

- N.B. : (1) Cite case laws wherever **necessary**.
 (2) **Figures** to the **right** indicate marks assigned to each question.

1. Write in **not more than two** sentences – 20
 - (a) Quote the difference between Indian Law and English Law about Contract of Indemnity in relation to Act of God.
 - (b) Define "Goods" as provided under Sale of Goods Act, 1930.
 - (c) What is the conclusive test of partnership ?
 - (d) Can Creditor sue only Surety without filing a suit against Principal Debtor ? Give reasons.
 - (e) When the goods are said to be in a deliverable state ?
 - (f) Under what situation, partner in a partnership firm becomes "former partner" without giving notice to other partners ?
 - (g) What is the consideration for creating an agency ?
 - (h) State the implied condition when sale by sample takes place.
 - (i) What is the role of Dormant Partner in a partnership firm ?
 - (j) Can Bailee file a suit against Bailor if Bailor refuses to pay reasonable expenses incurred by Bailee in preserving non-perishable goods bailed to him ? Give reasons and quote Right of Bailee in the instant case.
2. Write short notes any **four** :- 20
 - (a) General Lien and Particular Lien
 - (b) Sale under Trade Name and Patent
 - (c) Agency by Ratification
 - (d) Duties of a Partner
 - (e) C.I.F. and F.O.B. Contracts
 - (f) Relation of partners inter-se and with third parties.
3. Solve any **two** :- 12
 - (a) **A**, a partner in partnership firm had been in adultery with other partner's wife.
 - (i) Can the partnership business continue ? Give reasons
 - (ii) On what grounds, if any, can Court Order dissolution of firm ?
 - (b) **A** orders from **B** specific articles of China. **B** sends these articles to **A** in hamper with other articles of China which had not been ordered.
 - (i) Can Buyer refuse to accept the goods ? If so, on what grounds ?
 - (ii) What action seller should take so that Buyer can accept such goods ?
 - (c) **A**, a Principal Debtor, at the time of taking loan from a bank executed an agreement of hypothecation of goods in favour of the said Bank and **B** stood as Surety for the loan granted by the Bank to **A**. **A** failed to repay the loan when due. Bank sued **A** and **B** to recover the amount of loan. Due to negligence of Bank **A** had disposed off hypothecated goods.
 - (i) Does **B** have any remedy against **A** ? If so, explain.
 - (ii) Does **B** stands discharged towards the Bank ? Give reasons.
4. Attempt any **four** :- 48
 - (a) Discuss in detail Contract of Bailment with rights and duties of a Bailee. If there is an addition to the goods bailed, who can claim the addition to such goods ? Why ?
 - (b) Discuss the remedies available to Seller and Buyer for Breach of Contract by both of them.
 - (c) Quote rules regarding transfer of property from seller to buyer under Sale of Goods Act, 1930.
 - (d) Discuss provisions for Registration of Partnership Firms under Indian Partnership Act, 1932. What is the object of such registration ? Can unregistered partnership firm file another suit after registration of partnership firm against the same third party on the same causes of action without the permission of the Honourable Court ? Give reasons for your answer.
 - (e) Discuss in detail Law of Agency with special reference to termination of agency.
 - (f) What do you mean by Partnership ? State provisions about retirement of a partner and his liabilities.