



Chhatrapati Shahu Ji Maharaj
University, Kanpur

Answer Script Details
Barcode 7794889

Roll No. 23086004394
Total Mark 70/100.00

Exam BACHELOR-O_AUGUST-2024
Subject LLB202 - SPECIAL CONTRACT

Question wise Mark Summary

Q.No Mark Q.No Mark Q.No Mark Q.No Mark

1A 3/4 9 0/15

1B 3/4

1C 3/4

1D 3/4

1E 3/4

1F 3/4

1G 3/4

1H 3/4

1I 3/4

1J 3/4

2 12/15

3 13/15

4 0/15

5 0/15

6 0/15

7 8/15

8 7/15

Chhatrapati Shahu Ji Maharaj University Kanpur, Uttar Pradesh

PART-I

Date of Exam : 03/08/24, Shift : J, Room No. : P2
 Paper Code : LLB. 202, Subject: Contract, Year/Sem : II
 Name of Candidate : ASHRUTI SRIVASTAVA
 Roll No. : 23086004394

Signature of Candidate : *Ashruti*
 Signature of Investigator : *[Signature]*
 COE Facsimile : *[Signature]*

PART-II

MARKS OBTAINED											
Q.	1	2	3	4	5	6	7	8	9	10	
(a)											
(b)											
(c)											
(d)											
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(i)											
(j)											
Total											
Total Marks in Figures									Max. Marks		
Total Marks in Words											



LLB202
Paper Code

Signature of Evaluator

PART-III

Course : LL.B.
 Session : 2023-24, Year/Semester : II
 Subject Name : Special Contract
 Medium : English Hindi
 Paper Code : LLB202
 Exam Date : 03082024
 Name of Candidate : ASHRUTI SRIVASTAVA
 Father's Name : SURENDRASRIVASTAVA

कॉलेज का कोड
College Code

एग्जाम सेंटर का कोड
Exam Centre Code

K N O S					K N O S				
A	A	0	0	0	A	A	0	0	0
E	B	1	1	1	E	B	1	1	1
F	D	2	2	2	F	D	2	2	2
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●	K	4	4	4	●	K	4	4	4
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R	M	6	6	6	R	M	6	6	6
S	●	7	7	7	S	●	7	7	7
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W					W				


एग्जाम का प्रकार
Type of Exam

Regular Ex-Student
 Private Ex-Student
 Back Paper Exam

ANSWER BOOKLET NO.

7794889

LLB202
Paper Code



PART-IV

Enrolment Number : C S J M A 2 0 0 0 0 0 3 8 7 8 9
 Candidate's Roll Number : 23086004394
 Paper Code : LLB202

23086004394										LLB202									
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9	9	9	9	9	9	9	9	9	●	9	9	9	9	9	9	9	9	9	



Ashruti
Signature of Candidate

[Signature]
Signature of Investigator

C S Facsimile

[Signature]
COE Facsimile

नोट- 1. परीक्षार्थी को निर्दिष्ट किया जाता है कि उत्तरपत्र पढ़ने से पूर्व भाग पर उचित सभी निर्देशों को सावधानी पूर्वक पढ़ें।
 2. उत्तरपत्र में भरी जाने वाली प्रतिक्रियाएँ सभी उत्तरों से शुरू की जानें। 3. गोपनीय को बाले या गोले प्रयोग से भरा जानें।

INSTRUCTION TO THE CANDIDATE FOR FILLING PART-I

1. Read the instructions carefully given on the answer script and admit card
2. Write Date of Exam, Shift, Paper Code & Name of Subject Correctly.
3. Write Name & Roll No. Correctly
4. Write Semester & Branch Correctly.

INSTRUCTION TO THE CANDIDATE FOR FILLING PART-II

1. Use blue or black ball point pen for writing alphabets & numerals in boxes.
2. Carefully study the example before you start marking.
3. As shown in the example below, blacken the circles completely.



