BALLB-303

Roll No......................

SCHOOL OF LAW
HAMDARD INSTITUTE OF LEGAL STUDIES & RESEARCH (HILSR)
JAMIA HAMDARD, NEW DELHI - 110062
B.A.LL.B IIIrd Semester Examination, 2024
Mercantile Law

Time: 3 Hours

Maximum Marks: 60

Write your Roll No. on the top immediately on receipt of this question paper. Attempt five questions selecting one from each unit. All questions carry equal marks.

UNIT-I

1. How does a hire purchase agreement differ from a sale of goods contract, and what are the legal implications of each for buyers and sellers? Cite relevant provisions and case laws.

(12 Marks)

Or

2. Which of the following can be a subject matter of Contract of Sale: (4 Marks each)
   (a) Electricity
   (b) Timber trees
   (c) Steam gas

   Support your answer citing relevant provisions of Sale of Goods Act, 1930 and case laws.

(12 Marks)

UNIT-II

3. In a contract for purchase of trunks of certain Oak trees, the buyer had to mark the portions he wanted and the seller was to cut off the rejected portions and then deliver the trunks to the buyer. The buyer selected the portions he wanted and before the selected portions were separated by seller, the seller became insolvent. The buyer himself got the rejected portions severed and carried away the trunks for which he had already paid. The assignees of the insolvent seller sued the buyer for conversion. Will they succeed? Support your answer by relevant provisions and case laws.

(12 Marks)

Or

4. Under what circumstances can a seller be held liable for delivering goods of inferior quality? What would happen if the buyer purchases the goods by a certain trade name? Explain the remedies available to buyers in such situations.

(12 Marks)

UNIT-III

5. Explain the maxim "Nemo dat quod non habet" with reference to the Sale of Goods Act, 1930. What are the exceptions to this general rule related to transfer of movable property under Indian legal framework?

(12 Marks)

Or

6. Discuss the rights and duties of an unpaid seller under the Sale of Goods Act, 1930. Enumerate the circumstances under which an unpaid seller exercising his right of lien can sell off the goods to realise his payment.

(12 Marks)

UNIT-IV

7. (a) What is the extent and scope of implied authority of a Partner?
(b) A cooperative bank advanced loan to 'X'. One of the partners in a firm executed instrument on behalf of his firm guaranteeing the repayment of the loan. The principal debtor having failed to repay, the bank brought an action against all the partners of the firm contending that the surety bond executed by one of the partners of firm could make all the partners of the concerned firm liable. Decide.

(6 + 6 = 12 Marks)

Or

8. Whether sharing of profits is conclusive evidence of partnership? Discuss in light of relevant statutory provisions of Indian Partnership Act, 1932 and relevant case laws.

(12 Marks)

UNIT-V

9. Write short notes on the following: (4 Marks each)
(a) Outgoing Partners
(b) Dissolution of partnership by court
(c) Incoming Partners

(12 Marks)

Or

10. Discuss the various ways in which a partner may retire. How does the retirement from partnership affects the rights and liabilities of such partner?

(12 Marks)