


Name:			
Enrolment No:			
UNIVERSITY OF PETROLEUM AND ENERGY STUDIES End Semester Examination, May 2022			
Course: Law of Contracts II Semester: IV Program: B TECH(CSE)LLB(CL/IPR) Course Code: CLCC2014		Time : 03 hrs. Max. Marks: 100	
Instructions:			
SECTION A (5Qx2M=10Marks)			
S. No.	Attempt all questions. All questions carry equal marks.	Marks	CO
Q 1	Define partnership at will?	2	CO1
Q 2	Define time as essence of Contract?	2	CO1
Q 3	Differentiate between agent and independent contractor?	2	CO1
Q 4	Define Continuing Guarantee under Indian Contract Act, 1872?	2	CO1
Q5	Differentiate between contract of sale and contract of hire purchase.	2	CO1
SECTION B (4Qx5M= 20 Marks)			
Each Question will carry 5 Marks Instruction: Answer all the questions. Support your answers with relevant legal provisions and case laws (if any)			
Q 6	Discuss the law relating to substitution of agency?	5	CO2
Q 7	Discuss various ways for discharge of surety?	5	CO2
Q 8	Discuss the remedies available to an Unpaid seller?	5	CO2
Q 9	<i>'nemo dat quod non habet'</i> . Discuss the maxim with the help of case laws?	5	CO2
SECTION-C (2Qx10M=20 Marks)			
1. Each Question will carry 10 Marks Instruction: Answer all the questions. Support your answers with relevant legal provisions and case laws (if any)			
Q 10	Discuss the grounds for Compulsory Dissolution of partnership firm by the Court?	10	CO3

Q 11	Discuss the Doctrine of Holding Out. Support your answer with the help of case laws.	10	CO3
SECTION-D (2Qx25M=50 Marks)			
	1. Each Question will carry 25 Marks Instruction: Answer all the questions. Support your answers with relevant legal provisions and case laws (if any)		
Q 12	<p>Mr. A was the owner of a reputed Art gallery in Australia having expertise in German impressionist Art. Mr. B another Art Gallery owner based in Spain notices one painting in the catalogue of Mr. A which was said to be made by the famous German Impressionist Mr. Von Gogh. Mr. B contacted Mr. A for the purchase of above said painting. Mr. A specifically informed Mr. B that he does not specialize in German impressionist Art. Accordingly, Mr. B sent his own expert to examine the painting who without further inquiry purchased the same on behalf of Mr. B for \$5000. Subsequently the painting was found to be forged one. Accordingly, Mr. B demanded the repayment of the entire sale amount.</p> <p>Discuss the liability of Mr. A in the light of above said facts. Support your answer with the help of case laws?</p>	25	CO4
Q 13	<p>Mr. A, a Minor was added in the partnership firm while he was a minor in the year 2010. Later, the firm entered into a contract with Mr. C in the year 2015 for a particular venture of real estate construction for which Mr. C and the partnership firm jointly obtained a loan of Rs. 50 lacs from HDFC Bank. Unfortunately, due to Government policies in the year 2016 the partnership firm had to suffer huge losses in its real estate venture which was in collaboration with Mr. C. Mr. C could not bear the losses and became ill subsequently he died in 2017. Meanwhile Mr. A in the year 2018 after attaining majority agreed to continue as partner.</p> <p>In the year 2020 HDFC Bank sued the partnership firm including Mr. A for the loan it had given to the Partnership firm and Mr. C jointly. Mr. A resisted the demand on the ground that at the time of transaction he was minor and thus he could not have been made liable.</p> <p>Discuss the law relating to Minor as a partner in a partnership firm and decide the liability of Mr. A in the present case. Support your answer with the help of case laws?</p>	25	CO4