4. Make no Stray marks on this sheet.

5. DO NOT WRITE OR MARK ON THE BAR CODE.

IN ORDER TO AVOD UFM (UNFAIR MEANS) :

1. The Roll No. and Answer Book no. found elsewhere or any other symbol found in the answer book will be treated as unfair means.
2. Any tampering of Bar Code and Booklet no shall be treated as Unfair Means.
3. Do Not bring the materials like slip of paper/mobile/digital diaries/ study material/ revision notes in examination hall. Possession of the mobiles/ digital diaries/electronic/digital/ watch and any other electronic gadget except memory less scientific calculator shall be considered as UFM case.
4. Do not keep or paste currency note in answer script it shall be consider as UFM.

अनुचित साधन से बचने हेतु :

1. उत्तर पुस्तिका के निर्दिष्ट स्थान को धीरे-धीरे अनुक्रमिक एवं उत्तरपुस्तिका का क्रमांक कभी और न लिखें तथा कोई भी चिह्न न बनायें क्योंकि यह अनुचित साधन प्रयोग की परिधि में आता है।
2. उत्तर पुस्तिका के बारकोड अथवा उत्तर पुस्तिका संख्या पर छेद लगाने पर अनुचित साधन प्रयोग माना जाएगा।
3. परीक्षा कक्ष में निम्न वस्तुएं लाया न जाएं, जैसे लिपे हुए कागज के टुकड़ों, मोबाइल, डिजिटल डायरी, डिजिटल वॉच, बॉडी, घुलक चूड़ मशी वस्तुएं जो अनुचित साधन की अवगति आती है। केवल संबंधित प्रश्नपत्र में ही केबेरी लेस साइंटिफिक कैलकुलेटर ले जाने की अनुमति होगी।
4. उत्तर पुस्तिकाओं में रुपये न रखें न ही उत्तर पुस्तिका में लिपिकायें। ऐसा करने पर अनुचित साधन प्रयोग की परिधि में आता है।

उत्तरपुस्तिकाओं की भरने की निर्देश

1. प्रश्नपत्र एवं उत्तर पुस्तिका पर दिवसे नवी निर्देशों को ध्यान से पढ़ें।
2. उत्तर पुस्तिका पर दिवसे नवी निर्देशों को ध्यान से पढ़ें।
3. उत्तर पुस्तिका के पृष्ठों पर दोहरे तारक लिखें।
4. उत्तरपत्र पर अपने अनुक्रमांक को अधिकृत रूप में लिखें।
5. उत्तरपत्र कोड एवं उत्तरपत्र ID सावधानीपूर्वक लिखें।
6. अपनी स्थिति स्पष्ट लिखें।
7. उत्तर पुस्तिका के पृष्ठों की संख्या देखें। अगर उत्तर पुस्तिका में पृष्ठ (1-24) से कम है या कटे हुए हैं, तो परीक्षा शुरू होने से पूर्व दूसरी उत्तर पुस्तिका ले लें।
8. उत्तरपत्र को देखें, यदि उत्तरपत्र के विषय कोड, विषय का नाम तथा उत्तरपत्र में कोई त्रुटि है तो उसको परीक्षा होने से 30 मिनट से आगे तक निर्देशिका को संलग्न सूचित करें, उसके बाद विश्वविद्यालय द्वारा कोई कार्य नहीं की जायेगी।
9. उत्तरों को उत्तर लिखने के लिये पेंसिल का प्रयोग न करें।
10. बी कोपी या अधिकृत टारक नहीं दिया जाएगा।

INSTRUCTION TO THE CANDIDATE

1. Read the instructions carefully given on the Question Paper, Admit Card & Answer Script.
2. Do not write anything on back side of the cover page.
3. Write on both sides of pages of answer book.
4. Do not write anything on question paper except Roll Number.
5. Write Paper Code & Question Paper Id carefully.
6. CHECK the number of pages (1-24) or any other kind of damage in your answer script, if found than change the answer script immediately before the commencement of examination.
7. CHECK the Question Paper for any kind of discrepancy e.g. Subject Code, Subject Name, and Question of the Question Paper during first THIRTY MINUTES of the commencement of the exam, so that it can be corrected in TIME. After that no corrections shall be entertained by the university.
8. Do not use pencil for answering the question.
9. Write status correctly e.g. those appearing in carry over papers should fill in status as Carry Over. Those appearing as Ex- Students should fill in status as ex.
10. No supplementary answer book & graph paper will be provided.

