



BRAINWARE UNIVERSITY

Term End Examination 2023
Programme – BBA LL.B.-2022
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) Identify 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) Recognize Section 124 to 147, of the Indian Contract Act, 1872
 - a) Contracts of indemnity
 - b) Contracts of guarantee
 - c) Both Contracts of indemnity and Contracts of guarantee
 - d) None of these
- (iii) Identify a guarantee which extends to a series of transactions
 - a) Special guarantee
 - b) Continuing guarantee
 - c) Specific guarantee
 - d) None of these
- (iv) Identify a contract to perform the promise, or discharge the liability of a third person in case of default
 - a) Contract of indemnity
 - b) Contract of guarantee
 - c) Contingent contract
 - d) Quasi contract
- (v) Name the person to whom contract of guarantee is given
 - a) Creditor
 - b) Surety
 - c) Principal debtor
 - d) Debtor
- (vi) Recognize the Bailment of goods as security for payment of a debt or performance of a promise is
 - a) Pledge
 - b) Bailment
 - c) Contingent contract
 - d) Agreement
- (vii) Recall who may employ agent?

- a) Any person who is of the age of majority according to the law to which he is subject
 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
- b) Any person who is of sound mind
 d) Citizen of India
- (viii) Recognize that Section 182 of the Contract Act, defines an agent is one -----
- a) Who is employed by another
 c) To represent another in dealing with third person
- b) To do any act for another
 d) All of these
- (ix) Relate which is not the case of discharge of surety?
- a) By notice of revocation
 c) If creditor releases the principal debtor
- b) By death of surety
 d) when the creditor allows the execution of his decree against the principal debtor
- (x) Identify Section _____ of the Contract Act defined sub-agent
- a) 191
 c) 193
- b) 192
 d) None of these
- (xi) Relate to the liability by holding out
- a) Principle of undisclosed principal
 c) Principle of equity
- b) Principle of estoppel
 d) Principle of agency
- (xii) Determine the duty of every partner to act under
- a) Actual authority
 c) Both Actual authority and Implied authority
- b) Implied authority
 d) None of these
- (xiii) Generalize that a warranty is a stipulation _____ to the main purpose of the contract, the breach of which gives rise to a claim for damages but not to a right to reject the goods and treat the contract as repudiated.
- a) Not collateral
 c) Not essential
- b) Collateral
 d) Essential
- (xiv) Determine - The goods identified and agreed upon at the time a contract of sale is made are called
- a) Ordinary Goods
 c) Scheduled Goods
- b) Specified Goods
 d) None these
- (xv) Determine Which of the following is an instance of constructive delivery of goods
- a) the transfer of bill of lading
 c) Both the transfer of bill of lading and attornment by a person in possession of the goods
- b) attornment by a person in possession of the goods
 d) None

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Examine the status of a guarantee obtained by misrepresentation. (3)
3. Explain the doctrine of Subrogation with respect to rights of surety on payment or performance (3)
4. Examine the duty of bailee where bailment made by several joint owners (3)
5. Explain the rights of partners in a partnership firm (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 the implied authority of partners with relevant case laws if any. (5)
8. Explain 'Nemo dat quod non habet'. (5)
9. Define "Contract of pledge" (5)
10. Distinguish between sub-agent and substitute-agent. (5)
11. Explain the concept of Partnership at will. (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)
