



# SPECIAL CONTRACT

**AtArani Law Academy**

## **SYLLABUS**

1. The Indian Contract Act, 1872: Relevant Sections relating to Guarantee, Indemnity, Bailment and Agency.
2. The Indian Partnership Act, 1932.
3. The Sale of Goods Act, 1930.

## **PREVIOUS YEAR QUESTION PAPERS**

**Special Contract  
Fourth Paper  
Full Marks – 80**

**Year of Examination 2024**

*Answer any five Questions*

1. a) Define contract of indemnity.[3]  
b) Explain continuing guarantee and revocation of continuing guarantee.[3]  
c) Write on ways in which a surety may be discharged from his liability. [10]
2. a) Write a note on duties of bailee.[8]  
b) Write a note on rights of bailee.[8]
3. a) Explain ingredients of contract of bailment with the help of statutory provisions and decided case laws.[6]  
b) Define 'Pawnee'. What are the rights of a Pawnee"?[10]
4. a) Explain essentials of valid ratification.[8]  
b) Write down circumstances when the agent becomes personally bound. [8]
5. Discuss test for determining existence of partnership' with the help of legal provisions and decided case laws.[16]
6. a) Explain the statement 'partnership not created by status'. [8]  
b) Explain the statement 'particular partnership'. [8]





7. Write a note on 'minors admitted to the benefits of partnership with the help of legal provisions and judicial decisions.[16]
8. Explain Doctrine of holding out' with the help of legal provisions and judicial decisions.[16]
9. Discuss essential features of a 'contract of sale with the help of legal provisions and decided case laws.[16]
10. Discuss distinction between condition and warranty with the help of legal provisions and decided case laws.[16]

### Year of Examination 2023

*Answer any five Questions*

1. a) Define continuing guarantee.[5]  
b) Discuss the [provision relating to revocation of continuing guarantee.[5]  
c) Distinguish between indemnity and guarantee. [6]
2. a) Describe rights and duties of bailor towards bailee. [8]  
b)Mention the various kinds of lien.[4]  
c) Distinguish between a general lien and a particular lien. [4]
3. a) What do you mean by agent and principal under the law of contact? [5]  
b) Discuss the extent of agent authority. [5]  
c) Write a short note on revocation of agency. [6]
4. a) When is a seller of goods deemed to be an unpaid seller?[6]  
b) Enumerate the different rights of an unpaid seller. [10]
5. a) Explain the maxim "Delegatus non Potest Delegare" – in the light of contract of agency. Is there any exception to the rule? [8]  
b) Who is Del Credere agent?[4]  
c) What is the difference between agent and servant? [4]
6. a) Define partnership. What are the essentials of a partnership firm? [8]  
b) Whether registration of a firm is compulsory? What are the disadvantages of non registered firms? [8]
7. a) Distinguish between sale and agreement to sell. [8]  
b) Distinguish between condition and warranty. [8]
8. a) What is the dissolution of the firm. [4]  
b) What are the modes of dissolution of a partnership firm? [6]  
c) Discuss the circumstances where the court can order dissolution of a partnership firm. [6]
9. a) Explain the contract of indemnity with an illustration. What are the rights of an indemnity holder when sued? [4+6]  
b) When does the liability of an indemnifier commence? Is a contract of insurance covered by a contract of indemnity? [3+3]





10. Write short notes on any four of the following: [4x4]

1. a) Caveat Emptor.
2. b) Partnership-at-will.
3. c) Agency by ratification .
4. d) Hire purchase agreement.
5. e) Bailment for reward.
6. f) Right of surety against the principal debtor.

## Year of Examination 2022

*Answer any five Questions*

1. 'A' contracts to indemnify 'B' against the consequences of any proceedings which 'C' may take against 'B' in respect of a sum of Rs. 8,000. Explain this with the help of relevant case laws. [16]
2. Define and explain 'Contract of Guarantee'. Explain how Contract of Indemnity is different from Contract of Guarantee with the help of relevant illustrations. [16]
3. What is Pledge? How does it differ from bailment? discuss the rights of pledge in regard to the property pledged. [16]
4. Explain the expression 'Agent' and 'principal'. What are the salient features of the Agency? What are the different kinds of Agent? [16]
5. Can a 'minor' be admitted as a partner of a firm? If so can he subsequently ratify or revoke such partnership? describe the rights and liabilities of such a partner. [16]
6. Discuss the mutual rights and liabilities of partners inter se. [16]
7. What are the essential elements of partnership? distinguish partnership from company. [16]
8. Distinguish between 'sale' and 'agreement to sell'. What do you understand about the term 'Condition'? When condition is treated to be warranty under Sale of Goods Act, 1930? [16]
9. Who is an Unpaid Seller? discuss in detail the rights of an unpaid seller against the goods. [16]
10. Write short notes on any four: [4x4]
  - a) Contract of Bailment.
  - b) Liability of Surety.
  - c) Doctrine of Caveat Emptor.
  - d) Partnership firm.
  - e) Doctrine of Holding Out.