INSTRUCTION TO THE CANDIDATE FOR FILLING PART-IV

1. Use blue or black ball point pen for writing alphabets & numerals in Boxes.
2. Use blue or black ball point pen for filling the circles.

	1	8	1	5	4	3	2	1	6	9
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6	6	6	6	6	6	6	6	6	●	6
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Note- If your Roll No. is of 10 digits. Please leave first three columns .





Paper Code

L L B 2 0 2



1

Answer no. → 1 (a)

Contract of indemnity :- The contract of indemnity is a contract in which one person save the another person from loss caused to him by the conduct of him or any other person.

According to Sec-124 of Indian Contract Act, 1872,
"A contract in which one person saves the other person from loss caused to him by the conduct of the promisor himself or any other person."

- The person who save ✓ the another from loss or indemnity h.c. is known as Indemnifier.
- The persons whom other person saves is known as Indemnity Halder.

Essentials of Contract of Indemnity -

(i) Loss covered - the main essential is to covered a loss from the conduct of a promisor or any other person.

(ii) Purpose - the purpose of indemnity arises by the actions of third person or the person himself or the indemnifier.

Case (i) Grajanan Moweshwar v/s Moweshwar Madan.

(ii) Adamson v/s Jarvis.

⇒ It highlighted the point that the loss caused to indemnity halder must be fulfill by Indemnifier - ext.



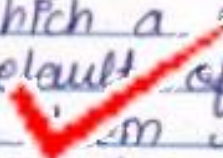
Paper Code

LLB202



2

Answer no- 1 (b)

The Contract of Guarantee is a Guarantee ~~Guarantee~~ in which a person secures another person from liabilities. If the person makes default. Sec-126 of Indian Contract Act define a contract in which a person becomes liable by the default of another person and protect him.  In liability is known as Contract of Guarantee. Sec-129 of Indian Contract Act, 1872 defines Continuing Guarantee. "A Guarantee in which series of ~~contracts~~ ^{transactions} in guarantee is known as Continuing Guarantee.

Essential of Continuing Guarantee -

- (i) Tripartite Contract : In continuing guarantee there is three person - Surety, Creditor and the Principal Debtor.
- (ii) A person who makes the contract not be of unsound mind and attain majority.
- (iii) In continuing guarantee there must be a series of transactions.
- (iv) The guarantee must not given in undue-influence, coercion and misrepresentation.



Paper Code

L L B 2 0 2



3

Answer no- 1 (C)

Sec-129 of Indian Contract Act defines the Continuing Guarantee. "A Guarantee is which series of transactions is known as Continuing Guarantee."

Continuing Guarantee may be revoked by two given conditions—

(i) By Notice : Continuing guarantee may be revoked by given notice before the whole transactions have been done. Sec-130 defines the Revocation of Continuing guarantee by giving notice to Creditor.

(ii) By Surety's death : Sec-131 of Indian Contract Act defines the Revocation of Continuing guarantee by Surety's death. If the Surety died and the transaction was not completed then the continuing guarantee revoked.

Case-(i) National State Provincial Bank v/e
Birkston.

This is a relevant case related to the guarantee of surety. Surety is liable to principal debtor until the revocation of guarantee takes place.



Paper Code

CLB 202

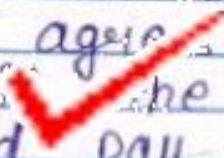


4

Answer no- 1 (d)

'Seller' is defined in section-2 of Sale of Goods Act. "A person who sells his goods or agree to sell his goods is known as seller."

The person who sell good to other person or agree to give his goods to the other person is known as seller, and the person who buy or agree to buy the goods is called Buyer. There is mutual relationship between the seller and the Buyer. Without the buyer the seller can't become seller and not to give the possession and ownership of the goods to the other.

The seller agree to sell the goods to buyer.  The buyer agrees to purchase and pay the actual payment of that particular goods. If the buyer can't pay then the seller is called as Unpaid seller. Unpaid seller is defined in sec-45 of Sale of Goods Act. Unpaid seller called so when he does not got payment or the negotiable instrument which is given is dishonour. Thus, seller is of two types Unpaid seller or Paid seller as it is clearly understand by above discussions.



Paper Code

LLB 202



5

Answer no- 1 (e)

future Goods - future goods are the goods whose identity is not present in the possession of seller yet but the identity of the goods may have under the possession of seller in future terms.

