

Reg. No. :

Name :

**Third Semester B.A.LL.B./B.B.A.LL.B/B.Com. LL.B (Five Year Integrated)
Degree Examination, October 2024**

Paper V : SPECIAL CONTRACTS

(2011–2019 Admission)

Time : 3 Hours

Max. Marks : 80

PART – A

Answer any **five** of the following not exceeding **50** words each. Each question carries **2** marks.

1. Contract of Indemnity
2. Rules Relating to Commencement of Liability in Indemnity.
3. Rights of Surety against Creditor in a Contract of Guarantee.
4. Types of Bailments.
5. Difference Between Conditions and Warranties.
6. Exceptions to *Nemo dat quod non habet*.
7. Partnership and Hindu Undivided Family.
8. Who may be an Agent?

(5 × 2 = 10 Marks)

P.T.O.

PART – B

Answer any **four** of the following not exceeding **120** words each. Each question carries **4** marks.

1. Discuss the various rights of the Indemnity Holder.
2. Explain the difference between Indemnity and Warranties.
3. What are the different types of Guarantees?
4. Discuss the essentials of a Valid Contract of Bailment.
5. What are the various Implied Conditions as mentioned in the Sale of Goods Act.
6. Discuss the essential elements of Partnership.

(4 × 4 = 16 Marks)

PART – C

Answer any **four** of the following. Each question carries **6** marks.

1. Thomas owes to Anoop a debt guaranteed by Rameez. The debt becomes payable. Anoop does not sue Thomas for a year after the debt has become payable. What is the effect of this non-payment on the surety? – Discuss.
2. Manu bails 10 Liters of Coconut oil to Sabu. Sabu, without the consent of Manu, mixes the oil with his own coconut oil, which is of low quality and keeps it together. What right is vested with Manu in this case?
3. Tom not being authorized thereto by Sathyan, demands, on behalf of Sathyan, the delivery of Satyan's bike from Arun, who is in possession of it. Whether the said act can be ratified by Sathyan – Explain.
4. Mr. X, the buyer, wrongfully neglects or refuses to accept and pay for the goods. Whether the seller is entitled to have any remedy? – Explain with the help of statutory provisions.
5. Mr. Z is a partner of a Partnership Firm. He is in charge of the purchase of goods on behalf of the Firm. One day, he committed fraud while purchasing the goods for his own benefit. Whether the firm is liable for such acts of Mr.Z?

(4 × 6 = 24 Marks)

PART – D

Answer any **three** of the following. Each question carries **10** marks.

1. What do you mean by Bailment? Explain in detail the Rights of Bailor and Bailee.
2. Who is a Buyer? Discuss the various rights and duties of a Buyer as per the Sale of Goods Act.
3. Discuss the concept of the right to lien under the sale of goods act 1930. Also explain its different types, nature, and the conditions for exercising this right with reference to relevant sections and decided cases.
4. What do you mean by Contract of Agency? Explain the various modes of its creation.
5. Who can be a partner in a Partnership Firm? Explain the various rights available to a partner as the provisions of Partnership Act.

(3 × 10 = 30 Marks)