

Name:

Enrolment No:



**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**  
**Online End Semester Examination, May 2021**

**Course: Law of Contract II**

**Program: B.Tech.LL.B. (CL+IPR)**

**Course Code: CLCC1004**

**Semester: IV**

**Time 03 hrs.**

**Max. Marks: 100**

**SECTION A**

- 1. Each Question carries 5 Marks. Attempt all.**
- 2. Instructions: Read all questions carefully and write short answers on the followings:**

S. No.	Question	CO
Q 1	Define contract of guarantee.	CO1
Q2	Describe any 2 circumstances in which a partnership firm may be dissolved by the court.	CO1
Q3	Define a Contract of Bailment.	CO1
Q4	What is Partnership property? What all are things included in it?	CO1
Q5	What are the remedies available to the seller and the buyer in a case of breach contract under Sale of Goods Act?	CO2
Q6	Explain in brief various rights of bailor.	CO2

**SECTION B**

- 1. Each question will carry 10 marks. Attempt all.**
- 2. Instruction: Analyze the given statements and answer the questions that follow.**

Q 7	B and C, two partners in a firm, admitted M, a minor, to the benefits of the firm. What would be the rights and liabilities of M in respect of the acts of B and C in relation to the firm's business?	CO2
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Q 8	Explain the doctrine of Holding out with the help of relevant legal provisions.	<b>CO2</b>
Q 9	What is a contract of Agency? What are the different modes of Creation of an Agency.	<b>CO3</b>
Q 10	Every partner is liable jointly with other partners and also severally for all the acts of the firm done while he is a partner. Explain the implied authority of partner along with restrictions.	<b>CO3</b>
Q 11	Define pledge and discuss how a pledge is different from Bailment and Pledge by Hypothecation.	<b>CO4</b>

**Section C**

- 1. Question carries 20 Marks. Attempt both questions**
- 2. Instruction: Write your answers with support of legal provisions.**

Q12	<p>1) A, B and C, owners of different mini buses to avoid unhealthy competition, entered into an agreement to ply their buses on the permitted routes in Delhi, and to divide the proceeds equally. It was also agreed that the maintenance of the buses and the expenditure in running them will be met by them jointly, but all the parties shall be at the liberty to make appointments and removals of the conductors and drivers individually.</p> <p>Discuss whether a partnership exists between A, B and C with the help of relevant provisions and decided case laws, also explain the mode of determining the existence of partnership</p> <p>2) Caveat emptor is a Latin phrase that means “let the buyer beware.” The phrase describes the concept in contract law that places the burden of due diligence on the buyer of a good or service. Caveat emptor is a fundamental principle in commerce and contractual relationships between a buyer and a seller. Explain the concept of caveat emptor in a contract of Sale of Goods. Support your answer with legal provisions.</p>	<b>CO4</b>
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