1) (Understand) (LOT)
2. Explain the contract of guarantee as mentioned under the Indian Contract Act, 1872. Name the three parties involved in it with the help of an example. (CO1) (Remember) (LOT)
3. Discuss the concept of pledge with the help of illustrations and provisions mentioned under the Indian Contract Act, 1872. (CO1) (Understand) (LOT)
4. Outline the essentials and scope of the contract of agency and the rights of principal and agent as mentioned under the Indian Contract Act, 1872. (CO1) (Remember) (LOT)

5. Describe the concept of bailment along with its types under the Indian Contract Act, 1872 with the help of illustrations. (CO1) (Understand) (LOT)
6. Critically analyze the essential elements of a contract of guarantee under the Indian Contract Act, 1872. How does it differ from a contract of indemnity in terms of legal structure, nature of liability, and the relationship among parties involved? Evaluate the implications of these differences in commercial and legal contexts. (CO1) (Analyze) (HOT)
7. Examine the legal framework governing the creation of an agency under the Indian Contract Act, 1872. How do the various modes of creating an agency influence the determination of an agent's authority and the principal's liability? (CO1) (Evaluate) (HOT)
8. Enlist the rights and duties of pawnor and pawnee under the contract of pledge. Also, mention the relevant provisions of the Indian Contract Act, 1872 associated with it. (CO1) (Analyze) (HOT)

### **Section B (20 marks)**

9. Assess the rights of a surety under the Indian Contract Act, 1872 after he has paid the debt or fulfilled the obligation of the principal debtor. Divide the rights under the following heads with relevant sections:
  - (a) Rights against the principal debtor
  - (b) Rights against the creditor
  - (c) Rights against co-sureties (CO1) (Apply) (HOT)
10. Simran gave her car to Arjun, a mechanic, for repairs. Arjun used the car for his personal purposes without Simran's consent and during such use, the car met with an accident and was severely damaged. Arjun claims that the accident was unavoidable and he is not liable.
  - a) Whether a valid contract of bailment exists? Explain its essentials in light of Indian Contract Act, 1872.
  - b) Discuss the duties of a bailee in this situation.
  - c) Is Arjun liable for the damage caused? Give reasons.
  - d) What are the rights of the bailor in case of misuse of goods? (CO1) (Evaluate) (HOT)
11. Karan pledged his laptop with Neha for a loan of ₹50,000. Before the repayment period expired, Neha sold the laptop to a third party without giving any notice to Karan. Karan later offered to repay the loan and demanded return of the laptop.
  - a) Whether this transaction amounts to a valid pledge? State its essential elements according to Indian Contract Act, 1872.
  - b) Explain the difference between bailment and pledge in this context.
  - c) Was Neha justified in selling the laptop?
  - d) What remedies are available to Karan against Neha? (CO1) (Analyze) (HOT)

**UNIT II**  
**Section A (10 marks)**

12. Define 'goods' as specified under the Sale of Goods Act, 1930 and list out the exclusions. (CO2) (Remember) (LOT)
13. Discuss the concept of 'condition' in a contract of sale as specified under the Sale of Goods Act, 1930 by giving relevant examples. (CO2) (Understand) (LOT)
14. Explain the different types of goods recognized in the Sale of Goods Act, 1930 with examples. (CO2) (Remember) (LOT)
15. Illustrate the essential elements of a contract of sale under the Sale of Goods Act through a real-life example. (CO2) (Evaluate) (HOT)
16. Discuss the implied conditions with relevant case laws and provisions mentioned under ICA, 1872 in a contract of sale. (CO2) (Remember) (LOT)
17. A purchases 100 bags of rice after inspecting a sample shown by B. The bulk delivered is of inferior quality. Advise A on his legal remedies. (CO2) (Apply) (HOT)
18. Differentiate between 'sale' and ' agreement to sell' with illustrations. (CO2) (Analyze) (HOT)
19. A purchases goods after being misled by false statements of the seller. Can the doctrine of Caveat Emptor be applied? Examine the essentials and exceptions of the doctrine. (CO2) (Evaluate) (HOT)

**Section B (20 marks)**

20. Mr. Aman, a wildlife photographer, went to Road Max Ltd., a well-known car company. He told the salesperson clearly that he needed a strong off-road vehicle for rough travel during his photography trips. The salesperson suggested the "Road Max Cruiser" and promised it would be perfect for his purpose. Trusting this advice, Aman bought the car. After using the car for some weeks, Aman found that it was not suitable for rough roads — it had poor suspension and got damaged easily. He wanted to return the car and get his money back. But the company refused, saying the contract only covered repair of mechanical faults and did not allow return of the car for performance issues.

With the use of provisions mentioned under the Sale of Goods Act, 1930, answer the following:

- (a) Is the seller's promise a condition or a warranty?
- (b) What is the difference between a condition and a warranty? Give examples and refer to relevant sections of the Sale of Goods Act.

