

**Course Code 2.6 - LL-12 - Law of Contract-II**

Time : Three Hours



Max. Marks : 80

- Notes :
1. Attempt **eight** questions in all including Q. 1 which is compulsory.
  2. All Questions Carry equal marks.
  3. Indicate Appropriate Q. No. while answering.

**1.** Choose the appropriate alternative.

- i) In contract of Bailment, the person who deliver goods is called as:
  - a) Bailee
  - b) Balor
  - c) Biller
  - d) None of the above
- ii) In pledge bailor is called.
  - a) Pawnor
  - b) Pawnee
  - c) Both
  - d) None of above
- iii) In contract of guarantee the person at whose place guarantee given is called.
  - a) Surety
  - b) Surety holder
  - c) Principal debtor
  - d) None of above
- iv) A continuing guarantee may at any time be revoked by the surety as to future transaction by giving notice to:
  - a) Creditor
  - b) Principal debtor
  - c) Without giving any notice
  - d) None of the above
- v) The contract of insurance is a.
  - a) Contract of Guarantee
  - b) Contract of Indemnity
  - c) Contract of Bailment
  - d) None of above
- vi) The person acting employed by under the control of original agent in the business of the agency is called as.
  - a) Assistant Agent
  - b) Associate Agent
  - c) Sub-agent
  - d) None of above
- vii) A principal is responsible for all the acts of his agent which is called as.
  - a) Vicarious liability
  - b) Original liability
  - c) Strict liability
  - d) None of these
- viii) A partnership firm is.
  - a) A distinct legal entity from its partners
  - b) Not a distinct legal entity from its partners
  - c) A juristic person
  - d) None of these
- ix) A Hindu undivided family is entitled to enter into an agreement of partnership with.
  - a) Another joint Hindu family
  - b) Another partnership firm
  - c) An individual
  - d) None of above

- x) Under the sale of Goods Act, 1930 existing goods are classified as:
- |                        |                      |
|------------------------|----------------------|
| a) Specified Goods     | b) Ascertained Goods |
| c) Unascertained Goods | d) All of the above  |

2. Write short notes on **any two** of the following.

- a) Co-Surety.
- b) Pledge.
- c) Rights and duties of Agent
- d) Registration of Firm.

3. When is the Agency terminated? When is it irrevocable by the principal?

4. Describe analytically the rights available to the surety against principal debtor, the creditor and the co-sureties.

5. Explain the rights of a bailor and bailee.

6. Who is called as Finder of goods. Examine critically the rights and duties of Finder of goods.

7. Explain rule of 'Caveat Emptor with its exceptions.

8. Distinguish between sale and agreement to sell.

9. Discuss modes of determining the existence of partnership.

10. What do you understand by implied condition and implied warranties?

11. Define 'Contract of Indemnity'. Discuss rights of Indemnity holder.

12. Discuss the remedies available for Breach of Contract.

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