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BRAINWARE UNIVERSITY

Term End Examination 2025-2026
Programme – B.A. LL.B.-2024/BBA LL.B.-2024/B.A. LL.B.-2025/BBA LL.B.-2025
Course Name – Special Contract/Special Contracts
Course Code - BALLB205/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) What kind of contract is mentioned in Section 124 of the Indian Contract Act, 1872?

a) Contracts of minor b) Contracts of conditions
c) Contracts of indemnity d) None of these

(ii) Relate to the person to whom contract of guarantee is given:

a) Creditor b) Surety
c) Principal debtor d) Debtor

(iii) Who may employ an agent?

a) Any person who is of the age of majority according to the law to which he is subject
b) Any person who is of sound mind
c) Any person who is of the age of majority according to the law to which he is subject and who is of sound mind
d) Citizen of India

(iv) Which is not the case of discharge of surety?

a) By notice of revocation b) By death of surety
c) If creditor releases the principal debtor d) when the creditor allows the execution of his decree against the principal debtor

(v) What happens if a guarantee is obtained by misrepresentation or concealment?

a) it is invalid b) it is valid
c) it is voidable d) it is illegal

(vi) Identify the nature of the partnership where its duration is fixed and cannot be dissolved by any partner at his will:

a) Partnership for fixed period b) General partnership
c) Partnership at will d) All of these

(vii) Identify that before attaining the age of majority, a minor admitted to the benefits of a firm has the right to:

a) Receive agreed share of property and of profits
b) Access and to inspect the accounts of the firm
c) Sue the firm for his share of property or profits
d) All of these

(viii) 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

(ix) Identify the right of partners after dissolution of firm:

a) To have the surplus distributed among the partners or their representatives according to their rights
b) To have business wound up after dissolution
c) To have the property of the firm applied in payment of the debts and liabilities of the firm
d) All of these

(x) Choose the circumstances under which a partner may retire:

a) In accordance with an express agreement by the partners
b) Where the partnership is at will, by giving notice in writing to all the other partners of his intention to retire
c) With the consent of all the other partners
d) All of these

(xi) Relate that a condition is a stipulation to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated.

a) Not essential
b) Not collateral
c) Essential
d) Collateral

(xii) Identify that a lien can be exercised by the unpaid seller only:

a) When the ownership right relating to goods have transferred to the buyer.
b) When the goods are still in possession of the un-paid seller.
c) When the goods have been transported through the carrier made available by the buyer.
d) When the goods have delivered to the buyer.

(xiii) Where there is a contract for the sale of specific goods, if the goods without the knowledge of the seller have, at the time when the contract was made, perished or become so damaged as no longer to answer to their description in the contract.

a) the contract is bad
b) the contract is illegal
c) the contract is void
d) the contract is voidable

(xiv) Identify that Specific goods means:

a) Goods identified and agreed when actual sale is made.
b) Goods identified and agreed upon at the time a contract of sale is made.
c) Goods to be identified only when the buyer is making cash purchases.
d) Goods identified at the time a contract of sale is made.

(xv) What do you mean by Future goods?

a) Goods to be manufactured or acquired from the third person by the seller after making of the contract of sale.
b) Goods to be manufactured or produced or acquired by the seller after making of the contract of sale.
c) Goods to be manufactured or produced by the seller after making of the contract of sale.
d) Goods to be acquired by the seller after making of the contract of sale.

Group-B

(Short Answer Type Questions) 3 x 5=15

2. Explain the doctrine of Subrogation with respect to rights of surety on payment or performance. (3)
3. Explain the concept of General Lien. (3)
4. Interpret whether a partnership firm can enter into a contract with a third party. (3)
5. Illustrate the obligation to deliver goods under the Sale of Goods Act. (3)
6. Mr. James gives his gold necklace to Ms. Robert, a jeweller, to make some modifications. Ms. Robert keeps the necklace in his shop's locker but forgets to lock it. That night, a thief breaks in and steals the necklace. Mr. James sues Ms. Robert for compensation. Discover with legal reason if Ms. Robert is liable? If so, under which provision of Indian Contract Act, 1872 is she liable? (3)

OR

X parks his car in a hotel's valet parking service. The car is taken by the valet and a token is given to X. The next day, when X returns, the car is missing. The hotel claims no liability. Examine if it is a case of bailment and is the hotel liable? (3)

Group-C

(Long Answer Type Questions) 5 x 6=30

7. A firm is unregistered. The partners (X and Y) have a dispute over the division of profits. Analyze whether X file a suit against Y for his share of the profits. (5)
8. Explain "A contract of indemnity is a contingent contract". (5)
9. X lends his gold necklace to Y for safe custody while X travels abroad. Y, without X's permission, lends the necklace to Z for a family function. During the function, the necklace is stolen. Explain the legal consequences and determine who is liable for the loss. (5)
10. Examine whether is it permissible for an agent to delegate his authority to a third party? If so, when? (5)
11. Explain the situation where the bailment can be terminated. (5)
12. X sells goods to Y and dispatches them via ship. X receives reliable information that Y has become insolvent. X immediately instructs the shipping company to return the goods before they reach Y's port. Analyze is X's action valid? (5)

OR

P gives gold bullion to Jeweller J to be melted and crafted into a necklace. P supplies the design and pays the service charge. Later, J steals the finished necklace. Analyze whether the transaction a Sale or a Bailment. (5)

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