



SPECIAL CONTRACT

AtArani Law Academy

SYLLABUS

1. **Indemnity:** Definition, Implied indemnity, rights of indemnity holder, rights of indemnifier.
2. **Guarantee:** Definition, essentials, continuing guarantee, rights of surety against the creditor, principal debtor and co-surety, Surety's liability, Discharge of surety, Distinction between Indemnity and guarantee.
3. **Bailment:** Definition, Kinds, Rights and duties of bailor and bailee.
4. **Pledge:** Definition, Pledge by non-owners, Distinction between bailment and pledge.
5. **Contract of Agency:** Definition, Distinction between agent and servant, Agency by ratification, Sub-agent, Substituted agent.
6. **Agent:** Rights and duties of agent, Personal liability, notice to agent is notice to principal, Termination of agency, irrevocable agency.
7. **Sale of goods:** Definition of sale and agreement to sell, Conditions and warranties, Sale by non-owners CIF, FOB, Ex-ship contract, Sale by auction, Rules relating to passing of property in goods, Rights of unpaid seller.





8. Partnership: Definition, Distinction between partnership and co-partnership, Joint Hindu Family, Limited Company, Test to determine partnership, Registration of firm, Rights and duties of partners, Minor and partnership, Reconstitution of firm, Dissolution of the firm.

9. Limited Liability Partnership: Meaning, features and benefits of forming limited liability partnership, Disadvantages of limited liability partnership, Differences between limited liability partnership and traditional partnership firm, Differences between limited liability partnership and Company.

The above issues are to be studied with special reference to the Indian Contract Act, 1872, Indian Partnership Act, 1932, and Limited Liability Partnership Act, 2008 and relevant case laws on the subject.

WE OFFER CLASSES REGARDING



8100426311

CONTACT HERE
FOR ADMISSION

**ENROLL
NOW!**



PREVIOUS YEAR QUESTION PAPERS

Full Marks - 80

2025 | Special Contract

Answer any five Questions

1. (a) Define Contract of Guarantee and discuss when the Surety becomes liable under the Contract. [8]
(b) When does the liability of an indemnifier commence? Is Contract of insurance covered by the Contract of indemnity? [8]
2. State the rights of Surety against: [8+8]
(a) The Creditor;
(b) The Principal Debtor, Or the Co-Sureties.
3. (a) Define 'Bailment', 'Bailor' and 'Bailee'. What should the standard of care that must be taken by a bailee in respect of bailed goods? [8]
(b) What is the effect of mixture of bailed goods made without the bailor consent? [8]
4. (a) Define 'Agent' & 'Principal'. Is the consideration necessary for creation of an agency? [8]
(b) Explain different types of 'Lien'. [8]
5. Explain the rights and duties of a pawnor and a pawnee under a contract of pledge. Support your answer with relevant legal provisions and case laws. [16]
6. Explain the law relating to minor's position in a partnership. Can a minor be admitted as a full partner? What are the rights and liabilities of a minor admitted to the benefits of partnership? [16]

Page | 3

7. A, B and C are partners in a firm. 'A' makes a secret profit from a transaction related to the firm business. 'B' and 'C' come to know of this and demand that amount to be handed over to the firm. Decide. [16]
8. Discuss the various implied conditions and warranties in a Contract of Sale. How do they safeguard the interest of the buyer? Illustrate your answer with relevant sections and case laws. [16]
9. Discuss the rights and duties of "Unpaid Seller" under the Sale of Goods Act, 1930. Differentiate between the rights of lien, rights of stoppage in transit and rights of resale. [16]
10. Write short notes on any four of the following: [4×4]
 - (a) Caveat Emptor
 - (b) Continuing Guarantee
 - (c) Unpaid Seller
 - (d) Particular Partnership
 - (e) Auction Sale
 - (f) Agreement to Sell.
 - (g) Nautre
 - (h) Executory

WE OFFER CLASSES REGARDING



8100426311

CONTACT HERE
FOR ADMISSION

**ENROLL
NOW!**



2024 | Special Contract

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 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]

Page | 5

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]

2023 | Special Contract

Answer any five Questions

- 1.(a) Define continuing guarantee.
(b) Discuss the provision relating to revocation of continuing guarantee.
(c) Distinguish between indemnity and guarantee. [5+5+6]
- 2.(a) Describe rights and duties of bailor towards bailee. [8]
(b) Mention the various kinds of lien. Distinguish between a general lien and a particular lien. [4+4]
- 3.(a) What do you mean by agent and principal under the law of contract? [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]

Page | 6



(c) What is the different between agent and servant? [4]

6.(a) Define partnership. What are the essential 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 dissolution of 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 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 contract of insurance covered by contract of indemnity? [3+3]

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

(a) Caveat Emptor.