A seller sell his future goods but it is not called as sale. A seller makes an agreement to sell his future goods to the buyer and when the condition or the time come, the agreement to sell become the contract of sale and future goods convert into the Goods.

Basically sec-2 of Sale of Goods Act, 1932 defines Goods. "A goods is a movable property including stocks and share and also includes the grass and the things which grows in land and then becomes the separable part from the land."

A person can make Agreement to sell from their future goods only. He can able to sell his future goods to buyer when he agrees to become a part of Agreement to sell.



Paper Code


LLB202



6

Answer no-1 (f)

Section-4 of Sale of Goods Act, 1932 defines Sale. When a person sell his goods or agrees to sale his goods to other person then the Sale of Goods and Agreement to Sale of Goods takes place.

Generally a person  sell his goods which is present to him. In sale, no future goods is considered a part of sale. Sale is of movable property, which is basically a goods.

Essentials of Sale -

- 1) Sale is a executed process.
- 2) In sale the right to lien the goods ended.
- 3) In sale the ^{seller} ~~buyer~~ gives the ownership of goods to buyer.
- 4) In sale, there is right of lien of goods ended.
- 5) If the ^{seller} ~~buyer~~ become insolvent then the ^{seller} ~~buyer~~ has right to take the property from his agent.
- 6) In sale, if the ^{seller} ~~buyer~~ become insolvent then there is no right of seller to get back his property because it is executed already.



Paper Code

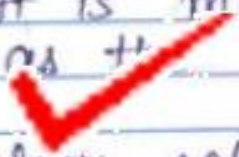
LLB202



7

Answer no- 1 (g)

Condition is defined in sec-12 of SOGA, 1932. Condition means the hard core feature of the contract by which the main element is a contract take place. To hide the condition it is effect the buyer to take the goods, because it is a materially important element.

Warranty is also defined in sec-12 of SOGA. It is secondary element of the contract. It is mandatory but not as much as  Condition.

Example A fruit seller sell his fruit and said that the fruit is fresh but when the buyer purchase he saw that it was spoil then the seller hide the main feature (Condition) of contract.

But at the same time when he said that he put the fruit in paper bag but gives in plastic box it does not effect the buyer, so it is an example of warranty because it is secondary element.



Paper Code

LLB202



8

Answer no- 1 (h)

Partnership defines in sec-4 of Indian Partnership Act, 1932. Sec-4 of Indian Partnership Act defines, "A group of one or more person agree to do a business share profits and to do a business by all or by him in behalf of all."

Essentials of Partnership Act :-

- (1) Association of two or more person.
⇒ There must be a group of two or more person. Partnership cannot done alone.
- (2) Agree to share profit :- In partnership all the partners agree to share the profit but it is not mention in partnership act that the partners shares the loss also. but in general way they share the loss too.
- (3) Business → The partners agree to do business which includes trade, occupation and profession.
- (4) Mutual Agency → In partnership all partners are liable to conduct of any one partners. So the concept of mutual agency arises. All partners are agent and principal of each other.
It is clearly noted that, partnership is not arises by status but it is arises by agreement.



Paper Code

L L B 2 0 2



9

Answer no-1 (i)

- ⊙ Pledge is defined in sec-172 in Indian Contract Act. Sec-172 says that Pledge is a kind of bailment and as a security which is given for purpose and performance of promise.
- ⊙ The bailor in contract of pledge is known as pawnor. Pawnor is a person who gives goods as security.
- ⊙ The bailee in contract of pledge is known as pawnee. Pawnee is a person who kept the goods of pawnor as security.

Who is competent for Pledge :- Pawnor and pawnee must completed the age of majority and they must not be of unsound mind.

Rights of Pawnee :-

- (i) Right to retain goods. If payment not given by pawnor.
- (ii) Right to sell / retain of goods if payment not given by pawnor.

Rights of pawnor

- (i) Right to have notice by pawnee.
- (ii) Right to take the extra sum after selling the security by pawnee.



