

SUBJECT : CONTRACT - II

Day : Wednesday
Date : 31/10/2018

W-2018-1463

Time : 10.00 AM TO 01.00 PM
Max. Marks : 80

N. B.:

- 1) Attempt **ANY SIX** questions including **Q. No. 1** which is **COMPULSORY**.
 - 2) **Q. No. 1** carries **20** marks and all other questions carry **12** marks each.
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Q. 1 Write short notes on **ANY FOUR** of the following:

- a) Del credere Agent
- b) Rights of indemnity holder
- c) Future goods
- d) Discharge of Surety
- e) Noting
- f) Outgoing partners

Q. 2 Liability of the surety is co-extensive with that of the principal debtor, however a surety may limit or restrict his liability by contract. Explain.

Q. 3 Define Bailment and Pledge. Enumerate the points of distinction between bailment and pledge.

Q. 4 'Delegation by an appointed agent is prohibited under the maxim delegatus non potest delegare'. Explain the maxim and state its exceptions.

Q. 5 Discuss the rights and liabilities of the buyer under the Sale of Goods Act.

Q. 6 Dishonour of a cheque for want of funds is an offence under the Negotiable Instruments Act. Explain with the help of latest case laws.

Q. 7 Define Promissory Note and Bill of Exchange. Explain their essential features and distinguish between the two.

Q. 8 Discuss the provisions as to dissolution of a partnership firm under the Indian Partnership Act.

Q. 9 Discuss the rights and obligations of the Hirer under the Hire Purchase Act.

Q.10 'A Condition is a stipulation essential to the main purpose of the contract'. Elucidate

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