



## 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 words as far as practicable.]

### Group-A

(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 part-owner and another.   | b) 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 |
| c) 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. |
|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|



2. Define co-surety. (3)
3. Explain the various modes of delivery in Contract of Bailment. (3)
4. Explain different mode by which a partnership firm dissolved (3)
5. Explain the nature of partnership (3)
6. Explain the rights of unpaid sellers against the goods. (3)

**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. (5)
8. Explain the liability of a partner for the acts of another partner when dealing with third parties. (5)
9. Explain in brief the rights of an unpaid seller. (5)
10. Define the "contract of indemnity" along with its essential features. (5)
11. State the differences between Contract of Bailment and Contract of Pledge. (5)
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)

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