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SCHOOL OF LAW
Barasat, Kolkata- 700125

Term End Examination 2025-2026
Programme – LL.B.-2024/LL.B.-2025
Course Name – Law of Contract II
Course Code - LLB205
(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 for a continuing guarantee under section 129:

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| a) Revocable absolutely | b) Irrevocable absolutely |
| c) Revocable as regards future transaction | d) Either Revocable absolutely or Irrevocable absolutely |

(ii) Relate that Surety stands discharged

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|--|--|
| a) By a contract between the creditor and the principal debtor, by which the principal debtor is released | b) By a contract between the creditor and a third party to give time to the principal debtor |
| c) Both by a contract between the creditor and the principal debtor, by which the principal debtor is released and by a contract between the creditor and a third party to give time to the principal debtor | d) None of these |

(iii) Relate that bailment involves:

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|------------------------------------|----------------------------|
| a) Change of ownership | b) No change of possession |
| c) Change of custody or possession | d) None of these |

(iv) Choose the correct option: the finder of good is

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|---|--|
| a) Entitled to claim compensation | b) Entitled to retain the goods |
| c) Not entitled to claim compensation and thus not entitled to retain the goods | d) Both Entitled to claim compensation and/or Entitled to retain the goods |

(v) Relate that the pawnee has no right to retain the goods.

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| a) For payment of necessary expenses in respect of goods pledged | b) For payment of extraordinary expenses incurred in the preservation of goods |
| c) For payment of debt or interest in respect of goods pledged | d) for any other debt or promise other than that agreed for in the contract. |

(vi) Choose the correct definition of the specified goods.

- a) The goods not identified and not agreed upon at the time a contract of sale is made
 b) The goods identified and agreed upon at the time a contract of sale is made
 c) The goods not identified and not agreed upon at the time an agreement to sell is made
 d) None of these
- (vii) Choose the content of Section 31 of the Sale of Goods Act, 1930.
- a) It is not the duty to the seller to deliver the goods and of the buyer not to accept and pay for them, in accordance with the terms of the contract of sale
 b) It is not the duty to the seller to deliver the goods
 c) It is the duty to the seller to deliver the goods and of the buyer to accept and pay for them, in accordance with the terms of the contract of sale
 d) None of Above
- (viii) Choose 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) Identify the implied authority of a partner.
- a) a partner is the agent of the firm for the purposes of the business of the firm
 b) In the absence of any usage or custom of trade to the contract, the implied authority of a partner does not empower him to submit a dispute relating to the business of the firm to
 c) The authority of a partner to bind the firm conferred by this section is called his implied authority
 d) None of these
- (x) Select the section in which mutual rights and liabilities of the partners have been defined in Indian Partnership Act, 1932.
- a) Section 11 of Indian Partnership Act, 1932
 b) Section 12 of Indian Partnership Act, 1932
 c) Section 13 of Indian Partnership Act, 1932
 d) Section 14 of Indian Partnership Act, 1932
- (xi) Identify when A partnership firm comes into existence by agreement between all the partners, and such agreement should be
- a) Express agreement only
 b) Implied agreement only
 c) Either express or implied
 d) Registered
- (xii) Choose the objective of 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 these
- (xiii) Choose the meaning of implied warranty In the Contract of Sale, 1930.
- 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
- (xiv) Identify the true statement in an agreement to sell' in respect of goods.
- a) It is an executed contract which creates a jus in rem
 b) It is an executory contract which creates a jus in personam
 c) It is an executed contract which creates a jus in personam
 d) It is an executory contract which creates a jus in rem
- (xv) Select the determination of the distinction between sale and agreements to sell will be made on the basis of:

- | | |
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| a) Rights and liabilities of the parties to contract | b) Nature of goods in the contract |
| c) Nature of property in the contract | d) Price of the contract |

Group-B

(Short Answer Type Questions)

3 x 5=15

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| 2. Interpret the meaning behind Restoration of goods lent gratuitously | (3) |
| 3. Describe the right of the Pawnee as a retainer. | (3) |
| 4. Discuss the Extent of an agent's authority | (3) |
| 5. Explain Devolution of joint liabilities | (3) |
| 6. Determine when Goods must be ascertained. | (3) |

OR

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| Evaluate the concept of Implied conditions as to quality or fitness. | (3) |
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Group-C

(Long Answer Type Questions)

5 x 6=30

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| 7. Explain the rights of an indemnity holder against the indemnifier | (5) |
| 8. Explain the discharge of surety from liability. | (5) |
| 9. Explain the difference between Discharge of Indemnity and Waiver. | (5) |
| 10. Explain the types of agents recognized under Indian law | (5) |
| 11. Analyze whether a seller can be compelled to deliver goods in installments under the Sale of Goods Act. | (5) |
| 12. Explain the procedures for the retirement of a partner as per The Indian Partnership Act, 1932 | (5) |

OR

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| Explain the procedures for the dissolution of a partnership under The Indian Partnership Act, 1932 | (5) |
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