AtArani Law  
Academy

**ADMISSIONS OPEN NOW!**

**JOIN OUR SEMESTER BATCHES**

✓NOTES | ✓SUGGESTIONS | ✓MOCK TESTS



**8100426311**

CONTACT HERE  
FOR ADMISSION



**JOIN US ON**



**+91 81004 26311**

CONTACT HERE FOR ADMISSION



## Year of Examination 2021

*Answer any five Questions*

1. 'X' contracts to indemnify 'Y' against the consequences of any proceedings which 'Z' may take against 'Y' in respect of a sum of Rs. 8000/-. Explain this with the help of relevant cases. [16]
2. Define and explain 'Contract of Guarantee'. Explain how the Contract of Indemnity is different from Contract of Guarantee. [16]
3. What is pledge? How does it differ from Bailment? Discuss the rights of pledge in regard to the property pledged. [16]
4. Explain the expressions 'Agent' and 'Principal'. What are the salient features of the Agency? What are the different kinds of Agents? [16]
5. Can a 'minor' be admitted as a partner of a firm? If so, can he subsequently ratify or revoke such partnership? Describe the rights and liabilities of such a partner. [16]
6. Discuss the mutual rights and liabilities of partners. [16]
7. What are the essential elements of partnership? Distinguish partnership from company. [16]
8. Distinguish between 'sale' and 'agreement to sell'. What do you understand about the term 'Condition'? When is Condition treated to be Warranty under Sale of Goods Act, 1930? [16]
9. Who is an Unpaid Seller? discuss in detail the rights of an Unpaid Seller against the goods. [16]
10. Write short notes on any four: [4×4]
  - a) Contract of Bailment.
  - b) Liability of Surety.
  - c) Doctrine of Caveat Emptor.
  - d) Partnership Firm.
  - e) Doctrine of Holding Out.

## Year of Examination 2019

*Answer any five question:*

1. a) Define continuing guarantee and discuss the provisions relating to revocation of continuing guarantee. [10]
  - b) Distinguish between indemnity and guarantee. [6]
2. a) Define Bailment and pledge and explain the duties of bailee. [6]
  - b) Distinguish between general lien and particular lien and state who are entitled to general lien. [6]
  - c) 'A' leaves a cow in the custody of 'B' to be taken care of. The cow has a calf. Who is entitled to the calf? Give a reason. [4]
3. a) In what ways can an agency be created? [4]
  - b) What are the different ways an agency can be terminated? [8]
  - c) Can an agent delegate his authority? [4]





4. a) What are the rights of a surety against the principal debtor and against co-sureties? [10]  
b) State the circumstances under which a surety is discharged from liability.[6]
5. a) When is a seller of goods deemed to be an unpaid seller?[4]  
b) Enumerate the different rights of an unpaid seller.[8]  
c) Distinguish between the right of lien and right of stoppage in transit.[4]
6. a) 'Delivery of goods may be actual, symbolic or constructive'. - Discuss.[6]  
b) State the rules as to delivery.[10]
7. a) Discuss the legal position of a minor in a partnership firm.[6]  
b) State the rights of a partner.[10]
8. a) Define partnership. What are the essentials of a partnership firm? [10]  
b) Whether registration of a firm is compulsory? [6]
9. a) What is the dissolution of a firm? What are the modes of dissolution of a partnership firm?[10]  
b) Discuss the circumstances in which the court can order dissolution of a partnership firm.[6]
10. Write short notes on any four of the following: [4×4]  
a) Gratuitous Bailment  
b) Partnership by holding out  
c) Sub-agent  
d) Auction sale  
e) Rule of caveat emptor  
f) Del Credere agent

### Year of Examination 2018

Answer any five questions

1. Define contract of Indemnity, Contract of Guarantee and distinguish between them. [3+3+10]
2. a) Discuss the rights of the Indemnity holder.[8]  
b) State the circumstances in which a surety is discharged from liability.[8]
3. a) What are the right duties and liabilities of a bailor in a bailment?[10]  
b) When is the bailor not responsible for loss, destruction or deterioration of such goods? [6]
4. a) What is Pledge? What is Lien? [3+3]  
b) Explain different types of lien. [10]
5. a) State the difference between sub-agent and substituted agent.[6]  
b) Describe the various modes by which an agency may be terminated.[10]
6. a) State briefly the duties of an agent to his Principal.[8]  
b) State the effect of death, insanity and insolvency of the Principal and agent on a contract of agency.[8]
7. a) Is it necessary for a Partnership Firm to get registered?[6]  
b) Discuss the effects of non-registration of a Firm.[10]







8. a) Can partnership be revoked?[6]  
b) Discuss the rights and duties of a partner. [10]
9. Who is an unpaid seller? Discuss his rights. [4+12]
10. Write short notes on any four of the following : [4x4]
- a) Caveat Emptor.
  - b) Position of minor in Partnership.
  - c) Rights of Finder of goods.
  - d) Misrepresentation of Fraud Agent.
  - e) Co-Sureties.
  - f) Auction Sale.
  - g) Agency by Estoppel.

