

- 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) Why pledge is called as a special kind of Bailment ?
  - (b) How will you account for repealed sec 76 to 123 of Indian Contract Act, 1872 ?
  - (c) When a buyer is said to be insolvent ?
  - (d) "For dissolution of a partnership firm, such firm must be registered" – Do you agree ? Quote provision under Indian Partnership Act, 1932 with exceptions, if any.
  - (e) What do you mean by "qui facit per alium facit per se" ?
  - (f) What is the difference between a contract of sale and a contract of Work and Labour ?
  - (g) What is the mode of determining existence of partnership ?
  - (h) What is the effect of pretended bidding ?
  - (i) Does constructive notice to acting partner binds the partnership firm ? Give reasons for your answer.
  - (j) Who is Wharfinger ?
2. Write short notes (any **four**) :- 20
  - (a) Hire Purchase Agreement
  - (b) Liability of Indemnifier
  - (c) Property of Partnership Firm
  - (d) Liability of the Seller under Law of Torts
  - (e) Del Credere Agent
  - (f) Liability of Retired Partner.
3. Solve any **two** :- 12
  - (a) J and W were working as solicitors in partnership firm. The plaintiff gave £ 1,300 to them for investment on a specified security. Afterwards, without the knowledge of J, the plaintiff gave another sum of £ 1,700 to W on his representation that it would be invested on some other security. J died and both sums were misappropriated by W.
    - (i) Is J's estate liable ? If so, to what extent ? Give reasons for your answer.
    - (ii) Cite the case law on which above problem is based upon.
  - (b) Respondents a Government Undertaking purchased some "levy sugar" from petitioner under a statute requiring compulsory sale of sugar at certain rates. Respondent had been paying against the deliveries of sugar for sometime and then if unilaterally changed the procedure of payment for the sugar purchased. Under new procedure there was considerable delay in payment after delivery of sugar. There was no agreement regarding time of delivery or payment. Petitioner Filed Writ Petition in Hon'ble High Court.
    - (i) Was Respondent justified in adopting different procedure for payment of delivery of sugar ? Give reasons.
    - (ii) If Petitioner approaches you, what legal points you will raise before Honourable High Court ?
  - (c) Bank allowed the cinema projector and accessories to remain with a person who obtained loan from Bank. That person sold the same to third person.
    - (i) What type of delivery is involved here ?
    - (ii) Can the sale of cinema projector and accessories to third person is absolute ? Give reasons for your answer.
4. Attempt any **four** :- 48
  - (a) Discuss various ways by which partnership firm is dissolved.
  - (b) What do you mean by Agency ? Discuss various types of Agents with their functions.
  - (c) Discuss provisions under sale of Goods Act, 1930 for transfer of property in goods.
  - (d) Discuss in detail contract of Bailment. What are the rights and duties of Bailee ? How contract of Bailment differs from contract of pledge ?
  - (e) Discuss in detail "Doctrine of Caveat Emptor" with its exceptions. Does this Doctrine holds good today ? Express your opinion.
  - (f) Explain provisions under Indian Partnership Act, 1932 for relations between partners in partnership firm inter-se and third persons.

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