

Roll No. ....

**9628**

**LL.B (Hons.) 5 Year Course 6th  
Semester and LL. B. (Hons.) 3  
Year Course 2nd Sem (New  
Scheme) Examination—May, 2017**

**SPECIAL CONTRACT**

**Paper : 601**

**Time : 3 hours**

**Max. Marks : 80**

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Before answering the questions, candidates should ensure that they have been supplied the correct and complete question paper. No complaint in this regard will be entertained after the examination.

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**Note :** Attempt **four** questions from Unit I to IV, selecting at least **one** question from each Unit. These questions shall carry 14 marks each. Unit-V is **compulsory** and each question in this section shall carry 3 marks.

**UNIT - I**

1. What do you mean by indemnity ? Explain the differences between indemnity and guarantee. (14)

9628-2300-(P-4)(Q-9)(17)

(1)

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2. (a) Whether the liability of surety is co-extensive with that of principal debtor. Discuss it with case law. (7)
- (b) A sells and delivers goods to B; C afterwards requests A to forbear to sue B for the debt for a year and promises that if he does so, C will pay for them in default of payment by B. A agrees to forbear. Is it sufficient guarantee given by C to A. Give reasons for your answer. (7)

#### UNIT - II

3. Goods can be pledged by the owner only except in certain circumstances. State the circumstances in which goods can be pledged by a non-owner? (14)
4. State the duties of an agent towards his principal? (14)

#### UNIT - III

5. (a) Explain the definition of the term 'partnership'. (7)
- (b) A brings his horse and B his tonga and they ply it and divide the income everyday. Are they partners? (7)

8628-2300-(P-4)(Q-8)(17) (2)

6. (a) Discuss the minor's status in partnership firm. (7)
- (b) What do you mean by doctrine of "Holding Out" ? (7)

#### UNIT - IV

7. Is the registration of a firm necessary ? What are the advantages of registration of firm ? (14)
8. Who is unpaid seller ? Explain the various rights of unpaid seller ? (14)

#### UNIT - V (Compulsory)

9. Answer briefly the following : (8 × 3 = 24)
- (i) What is partnership at will ?
- (ii) Differentiate between sale and agreement to sell.
- (iii) What is compulsory dissolution of a firm ?
- (iv) Is the variation in condition made by the principal debtor and creditor without the surety's consent discharges surety's liability ?

- (v) What do you mean by continuing guarantee ?
  - (vi) B owes to C a debt guaranteed by A. The debt becomes payable. C does not sue B for a year after the debt has become payable. Is A discharged from suretyship or not ?
  - (g) Whether the prior registration of firm is necessary for suing the third party by firm ?
  - (h) What are implied conditions under sale by sample ?
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