



17461

**BRAINWARE UNIVERSITY****Term End Examination 2024-2025****Programme – B.A. LL.B.-2024/BBA LL.B.-2024****Course Name – Special Contract/Special Contracts****Course Code - BALLB205/BBALLB205****(Semester II)**

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Full Marks : 60**Time : 2:30 Hours**

[The figure in the margin indicates full marks. Candidates are required to give their answers in their own words as far as practicable.]

Group-A**(Multiple Choice Type Question)****1 x 15=15****1. Choose the correct alternative from the following :**

- (i) What does 'Indemnity' mean?
- | | |
|---------------------------------|---|
| a) Security from damage or loss | b) Security for more profit |
| c) An act for protection | d) Both Security from damage or loss and Security for more profit |
- (ii) Which contract makes one party promise to save the other from loss caused to him by the conduct of the promisor himself or by the conduct of any other person?
- | | |
|--------------------------|--------------------|
| a) Surety contract | b) Simple contract |
| c) Contract of indemnity | d) None of these |
- (iii) What is the status of the contract in which a guarantee is obtained by means of misrepresentation made by the creditor?
- | | |
|---------------------------|------------------|
| a) Valid | b) Invalid |
| c) Both Valid and Invalid | d) None of these |
- (iv) What does Section 148 of Indian Contract Act, 1872 provide?
- | | |
|--|--|
| a) Bailment, bailor and bailee defined | b) Bailee when not liable for loss etc., for things bailed |
| c) Bailee when not liable for loss etc., for things bailed | d) Effect of mixture, without Bailor's consent, when the goods can be separate |
- (v) Which of the following resembles to the delivery of goods for some purpose upon a contract that upon accomplishment of purpose they shall be returned or otherwise disposed as per directions of the person to whom it is delivered?
- | | |
|------------------------|--------------------------|
| a) Contingent contract | b) Bailment |
| c) Pledge | d) Contract of indemnity |
- (vi) What does Section 182 of Indian Contract Act, 1872 say?
- | | |
|--------------------------------|------------------------|
| a) Agent and Principal defined | b) Who may be an agent |
|--------------------------------|------------------------|

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- c) Consideration not necessary
d) Agent's authority in an emergency
- (vii) What does Section 228 of the Indian Contract Act, 1872 say?
a) Principal not bound when excess of agent's authority is not separable
b) Consequences of notices given to agent
c) Liability of pretended agent
d) Effect on Agreement of misrepresentation or fraud by agent
- (viii) What does Section 210 of Indian Contract Act, 1872 say?
a) Termination of sub-agent's authority
b) Agent's accounts
c) Termination of agency
d) Agent's duty to communicate with Principal
- (ix) Choose the principle applicable in 'holding out' as per Section 28 of Indian Partnership Act, 1932.
a) Principle of undisclosed principal
b) Principle of estoppel
c) Principle of equity
d) Principle of agency
- (x) Choose the effect of the doctrine of holding out:
a) The persons may be partners towards the world without being partners between themselves
b) The persons may be partners towards the world on being partners between themselves
c) The persons may be partners towards the world without having done anything
d) The persons may be partners towards the world without being partners between themselves and the persons may be partners towards the world on being partners between themselves
- (xi) Identify the information that shall be given to the Registrar of Firms by a registered partnership firm:
a) New opening & closing of the existing branches
b) Change in the name of and address of the partners
c) Change in the constitution of the firm
d) All of these
- (xii) Select the position, where a minor elects not to become a partner:
a) He shall be entitled to sue the partners for his share of the property and profits.
b) His rights and liabilities shall continue to be those of a minor under this section up to the date on which he gives public notice.
c) His share shall not be liable for any acts of the firm done after the date of the notice.
d) All of these
- (xiii) Choose the option whether partners in a firm may, by contract between the partners:
a) restrict the implied authority of any partner
b) extend the implied authority of any partner
c) None of these
d) Both A and B are correct
- (xiv) What would be the position where a minor elects to become a partner?
a) His share in the property and profits of the firm shall be the share to which he was entitled as a minor
b) His rights and liabilities as a minor continue up to the date on which he becomes a partner
c) He also becomes personally liable to third parties for all acts of the firm done since he was admitted to the benefits of partnership
d) All of these
- (xv) Relate in what circumstances an unpaid seller, who have possessions of the goods, may exercise lien over the goods:
a) Where the goods have been sold on credit, but the term of credit has expired.
b) Where the buyer becomes insolvent.
c) Where the goods have been sold without any stipulation as to credit.
d) All of these.

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Define a contract of indemnity. (3)
3. Explain the rights of indemnity-holder, when sued. (3)
4. Define Continuing Guarantee. (3)
5. Define bailor. (3)
6. Examine the right of lien and right of stoppage in transit. (3)

OR

Explain the rights of unpaid sellers against the goods. (3)

Group-C

(Long-Answer Type Questions)

5 x 6=30

7. Explain "A contract of indemnity is a contingent contract". (5)
8. State the differences between Contract of Bailment and Contract of Pledge. (5)
9. Distinguish between sub-agent and substitute-agent. (5)
10. Define the concept of Doctrine of Holding out. (5)
11. Examine the documents need to be submitted while registering an incoming partner. (5)
12. Examine Implied Condition and Implied Warranties. (5)

OR

Examine Nemo dat quod non habet. (5)

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