

22/11/19
BLS

Time: 3 Hours

Marks: 100

N.B. : (1) All questions are compulsory.

(2) Figures of the right indicate marks.

(3) Give reasons/ Case laws wherever necessary.

Q.1 Answer in 1-2 sentences (2 Marks each):-

20 marks

1. How is a person introduced as a partner in a firm?
2. How is 'goodwill' sold after dissolution of a firm?
3. Define 'Bailment' as per Indian Contracts Act, 1872.
4. What is the effect of notice to 'acting' partner?
5. What is 'Continuing guarantee'? Explain with illustration.
6. When does a Pawnee have a right of retainer?
7. 'Sale by sample' as provided under Sale of Goods Act, 1930?
8. 'Part delivery' under Sale of Goods Act, 1930.
9. Define 'Agent' and 'Sub-agent'.
10. "Document of title to goods".

Q. 2 Write Short Notes on any 4 of the following. (5 Marks each)

20 marks

1. Bailor's duties to goods bailed.
2. Revocation of authority of an agent.
3. Retirement of a Partner and his liabilities.
4. Dissolution of a firm by the Court.
5. Rights of an "Unpaid Seller".
6. Sale by auction.

Q. 3 Solve any 2 out of the following 3 (6 Marks each)

12 Marks

1. Dev directs Hira to sell Dev's estate. Hira on looking over the estate before selling it, finds a mine on the estate which is unknown to Dev. Hira informs Dev that he himself wishes to buy the estate, but conceals discovery of the mine. Dev allows Hira to buy, in ignorance of the mine there on the estate.
 - (i) What is the relationship between Dev and Hira?
 - (ii) What is the remedy available to Dev after he discovers the fact that Hira knew about the existence of mine at the time of buying the estate?

2. There was a contract for the Sale of a parcel of 500 bags of rice. Unknown to the seller 50 bags were stolen at the time of the contract. The seller delivered the rest of the bags, but the buyer refused to take them. The seller then brought an action for the price.
 - (i) Is the buyer liable to take or pay for the goods in the above case? Give reasons.
 - (ii) What kind of contract is the above? Why?

3. The owner of a cotton -mill entered into partnership with two others. The business was carried on at his mill. The value of the assets of the mill was credited to his capital account and he was allowed interest on it. The mill was enlarged and improved by the firm and also new buildings were erected on the land acquired by the firm.
 - (i) The mill becomes whose property?
 - (ii) What provisions of The Indian Partnership Act, 1932 governs the above case?

Q. 4 Answer any 4 out of the following 6 (12 Marks each) :-

48 Marks

1. Who is 'surety' and 'co-surety'? Elucidate the rights and duties of Co- sureties with illustrations.
2. What is 'Pledge' or 'pawn'? What are the rights and duties of a pawnee ?
3. Explain the Doctrine of Caveat Emptor and its exceptions with examples.
4. Discuss the rights, liabilities and disabilities of a minor in a Partnership.
5. Discuss the following with illustrations:
 - (1) Provisions of expulsion of Partners
 - (2) Effects of Insolvency of Partners
6. What is meant by 'condition' and 'warranty'? Discuss the important points of distinction between the two terms.

30/5/19.

Time: 3 Hrs

Marks: 100

- N.B. :** (1) All questions are compulsory.
(2) Figures of the right indicate marks.
(3) Give reasons/ Case laws wherever necessary.

Q.1 Answer in 1-2 sentences (2 Marks each):-

20 marks

1. Define 'agent' and 'principal' as per ICA, 1872.
2. What is suretyship or 'contract of guarantee'?
3. Who is called as 'pawnor' and who is 'pawnee'.
4. 'Future Goods' as defined under Sale of Goods Act, 1930.
5. Sale by description.
6. What is meant by -Goods must be ascertained.
7. Effect of repudiation of contract before due date.
8. "Partnership" as given under Partnership Act, 1932.
9. What is meant by "act of a firm"?
10. How can a partner be expelled?

Q.2 Short Note on any 4 out of the following 6 (5 Marks each)

20 marks

- (i) Invalid guarantees.
- (ii) Rules governing Revocation of agent's authority.
- (iii) Write note on : 'Pretended Agent'.
- (iv) Effects of Passing of property under Sale of Goods Act, 1930
- (v) Delivery of wrong quantity under Sale of Goods Act, 1930.
- (vi) Partnership at will.

Q. 3 Solve any 2 out of the following 3 (6 Marks each)

12 Marks

- (i) Monu & Sonu makes joint and several promissory note to Ram to pay X amount. Monu makes it, in fact as a surety for Sonu. When the note is made, this fact is known to Ram. Later Ram sues Monu upon the note to pay the X amount.
- (i) What is the effect on rights of Ram in the given situation?
- (ii) Legal term for Monu & Sonu as under ICA, 1872.
- (iii) Principle on which above situation is based?

2. A sells X quantity of silk yarn to B, and sends him Railway Receipt. When A is still unpaid, he comes to know that B has become insolvent. When the goods are still in transit, B assigns the Railway receipt to C for cash. C is unaware of B's insolvency.

- (i) Can A stop the goods in transit?
- (ii) Principle on which above situational problem is based?

3. Mann & Co. is registered as a partnership firm in 2004, with M, N and O as partners. In 2005, M dies. In 2006, N & O sue A in the name and on behalf of Mann & Co. without fresh registration.

- (i) Is the above suit against X maintainable?
- (ii) What difference would it make if a new partner P is added in 2006, and then A is sued without fresh registration?

Q. 4 Answer any 4 out of the following 6 (12 Marks each) :-

48 Marks

- (i) Elucidate Agent's duties to Principal with suitable illustrations.
- (ii) Define 'Bailee' and explain his liabilities with examples.
- (iii) Who is Unpaid Seller? Does he have any rights in respect of goods as laid in Sale of Goods Act, 1930?
- (iv) Explain the rules governing "delivery of goods"?
- (v) What are the rights and liabilities of an outgoing partner?
- (vi) Discuss the various ways by which a Partnership firm may be dissolved.