- (c) Can Aman reject the car and get a refund?
- (d) How does the case *Baldry v. Marshall* (1925) 1 KB 260 help in this situation? (CO2) (Evaluate) (HOT)
21. 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, evaluate the applicability of the doctrine of caveat emptor. Support your answer with legal reasoning and refer to relevant case law.. (CO2) (Analyze) (HOT)

### **UNIT III**

#### **Section A (10 marks)**

22. Explain the concept of “partnership” under the Indian Partnership Act, 1932. (CO3) (Evaluate) (LOT)
23. Discuss the difference between Partnership and Firm with the help of provisions mentioned under the Indian Partnership Act, 1932. (CO3) (Apply) (LOT)
24. Illustrate the essential requirements for a valid partnership as stated under the Indian Partnership Act, 1932. (CO3) (Understand) (LOT)
25. Enlist the circumstances as to when a partnership can be dissolved in context of the modes of dissolution. (CO3) (Remember) (LOT)
26. Describe the relevant provisions of Indian Partnership Act, 1932 that deals with registration of partnership firm. Also, state the advantages of registration. (CO3) (Understand) (LOT)
27. A partnership firm was formed for construction of a building. After completion of the project, disputes arise regarding continuation of business and liabilities. Analyze whether the firm is dissolved and consequences thereof. (CO3) (Analyze) (HOT)
28. A, B, and C agree to run a business and share profits. However, only A manages the business and operates bank accounts. Later, a dispute arises regarding validity of partnership. Verify whether a valid partnership exists or not with reference to legal principles and case laws. (CO3) (Evaluate) (HOT)

**Section B (20 marks)**

29. 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. Assess this situation in the context of Indian Partnership Act, 1932 highlighting the types of partners in the firm and explain your reasoning. (CO3) (Evaluate) (HOT)
30. Ramesh and Suresh started a partnership firm. Their partnership deed says they will share profits and losses equally. But in practice, only Ramesh manages the business, makes decisions, and handles the bank account. Suresh does not take part in daily work. Is it still a valid partnership? Apply the general rules or principles of partnership to answer the question. (CO3) (Apply) (HOT)
31. A, B, and C form an unregistered partnership firm. A sues B for his share of profits. Meanwhile, the firm files a suit against D for breach of contract. Critically analyze the legal consequences of non-registration. (CO3) (Analyze) (HOT)

**UNIT IV**

**Section A (10 marks)**

32. Clarify the meaning of rescission of a contract in context of the remedies available under the Specific Relief Act, 1963. (CO4) (Remember) (LOT)
33. Analyze the legal provisions relating to rectification, rescission, and cancellation of instruments under the Specific Relief Act. Support your answer with illustrations. (CO4) (Analyze) (HOT)
34. Illustrate the significant amendments introduced in the Specific Relief Act, 1963 by the Specific Relief (Amendment) Act, 2018. (CO4) (Apply) (LOT)
35. Outline the concept of injunctions on the basis of time with the help of key legal provisions mentioned in the Specific Relief Act, 1963. (CO4) (Analyze) (HOT)
36. Whether specific moveable property can be recovered from the person in possession or control of the same? Critically analyze the circumstances where such property can be recovered in light of the Sale of Goods Act, 1930. (CO4) (Analyze) (HOT)
37. Discuss the key legal provisions mentioned under the Specific Relief Act, 1963 for declaratory decree. (CO4) (Understand) (LOT)
38. Describe the effectiveness of specific performance and injunction as remedies for breach of contract under the Specific Relief Act, 1963. (CO4) (Understand) (LOT)

**Section B (20 marks)**

39. According to Section 6 of Specific Relief Act 1963, if any person is dispossessed without his consent of immovable property otherwise than in due course of law, he or any person claiming through him may by suit recover possession thereof, notwithstanding any other title that may be set up in such suit. Justify the statement with the help of legal provisions and decided cases. (CO4) (Evaluate) (HOT)
40. A property buyer sues for specific performance of an agreement where the seller has sold the land to someone else. With the use of the relevant provisions of the Act, can the Court grant the remedy of 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. (CO4) (Analyze) (HOT)

**Summary Sheet**

**CO Wise**

| <b>CO</b>    | <b>Q. No</b>                  | <b>Marks</b> |
|--------------|-------------------------------|--------------|
| CO1          | 1,2,3,4,5,6,7,8,9,10,11       | 140          |
| CO2          | 12,13,14,15,16,17,18,19,20,21 | 120          |
| CO3          | 22,23,24,25,26,27,28,29,30,31 | 130          |
| CO4          | 32,33,34,35,36,37,38,39,40    | 110          |
| <b>Total</b> |                               | <b>500</b>   |

**Unit Wise**

| <b>Unit</b>  | <b>Q. No</b>                  | <b>Marks</b> |
|--------------|-------------------------------|--------------|
| Unit 1       | 1,2,3,4,5,6,7,8,9,10,11       | 140          |
| Unit 2       | 12,13,14,15,16,17,18,19,20,21 | 120          |
| Unit 3       | 22,23,24,25,26,27,28,29,30,31 | 130          |
| Unit 4       | 32,33,34,35,36,37,38,39,40    | 110          |
| <b>Total</b> |                               | <b>500</b>   |

**Blooms Taxonomy Level (BTL) Wise**

| <b>BTL</b>   | <b>Q. No</b>   | <b>Marks</b> |
|--------------|--|--------------|
| LOT          | 2,6,12, 14,15,18,19,20,21,24,25,26,27,28,29,31,34,36,39,40 | 180          |
| HOT          | 1,3,4,5,7,8,9,10,11,13,16,17,22,23,30,32,33,35,37,38,41,42 | 320          |
| <b>Total</b> |  | <b>500</b>   |

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**Disclaimer:** -This is a Practice set. The Question in End term examination will differ from the Practice set. This Practice set is meant for practice only.