Answer no-1(j)

- © Sec-124 of Indian Contract Act defines, "A contract in which one person saves the another from the loss caused to him by the conduct of promisor himself or any other person." is known as Contract of Indemnify."
- © "A person who saves the other from loss is known as indemnifier and the person who suffers a loss called Indemnity holder."
- © The rights of indemnity holder arises against the indemnifier. Sec-125 of Indian Contract Act defined the right of Indemnity Holder. He can take —
- (i) all cost - Indemnity holder can take has right to take all the cost from the indemnifier by the loss caused to him and if other filed suit then he is also can take to that cost from indemnifier.
 - (ii) all damages - He can take the damages related to the loss caused to him and also the damages related during the suit filed process.
 - (iii) all sums - He can take all the sum which is required to ⁱⁿ bring the suit and can take all expenses which required during that process.



Paper Code

LCB 202



11

Section- B

Answer no-(2)

Contract of Guarantee is a guarantee in which one person saves the other from their default and pay the liability of that person. Sec-126 of Indian Contract Act, 1872 defines Contract of Guarantee, Surety, Principal Debtor and Creditor. Sec-126 of Indian Contract Act defines a contract in which a person becomes liable by the default of another person and saved him from liability is known as Contract of Guarantee.

⊙ In Contract of Guarantee there are three persons, Surety, Principal Debtor and Creditor.

Who is competent to Contract of Guarantee?

The person who becomes a part of Contract of Guarantee must be of -

⊙ sound mind

⊙ Completed the age of majority.

Contract of Guarantee must be form without coercion, undue influence, fraud, and misrepresentation of facts.



Essentials of Contract of Guarantee —

There are some essential element of Contract of Guarantee.

- (1) Tri-parties in contract :- In contract of Guarantee, there must be three parties — Surety, Creditor and Principal Debtor.
- (2) Consideration :- In Contract of Guarantee there must be consideration between Creditor and Principal Debtor, and also an implied Consideration between Principal Debtor and Surety.
- (3) Security :- It is an essential ingredient of contract of guarantee in which a person secure others from liabilities.
- 4) Three Contract :- In the contract of guarantee there is three contract formed, first contract is formed between the creditor and principal Debtor, second contract is formed between principal debtor and surety and third contract form between surety and creditor.



Right of

Contract of Indemnity :- The contract of indemnity is a contract in which one person save the another person from loss caused to him by the conduct of promisor himself or any other person is known as Contract of Indemnity.

According to sec-124 of Indian Contract Act, 1872, "A contract in which one person saves the another person from loss caused to him by the conduct of promisor himself or any other person."

Different between Contract of Guarantee and Contract of Indemnity.

<u>Contract of Guarantee</u>	<u>Contract of Indemnity</u>
→ Sec-126 defines the Contract of Guarantee	→ Sec-124 defines the Contract of Indemnity.
→ There are three parties are present in contract of Guarantee.	→ There are two parties are present in Contract of Indemnity.
→ There are Principal Debtor, Creditor and Surety.	→ There are Indemnifier and Indemnity Holder.



→ The main element of Contract of Guarantee is to pay the liability of principal debtor which arises against creditor.

→ There are three contract b/w
Principal Debtor & Creditor
Principal Debtor & Surety
Creditor & Surety

→ The main essence of Contract of Indemnity is to save the person from loss caused to him.

→ There are one contract only which is between Indemnifier and Indemnity Holder.

Answer no-(3)

Contract of Bailment :- A contract of Bailment is a kind of contract in which a person gives their goods to another person for some purpose and for specific time.

Sec-148 of Indian Contract Act defines the Contract of Bailment. A contract of Bailment is a contract in which a person gives the possession of their goods to another person for specific purpose and when the purpose is accomplished the person return to the



goods to the person or according to the direction given by him.

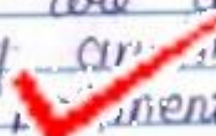
Here Goods are mentioned which is defined in section - 2 of Sales of Goods Act, 1930. Goods are of movable property including the things which grow in lands and detached from land and then become the separable part from the land.

Essential elements of Bailment :-

- ① The person who gives possession of their goods is known as Bailor and the person whom the goods are given is known as Bailee.

Essentials of Bailment :-

- 1) Delivery of Possession :- In contract of bailment there must be a delivery of possession of goods from bailor to Bailee.