### Year of Examination 2017

*Answer any five questions*

1. a) Explain contract of indemnity with an illustration. What are the rights of the indemnity holder when sued?[4+6]  
b) When does the liability of an Indemnifier commence? Is a contract of insurance covered by a contract of indemnity? [3+3]
2. State the rights of surety against:
  - a) The creditor.[4]
  - b) The principal debtor.[6]
  - c) The co-sureties.[6]
3. a) Define Bailment. What are the essentials of a Bailment.[3+3]  
b) Discuss duties of the bailee in a Bailment. [10]
4. a) What is Pledge? What is Lien. [3+3]  
b) Explain different types of Lien.[10]
5. a) Define "Agent" and "Principal". Is consideration necessary for creation of an Agency?[4+2]  
b) Discuss in brief the various ways in which the relationship of agency. [10]
6. a) Who is a Del- Credere Agent?[4]  
b) State the difference between 'Sub agent' and 'Substituted agent'.  
c) Explain authority of agent in case of emergency.[8]
7. a) Define Partnership. Discuss the true test of Partnership. [4+4]  
b) Discuss the rights of a partner.[8]
8. a) What is the Partnership Deed? What is Partnership at will? Is registration compulsory for a partnership firm?[4+3+3]  
b) Mention any six acts falling within the implied authority of a partner.[6]
9. Explain NEMO DAT QUOD NON HABET and discuss briefly the exceptions, if any.[6+10]
10. Write a note on Caveat Emptor, along with its exceptions.[16]





## Year of Examination 2016

*Answer any five questions*

1. Define Contract of indemnity, Contract of Guarantee and distinguish between them.

[3+3+10]

2. a) Discuss the rights of the Indemnity holder. [8]

b) State the circumstances in which a surety is discharged from liability.[8]

3. a) Discuss the duties of a Bailee. [8]

b) Distinguish between Bailment and Pledge.[8]

4. a) Discuss in brief the various ways in which the relationship of Agency arises.[8]

b) What are the requisites of a valid Ratification. [8]

5. a) Define 'Bailment', 'Bailor' and 'Bailee'. [4]

b) What should be the standard of care that must be taken by a bailee in respect of bailed goods? [4]

c) What is the effect of mixture without bailor's consent, when the goods cannot be separated? 4

d) Explain 'Bailee's particular lien'. [4]

6. a) Distinguish between 'sale' and 'Agreement to sell'. [6]

b) Discuss any five exceptions to the maxim NEMO DAT QUOD NON HABET.[10]

7. Who is an Unpaid seller? Discuss his rights. [4+12]

8. a) Explain 'True test of Partnership'. [6]

b) Discuss the rights of a partner. 10

9. a) What is a Partnership Deed and what are its contents? [4]

b) Mention any six acts not falling within the implied authority of a partner. [6]

c) When can a partner be expelled? [6]

10. Write short notes on any four of the following: [4x4]

a) Continuing Guarantee.

b) Pledge.

c) Rights of Finder of goods.

d) Agency by estoppels.

e) Caveat Emptor.

f) Position of minor in partnership.



AtArani Law  
Academy

ADMISSIONS OPEN NOW!

**JOIN OUR SEMESTER BATCHES**

✓NOTES | ✓SUGGESTIONS | ✓MOCK TESTS



**8100426311**

CONTACT HERE  
FOR ADMISSION



**JOIN US ON**



**+91 81004 26311**

CONTACT HERE FOR ADMISSION



## Year of Examination 2015

*Answer any five questions.*

1. a) Explain the Contract of Indemnity with all illustrations. What are the rights of an indemnity holder when sued? [4+6]  
b) When does the liability of an indemnifier commence? Is a contract of insurance covered by a contract of indemnity? [3+3]
2. State the rights of surety against the
  - a) Creditor. [4]
  - b) Principal debtor. [6]
  - c) Co-sureties. [6]
3. a) Define Bailment. What are the essentials of bailment? [3+3]  
b) Discuss the duties of the bailee in a bailment. [10]
4. a) What is Pledge? What is Lien? [3+3]  
b) Explain different types of Lien. [10]
5. a) What is meant by 'Agent' and 'Principal' under the Indian Contract Act? Discuss the extent of the Agent's authority. [6+4]  
b) Write a note on Revocation of Agency. [6]
6. a) Define Partnership. Discuss the true test of partnership. [2+4]  
b) Discuss the rights of a partner. [10]
7. a) What is a Partnership deed? What is Partnership at will? Is registration compulsory for a partnership firm? [4+3+3]  
b) Mention any six acts not falling within the implied authority of the partner. [6]
8. a) Distinguish between Sale and Agreement to Sale. [6]  
b) Explain CAVEAT EMPTOR, stating exceptions if any. [10]
9. Explain NEMO DAT QUOD NON HABET, and discuss briefly the exceptions if any. [16]
10. Write short notes on any four of the following: [4 x 4]
  - a) Co-sureties.
  - b) Gratuitous bailment.
  - c) Sub-agent.
  - d) Position of minor in Partnership.
  - e) Unpaid seller.
  - f) Auction sale.

