



BRAINWARE UNIVERSITY

Term End Examination 2023
Programme – B.A. LL.B.-2022
Course Name – Special Contracts
Course Code - BALLB205
(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

Group-A

words as far as practicable.]

(Multiple Choice Type Question)

1 x 15=15

- 1. Choose the correct alternative from the following:
- (i) Determine The goods identified and agreed upon at the time a contract of sale is made are called
 - a) Ordinary Goods

b) Specified Goods

c) Scheduled Goods

- d) None these
- (ii) Relate that a contract of sale of goods is a contract whereby the seller:
 - a) Transfers or agrees to transfer the property in goods to the buyer for a price. There may be a contract of sale between one partowner and another.
- Transfers or agrees to transfer the property in goods to the buyer for a price.
- c) Transferred or agreed to transfer the property in goods to the buyer for a price.
 There may be a contract of sale between one part-owner and another.
- d)
 Actual transfers of the property in goods to the buyer for a price.
- (iii) Determine Which of the following is an instance of constructive delivery of goods
 - a) the transfer of bill of lading

- b) attornment by a person in possession of the goods
- Both the transfer of bill of lading and attornment by a person in possession of the goods
- d) None
- (iv) Generalize that Future goods' means:
 - 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.
(v)	Compute which of the following documents is a computer which of the following documents is a computer which is a computer whic	loc	ument of title to goods
(vi)	a) bill of exchangec) dock warrantRelate that the contract of guarantee is a contract or discharge the liability of	b) d) t in	all of these
(vii)	a) The contractorc) Third personIdentify Section 124 of the Indian Contract Act, 13	d)	Stranger None of these
(viii)	a) Contracts of minorc) Contracts of indemnityIdenitfy a guarantee which extends to a series of	d)	Contracts of conditions None of these nsactions
(ix)	a) Special guaranteec) Specific guaranteeName the person to whom contract of guarantee	d)	Continuing guarantee None of these given
(x)	 a) Creditor c) Principal debtor Recognize the Bailment of goods as security for p promise is 	d)	Surety Debtor ment of a debt or performance of a
(xi)	a) Pledgec) Contingent contractRecognize that Section 182 of the Contract Act, d	d)	Bailment Agreement nes an agent is one
	a) Who is employed by anotherc) To represent another in dealing with third person	d)	All of these
(xii)	Recognize a guarantee obtained by misrepresent a) invalid c) voidable	b)	on or concealment valid illegal
(xiii)	Relate the procedure where pawnee has no right		-
(xiv)	 a) For payment of necessary expenses in respect of goods pledged c) For payment of debt or interest in respect of goods pledged Identify the nature partnership where its duration partner at his will 	d)	that agreed for in the contract.
(xv)	a) Particular partnershipc) Partnership for fixed periodIdentify the nature of liability of an incoming part	b) d) ne	Partnership at will.
	a) Liable for the past debts of the firm.	b)	·
	c) Liable for debts of the firm incurred after his admission.	d)	Not liable for the past debts of the firm but liable for debts of the firm incurred after his admission.

 Define co-surety. Explain the various modes of delivery in Contract of Bailment. Explain different mode by which a partnership farm dissolved Explain the nature of partnership Explain the rights of unpaid sellers against the goods. 			
OR Explain the concept of title in the Sale of Goods Act	(3)		
Group-C			
(Long Answer Type Questions) 5	x 6=30		
7. Explain the concept of Doctrine of Holding out.8. Explain the liability of a partner for the acts of another partner when dealing with third parties.	(5) (5)		
9. Explain in brief the rights of an unpaid seller.			
10. Define the "contract of indemnity" along with its essential features.			
11. State the differences between Contract of Bailment and Contract of Pledge.			
12. Evaluate the significance of an implied condition as to quality or fitness for purpose under the Act.	(5)		
OR			
Evaluate the relevance and scope of the doctrine of caveat emptor in the context of conditions and warranties under the Act.	(5)		
