Your Roll No. .............

LL.B. / III Term

Paper LB-304—Special Contract (Partnership sale of goods)

Time: 3 Hours
Maximum Marks: 100

(Write your Roll No. on the top immediately on receipt of this question paper.)

Note:—Answers may be written either in English or in Hindi; but the same medium should be used throughout the paper.

1. Attempt any two of the following:

   (a) Ratification & Revocation of an authority in agency.

   (b) Distinction between a partnership and a limited liability partnership

P.T.O.
2. (a) Post Cox V Hickman (1860) HLC 268 has added a new dimension of the concept of partnership by agreeing that "sharing of profit is only a prima face evidence of existence of partnership while conclusive test is that of muthate agency. Comment."

(b) A advanced Rs. 20,000/- to the firm of X & Y. Both X and Y agreed to carry on business subject to control of A on payment of commission of 5% out of profit. Is ‘A’ a partner in the firm, explain with case law?

3. (a) Generally a person who is not a partner in the firm can not be made liable for an act of the firm. Discuss with case law when the liability of non partner may arises a partner.

(b) ‘A’ + ‘B’ were partners in a furniture firm. ‘B’ retired and ‘A’ continued to carry on business in firm’s name. ‘A’ places an order for furniture with X an a letter head containing the names of ‘A’ & ‘B’ as partners on it can X succeed to bring a suit against ‘B’ for the price of furniture supplied to ‘A’ on credit?

(c) कोई व्यक्ति जो फर्म में भागीदार नहीं है उसे फर्म के कृत्यों हेतु दायित्वाधीन नहीं निर्णय बिधि के लाभ निर्णय के लाभ भागीदार का दायित्व भागीदार के स के कब उपमूल् होता है?

(d) ‘A’+ ‘B’ किसी फर्मची शाखा में भागीदार थे. B निर्विचार हो गया तथा A ने फर्म के नाम में कारोबार करना जारी रखा. A ने फर्म के नैदेशौक्तर पर, जिस पर A तथा B का भागीदार के रूप में नाम था, X को फर्मची शाखा हेतु आर्द्र दिया. जब X उद्धार पर A का सप्ताह किए गए फर्मची शाखा के मूल्य हेतु B के विश्वास बाद लेने में सफल हो सकता है?

P.T.O.
4. Write notes on any two of the following
   (a) Position of Minor under the Partnership Act, 1932.
   (b) Effect of non registration of a Partnership firm.
   (c) Statutory Transactions.
   (d) Mode of settlement of Accounts between partners.

5. (a) Define ‘Sale’ under sale of goods Act, 1930.
   (b) Discuss concept of Goods under the Act. whether the following are goods if yes give reasons.
      (i) Electricity
      (ii) Old coins.
      (iii) Timber

6. (a) Explain with case law that the goods are of qualities but not fit for the purpose.
   (b) Discuss the doctrine of caveat Emptor is there any exception to it state in brief if any.
      (c) निर्णय विधि के साथ स्पष्ट कीजिए कि माल गुणवत्ता का है किन्तु इस प्रयोजन के लिए उपयुक्त नहीं है।
      (ख) ‘कृत्य साहाय्य रूप’ के विधान का विवेचन कीजिए क्या उक्त विधान का कोई अपवाद है, यदि कोई है तो रीति में उल्लेख कीजिए।

7. (a) What do you mean by the doctrine of ‘Nemo dat quod non habet’.
   (b) How a good title of the goods sold by a person other than legal owner can be transferred to the purchaser, explain with illustrations.
8. Write notes on any two of the following refer case law to justify your answer:

(a) Rules Relating to Delivery of goods

(b) Distinction between ‘sale’ & Hire purchase agreement

(c) Unpaid seller & his rights.

(d) Implied condition & warranties.

निम्नलिखित में से किन्हीं दो पर टिप्पणी लिखिए। अपने उत्तर का ओपिल्यू ठहराने के लिए निर्णय विधि को निर्दिष्ट कीजिए:

(क) माल-परिदान सम्बन्धी निर्माणवती।

(ख) विक्रय और क्रिया-क्रय प्रणाली

(ग) अदालत विक्रेता तथा उसके अधिकार।

(घ) अन्त:निर्दिष्ट शतें और चालितें।

(1000)