(b) Agency by ratification

(c) Bailment for reward

(d) Partnership-at-will.

(e) Hire purchase agreement.

(f) Right of surety against principal debtor.



2022 | Special Contract

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 Agency? What are the different kinds of Agent? [16]
5. Can a 'minor' be admitted as partner of firm? If so can he subsequently ratify or revoke such partnership? describe the rights and liabilities of such 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 by the term 'Condition'? When condition is treated to be warranty under Sale of Goods Act, 1930? [16]

9. Who is 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.

2021 | Special Contract

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 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 expression 'Agent' and 'Principal'. What are the salient features of Agency? What are the different kinds of Agents? [16]



5. Can a 'minor' be admitted as partner of firm? If so, can be subsequently ratify or revoke such partnership? Describe the right and liabilities of such 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 by the term 'Condition'? When is Condition treated to be Warranty under Sale of Goods Act, 1930? [16]

9. Who is 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.

WE OFFER CLASSES REGARDING



8100426311

CONTACT HERE
FOR ADMISSION

**ENROLL
NOW!**



2019 | Special Contract

Answer any five Questions

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 reason. [4]
3. (a) In what ways an agency can be created? [4]
(b) What are the different ways an agency can be terminated? [4]
(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?
(b) State the circumstances under which a surety is discharged from liability. [10+6]
5. (a) When is a seller of goods deemed to be 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 Partnership Firm? [10]

(b) Whether registration of a firm is compulsory? [6]

9. (a) What is dissolution of a firm? What are the modes of dissolution of a Partnership Firm?

(b) Discuss the circumstances in which the court can order dissolution of Partnership Firm. [10+6]

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

(a) Gratuitous Bailment.

(b) Partnership by holding out.

(c) Sub-agent.

(d) Auction Sale.

(e) Rule of Caveat Emptor.

(f) Del Credere Agent.

2018 | Special Contract

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 distinguished 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 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 Substitutes Agent. [6]

(b) Describe the various modes by which an agency may be terminates. [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 a partnership be revoked? [6]

(b) Discuss the rights and duties of a partner. [10]

9. Who is an Unpaid Seller? Discuss the 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.

WE OFFER CLASSES REGARDING



AtArani Law
Academy



8100426311

CONTACT HERE
FOR ADMISSION

**ENROLL
NOW!**



2017 | Special Contract

Answer any five Questions

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 contract of insurance covered by contract of indemnity? [3+3]
2. State the right of surety against. [4+6+6]
(a) The Creditor.
(b) The Principal Debtor.
(c) The Co-Sureties.
3. (a) Define Bailment. What are the essentials of 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) What is a 'Del-Credere Agent'? [4]
(b) State the difference between 'Sub agent' and 'Substituted agent'. [4]
(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 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]

2016 | Special Contract

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.
(b) What are the requisites of a valid Ratification? [8+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 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 Estoppel.
(e) Caveat Emptor.
(f) Position of Minor in Partnership.

2015 | Special Contract

Answer any five Questions

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 Contract of Insurance covered by Contract of indemnity? [3+3]
2. State the rights of Surety against the [4+6+6]
(a) Creditor.
(b) Principal Debtor.
(c) Co-sureties.
3. (a) Define Bailment. What are the essentials of Bailment? [3+3]
(b) Discuss the duties of the Bailer 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 Agents authority. [6+4]
(b) Write a note on Revocation of Agency. [6]
6. (a) Define Partnership. Discuss the true of Partnership. [2+4]
(b) Discuss the rights of a Partner. [10]
7. (a) What is 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 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: [4x4]
(a) Co-sureties.
(b) Gratuitous Bailment.
(c) Sub-agent.
(d) Position of minor in Partnership.
(e) Unpaid Seller.
(f) Auction Sale.



AtArani Law
Academy

WE OFFER CLASSES REGARDING



8100426311

CONTACT HERE
FOR ADMISSION

**ENROLL
NOW!**



JOIN US ON

