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**PRESIDENCY UNIVERSITY
BENGALURU**

**SCHOOL OF LAW
END TERM EXAMINATION - JUN 2023**

Semester : Semester II - 2022

Course Code : LAW2025

Course Name : Sem II - LAW2025 - Law of Contracts-II

Program : BAL,BBL&BCL

Date : 12-JUN-2023

Time : 1.00PM - 4.00PM

Max Marks : 100

Weightage : 50%

Instructions:

- (i) Read all questions carefully and answer accordingly.
 - (ii) Scientific and non-programmable calculator are permitted.
 - (iii) Do not write any information on the question paper other than Roll Number.
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ANSWER ALL THE QUESTIONS

(10 X 10 = 100M)

1. Explain:
 - a. Right of lien of a bailee
 - b. Right of a surety against a co-surety

(CO5,CO4,CO3,CO2,CO1) [Comprehension]
2. What are duties of a bailee as per Indian Contract Act, 1872?

(CO2,CO5,CO4,CO3,CO1) [Comprehension]
3. 'A' policeman, thinking that the driver of an omnibus was drunk, ordered him to discontinue driving, the omnibus being then only a quarter of a mile from its destination. The driver and the conductor authorised a person standing nearby to drive the omnibus home. That person drove the omnibus negligently and injured a boy. The boy claims damages from the owners of the omnibus. Are the owners liable?

(CO4,CO5,CO3,CO2,CO1) [Application]
4. Mr A sold the goods worth of Rs 5 lakhs to Mr B on credit for which the payment was due on 12/May/2023. Mr B paid 1 lakh to Mr A on 12/May and Mr A made a part delivery of the goods. Later on, despite various reminders, Mr B didn't make any further payment. Mr A exercised his Right to Lien. On 2 June Mr A got a better offer for the goods that remained with him, Can he re-sale the goods? Help Mr A by elaborating his right of re-sale under Sale of Goods Act.

(CO2,CO3,CO1,CO4,CO5) [Application]
5. When a person finds the goods of the other, he is imposed with certain duties and the finder of the goods is treated as a bailee. Elaborate upon the legal position of a finder of goods under Indian Contract Act, 1872.

(CO1,CO2,CO3,CO4,CO5) [Comprehension]

6. Registration of a Partnership Firm is not mandatory as such but it provides various rights and privileges when compared to the partners of an unregistered firm, Elaborate your opinion on the same.
(CO5,CO4,CO3,CO2,CO1) [Comprehension]
7. Mr X sold goods worth 1 lakh to Mr Y on 24/ May/2023 . The goods were dispatched for delivery on 1/June/2023. On 3/June/2023 Mr Y was adjudicated insolvent by a competent court. The goods have yet not reached Mr Y. Advise Mr Y by elaborating his right of stoppage in transit while explaining the essence of the right, duration of transit and how to exercise the right.
(CO1,CO2,CO3,CO5,CO4) [Application]
8. Answer the following:
a) Distinguish between sale and agreement to sale.
b) Define condition and warranty in relation to contract of sale of goods?
(CO5,CO4,CO3,CO2,CO1) [Comprehension]
9. Write a short note on the following;
a. Right of subrogation of a surety
b. Right to redeem of a Pawnee
c. Difference between pawnee`s right to retain and bailee`s right to lien
d. Termination of Bailment
e. The stipulation as to time of payment is condition or warranty
(CO1,CO2,CO3,CO4,CO5) [Comprehension]
10. a. When can a condition in a contract of sale be treated as warranty?
b. Explain bailee's duty to take reasonable care.
(CO5,CO4,CO3,CO2,CO1) [Comprehension]