

Roll No.
SAP ID



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, July 2020
Open Book – Through Blackboard Learning Management System

Course: Law of Contract II Course Code: CLCC1004 Semester: II
Programme: B.ALL.B.(Hons) B2 BBA.LL.B. (Hons.) B3

Time: 03 hrs.

Max. Marks: 100

Instructions:

As this examination is in open-book format, the students are expected to demonstrate a very high degree of Academic Integrity and not copy contents from resources referred. Instructors would look for understanding of the concept by the students and any similarity found from resources online/ offline shall be penalized in terms of deduction of marks and even cancellation of paper in requisite cases. The online examination committee of the School would also look for similarity of two answer scripts and if answer scripts of two or more students are found similar, both the answer scripts shall be treated as copied and lead to cancellation of the paper. In view of the aforesaid points, the students are warned that they should desist from using any unfair means.

All Questions are Compulsory
Answer each question in not more than 500 words

S. No.		Marks	CO
1	The relation of Partnership arises from contract and not from status". The existence of a "contract" <i>is sine qua non</i> of the relationship of Partnership. Thus it is the element of agreement that distinguishes a partnership from other organizations like Joint Hindu Family, Co-ownership and a company. In the light of above statement, distinguish between: (a) Partnership and a Joint Hindu Family. (b) Partnership and Co-ownership.	20	2
Ans.			
2	In a partnership firm, Vaibhav, Vastu and Rajveer were partners in a firm. After a few years, Vaibhav and Vastu were adjudged insolvent by the competent court of law. Explain the effect of this situation on the existence of the partnership firm, with reference to the Indian Partnership Act. Support your answer with legal provision.	20	3
Ans.			
3	If Arun wants to buy a car from Alisha, he is responsible for gathering the necessary information to make an informed purchase. He should ask her how many miles it has on it, whether any major components need to be replaced, whether it's been serviced regularly and so on. If he simply buys the car for the asking price and makes little or no effort to assess its true value, and the car subsequently breaks down, Alisha is not liable for damages. Which legal principle supports the above illustration? Also, state the exceptions to this rule. Answer in light of the Sales of Goods Act.	20	4

Ans.			
4	<p>“Section 30 of the Indian Partnership Act, clearly lays down that a minor cannot become a partner, though, with the consent of the adult partners, he may be <i>admitted to the benefits of a partnership.</i>”</p> <p>(a) Explain the reason why a minor cannot become a partner. Also explain the rights of a minor admitted to the benefits of a partnership.</p> <p>(b) When is such a minor given an option to elect to become a member or not, what are its conditions?</p>	20	1
Ans.			
5	<p>The owner of a car delivered it for repairs. The repairer carried out no repairs but instead kept using the car until it crashed. He then sold the car in the damaged state to an innocent buyer for a nominal price. The buyer got the car repaired at his own expenditure.</p> <p>(a) Is it a valid sale? If not, why? Support your answer with relevant legal provision.</p> <p>(b) Are there any exceptions to the rule of <i>nemo dat quod non habet</i>?</p>	20	4
Ans.			

I,, understand that submitting work that isn't my own may result in failure in this paper and I may also be subject to Disciplinary Proceedings as per the Academic Integrity policy of the University.

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