


Name:			
Enrolment No:			
<b>UPES</b> <b>End Semester Examination, May 2023</b>			
<b>Course: Law of Contract II</b> <b>Program: B.A.LL.B/B.Com.LL.B/BB.A.LL.B/LL.B</b> <b>Course Code: CLCC1004</b>		<b>Semester: II</b> <b>Time: 03 hrs.</b> <b>Max. Marks: 100</b>	
<b>Instructions: Attempt all the questions.</b>			
<b>SECTION A</b> <b>(5Qx2M=10Marks)</b>			
S. No.		<b>Marks</b>	<b>CO</b>
Q 1	Differentiate between Pledge and Bailment	2	CO 1
Q 2	Define ‘Document of title to goods’.	2	CO 1
Q 3	Differentiate between sale and agreement to sell.	2	CO 1
Q 4	Define <i>delegatus non potest delegare</i> .	2	CO 1
Q 5	Define “Doctrine of holding out”.	2	CO 1
<b>SECTION B</b> <b>(4Qx5M= 20 Marks)</b>			
Q 6	Discuss ‘time’ as the essence of the contract. Support your answer with the help of case laws.	5	CO 2
Q 7	Explain the ‘Doctrine of Relation Back’ under the Indian Contract Act, 1872.	5	CO 2
Q 8	With the help of relevant provisions and case laws, discuss the duties and rights of bailee.	5	CO 2
Q 9	Discuss various modes of Dissolution of the Partnership firm.	5	CO 2
<b>SECTION-C</b> <b>(2Qx10M=20 Marks)</b>			
Q 10	a) As between co-sureties, there is equality of burden and benefit. Comment. (5 marks) b) “A surety is undoubtedly and not unjustly the object of some favour both at law and at equity.” Illustrate with the help of relevant provisions and case laws. (5 marks)	10	CO 3

Q 11	<p>The general rule of ‘Caveat emptor’ (i.e., buyer beware) with many exceptions provided in the Sale of Good Act, 1930, has now practically been replaced by the rule of ‘Caveat venditor’ (i.e., seller beware). Examine the statement with the help of statutory provisions and decided case laws.</p>	10	CO 3
<b>SECTION-D</b> <b>(2Qx25M=50 Marks)</b>			
Q 12	<p>In the year 2018, A and B started the consultancy firm for ‘capacity building’ for corporates under the name ‘AB LIFE COACHING’. The firm with the joint financial contribution of both A and B purchased a property at a prominent place in the city of Delhi measuring 1000 Sq Ft in terms of area. Since the partners wanted to first see the growth and then go for the formal registration of the firm it was only at the end of 2019, that the firm applied for registration in December. Unfortunately, due to COVID-19, the firm suffered huge losses from the beginning of January 2020. In the meantime, in the month of February 2020, Mr. A died due to COVID-19. Also, till the death of Mr. A, the firm could not be registered owing to a high number of COVID-19 cases. After his death, the LRs of Mr. A want to file a suit in the court of law pertaining to various issues as listed below. Kindly advise as per the appropriate legal provisions and rules declared by the Courts.</p> <p>a) LRs want to claim the partition of the 1000 sq ft property which was purchased by the joint contribution of both A and B.</p> <p>b) LRs want to claim the right to the name of ‘AB LIFE COACHING’.</p> <p>c) LRs want to sue the third party who had availed the services of ‘AB LIFE COACHING’ and the payment is still due.</p>	25	CO 4
Q 13	<p>Pratik, a solicitor, having a partnership firm has entrusted all his work to his junior who was appointed in firm six years back and Pratik rarely attended to the firm himself. The junior induced a client to sign a conveyance of his property under the impression that it was merely a power of attorney. Later the junior sold the property and absconded with the money. The client sues Pratik. Justify with apt provisions-</p> <p>a. Explain the relationship of Pratik and junior and their roles towards each other? (15 Marks)</p> <p>b. Can the client case be tenable in the court of law on the basis of which provisions of law (10 Marks)</p>	25	CO 4