



BRAINWARE UNIVERSITY

Term End Examination 2023-2024

Programme – BBA LL.B.-2020

Course Name – Special Contracts

Course Code - BBALLB205

(Semester II)

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) Choose the correct option: Sections 124–147 of the Indian Contract Act of 1872 deal with

- | | |
|---|---------------------------|
| a) Contracts of indemnity | b) Contracts of guarantee |
| c) Both Contracts of indemnity and Contracts of guarantee | d) None of these |

(ii) What does Section 133 of Indian Contract Act 1872 deal with?

- | | |
|---|--|
| a) Discharge of Surety by variance in terms of a contract | b) Surety's liability |
| c) Release of one co-surety does not discharge other | d) Implied promise to indemnify Surety |

(iii) Infer to the correct authority of an agent

- | | |
|-----------------------------|------------------|
| a) Express | b) Implied |
| c) Both Express and Implied | d) None of these |

(iv) What is the outcome of a guarantee obtained by misrepresentation?

- | | |
|-------------|------------|
| a) Invalid | b) Valid |
| c) Voidable | d) Illegal |

(v) Identify the nature of partnership at will

- | | |
|---|------------------------------------|
| a) Which does not have any deed | b) Which does not have any partner |
| c) Which does not provide for how long the business will continue | d) Which cannot be dissolved |

(vi) Choose that under Section 8 of the Indian Partnership Act, 1932 provides for

- | | |
|------------------------------|---------------------------|
| a) a particular partnership. | b) a general partnership. |
| c) a partnership at will. | d) all of these. |

(vii) Determine that Section 31, of the Sale of Goods Act, duty bounds the buyer to

- | | |
|---------------------|----------------------|
| a) Accept the goods | b) Pay for the goods |
|---------------------|----------------------|

- c) Both accept the goods and pay for the goods
- d) None of Above
- (viii) Identify that in the Contract of Sale, there is an implied warranty that:
- a) Seller has a right to sell the goods.
- b) The buyer has the right to have and enjoy the quiet possession of goods only.
- c) The goods shall be free from any charge or encumbrance.
- d) The buyer has the right to have and enjoy the quiet possession of goods and that the goods shall be free from any charge or encumbrance.
- (ix) Relate that the death of the Surety operates in the absence of any contract to the contrary, as a Revocation of a Continuing guarantee, so far as regards future transactions, it is given in:
- a) Section 131
- b) Section 132
- c) Section 133
- d) Section 134
- (x) Which of the following statement is true?
- a) There are three parties in a contract of a guarantee
- b) The liability of the surety is co- extensive with that of the principal debto
- c) A creditor is not bound to proceed against the principle debtor
- d) All of these
- (xi) Which of the following statement is incorrect?
- a) A person who receives the profits is always a partner.
- b) A person who receives the profits is not necessarily a partner.
- c) The true test of partnership is the mutual agency i.e., agency relationship among partners.
- d) The partnership comes into existence only through an agreement.
- (xii) Relate that the term 'business' has been defined under:
- a) section 2(a) of Indian Partnership Act, 1932
- b) section 2(b) of Indian Partnership Act, 1932
- c) section 2(d) of Indian Partnership Act, 1932
- d) section 2(e) of Indian Partnership Act, 1932
- (xiii) Relate to 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
- (xiv) Relate that the unpaid seller of goods, having a lien thereon, _____ by reason only that he has obtained a decree for the price of the goods:
- a) Does not lose his lien
- b) Lien cannot be exercised after getting the decree.
- c) Losses his right of lien
- d) None of the above.
- (xv) Relate that a stipulation in a contract of sale with reference to goods which are the subject thereof may be:
- a) A condition or warranty
- b) A conditions and warranty both
- c) A warranty
- d) A condition

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Explain the rights of partners in a partnership farm. (3)
3. Explain Bailment Contract. (3)
4. Define the concept of Lien. (3)

5. Define a principle. (3)
6. Assess the formalities of the contract of sell. (3)

OR

Distinguish between a sale and other types of contracts. (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 Gratuitous bailment and Non-gratuitous bailment. (5)
9. Explain the implied authority of partners with relevant case laws if any. (5)
10. Explain the penalties for non-compliance with the registration requirements of the Indian Partnership Act. (5)
11. Explain the consequences of not properly dissolving a partnership firm. (5)
12. Evaluate the remedies available to the buyer in case of breach of contract under the Sale of Goods Act. (5)

OR

Evaluate the significance of an implied condition as to quality or fitness for purpose under the Act. (5)