## Year of Examination 2014

*Answer any five questions:*

1. a) Define Contract of Guarantee and discuss when the surety becomes liable under the contract. [6]  
b) What are the points of similarities as well as dissimilarities between a Contract of Indemnity and a Contract of Guarantee? [10]
2. a) Define "Continuing Guarantee" with the help of an illustration. How can it be revoked? [6]  
b) State the circumstances in which a surety is discharged from liability. [10]







3. a) Define 'Bailment', 'Bailor' and 'Bailee'. What should be the standard of care that must be taken by a bailee in respect of bailed goods?[6]  
b) What is the effect of a mixture of bailed goods made without the bailor's consent?[5]  
c) What is Bailee's particular lien? [5]
4. a) Define "Agent", "Sub-Agent" and "Principal". Who may be an agent and what is the extent of the agent's authority?[10]  
b) What is Ratification? What is the effect of Ratification? How can a ratification be made? [6]
5. a) Distinguish "Sale" and "Agreement to Sell". [8]  
b) Write a note on Caveat Emptor, along with its exceptions.[8]
6. a) Explain: "Nemo Dat Quod Non Habet". Mention five exceptions to it. [8]  
b) Define the Unpaid seller and discuss his rights. [8]
7. a) What is the distinguishing feature of Partnership that establishes the existence of the relationship of Partnership?[6]  
b) Write down at least five important mutual rights and five important mutual duties of partner's in a Firm.[5]  
c) Can a partner avoid his liability to contribute to the loss of the firm, if there is any? Discuss. [5]
8. a) What is the position of Minor as against a Firm as per the Indian Partnership Act? Discuss.[8]  
b) If after attaining majority, the minor beneficiary fails to inform the firm about his intentions, What would be the consequences?[8]
9. a) Is it necessary for a Partnership Firm to get registered?[6]  
b) Discuss the effects of non-registration of a Firm.[10]
10. Write Short notes on any four from the following: 4x4
  1. a)Pledge.
  2. b)Rights of Finder of Goods.
  - d) Misrepresentation or Fraud by Agent.
  - e) Condition and Warranty.
  - f) Partnership-at-will.
  - g) Joint and Several liability of Partners.

### Year of Examination 2013

*Answer any five question*

1. a) Explain contract of indemnity with an illustration. What are the rights of an indemnity holder when sued? [4+6]  
b) When does the liability of an indemnifier commence? Is a contract of insurance covered by a contract of indemnity? [3+3]
2. State the right of surety against;
  - a) The creditor[4]
  - b) The principal debtor.[6]
  - c) The co-sureties.[6]





3. a) Define bailment. What are the essentials of bailment ?[3+3]  
b) Discuss the duties of the bailee in a bailment.[10]
4. a) What is pledge ? What is lien ? [3+3]  
b) Explain different types of lien. [10]
5. a) Define 'Agent' and 'Principal'. Is consideration necessary for creation of an agency.[4+2]  
b) Discuss in brief the various ways in which the relationship of agency.[10]
6. a) who is a 'Del Credere agent'?[4]  
b) State the differences between 'sub agent' and substituted agent.[4]  
c) Explain authority of the agent in case of emergency. [8]
7. a) Define partnership. Discuss the test of partnership.[2+4]  
b) Discuss the rights of a partner. [10]
8. a) What is the partnership deed ? What is partnership at will? Is registration compulsory for a partnership firm ? [4+3+3]  
b) Mention any six acts falling within the implied authority of a partner. [6]
9. a) Distinguish between sale and agreement to sell. [6]  
b) Discuss the rights of an unpaid seller over the goods.[10]
10. Write short notes on any four of the following : [4X4]
  - a) Continuing guarantee.
  - b) Sub agent.
  - c) Classification of bailment.
  - d) Agency by estoppels.
  - e) Unpaid Seller.
  - f) Joint & Several Liability of a Partner.
  - g) Particular partnership.
  - h) Auction Sale.

WE OFFER CLASSES REGARDING



**+91 81004 26311** CONTACT HERE FOR ADMISSION

**ENROLL  
NOW!**