Exception - It exception is given in explanation of Sec-148. It says when the possession of goods are already in the possession of bailee by any other contract then it is a valid  bailment although the delivery is not form as per the contract of Bailment. It is known as Constructive Bailment.



Do Not Write anything in this Portion

2) Delivery upon Contract :- Delivery of goods must be done in the contract and after the completion of purpose and time, there is a duty to bailee to return the goods. Delivery of goods must be of specific purpose.

3) Delivery of Contract for specific time :- The delivery of goods in the contract of bailment must be for specific period of time and when the time complete the bailee should return the goods.

4) Bailee's right in possession for specific period. In contract of Bailment, the right in possession of goods of bailor's good by bailee is not absolute. In the contract the possession is for specific period and bailee has limited interest on that particular good.

Duties of Bailee.

- 1) Care to be taken by bailee - (Sec-150)
There should be proper care of goods which has to be done by Bailee.
- 2) It is a duty of bailee to return the goods after accomplishment of purpose (Sec-160)




- 3) It is a duty of bailee not to mix the goods of bailor with their own goods.
- Sec-155 - Effect of goods mix with bailor consent
If mix the goods with bailor consent then they both get ~~the~~ the profit of their respective share.
- 4) Return the profit of goods which forms from the goods itself.

Duties of Bailor -

- 1) To give the bailee necessary expenses of the goods.
- 2) To expose the default of goods to bailee.

Rights of Bailee -

1. It is  duty of bailee to know the default of goods if any default has.
2. Compensation if the bailor's ~~own~~ loss caused by bailor's conduct, not to give direction of giving goods.

Rights of Bailor -

- 1) To get compensation if any loss, deterioration caused in goods by bailee.
- 2) Sec-156 - Effect of mixture of goods with bailor's consent (separable goods) - It is a right to bailee to get cost which required to separate the goods.



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18

Section - C

Answer no-(7)

In the contract of guarantee there are three parties involved - Principal Debtor, Creditor and Surety. Surety is a person who becomes liable in behalf of principal debtor to pay his liability to creditor. When the principal debtor unable to pay and makes default then the surety pay his liability and sure secures him. According to Sec-128, "Surety liabilities is co-extensive with the principal debtor." It means the liability of principal debtor arises the liability of surety himself and in other words the liability of surety ended with the liabilities of principal Debtor.

There is an implied promise between surety and principal debtor that the principal Debtor indemnify the surety. Principal Debtor makes default then surety secures him and pay the liability in his behalf & then the principal debtor indemnify him for his deed.



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Surety can be discharged when the liability of principal debtor ended because the liability of principal debtor and surety is co-extensive.

Discharge of Surety from Liability -

- 1) By Notice - Sec-130 of Indian Contract Act says the liability of surety in continuing guarantee is discharged by giving notice to Principal Debtor.
Continuing Guarantee - It is a kind of ~~km~~ guarantee in which has a series of transactions.
- 2) By Surety's death - Surety liability ended when the surety died. The liability of surety also ended with his death.
- 3) When the creditor compounds with and not to sue the Principal Debtor - When the creditor composition with principal debtor to give him extra time and not to sue him in this case the liability of surety ended and surety is discharged.



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20

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4) ~~When principal Debtor already pay -~~
Liability of surety ended and
surety discharged when the principal
Debtor ~~already~~ pay the creditor.





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Answer no-(8)

Section-39 defines the "Dissolution of firm" Sec-39 of Indian Partnership Act, 1932 defines the Dissolution of firm. The firm may be dissolved when the partnership among all partners ended."

It does not mean that if one or two partners leaves and the firm would be dissolve. It is necessary to dissolve a firm that all partners dissolve their agreement to share profit and conduct business then the dissolution of partnership occur.

Modes of dissolution.

There are many modes mentions in the Indian Partnership Act, 1932 to dissolve the firm.

- (i) By Notice (sec-43)
- (ii) By Contingencies (sec-42)
- (iii) By Court (sec-44)
- (iv) By Agreement (sec-40)



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→ By Agreement :- When all partners becomes agree to dissolve a firm then the firm may be dissolved. There must have been that all the partners decided to dissolve a firm and agrees on a same view to dissolve.

→ By Notice - By writing notice to dissolve a firm a firm can be dissolve. It is also necessary that the notice must be in writing form and All the partners signed in the notice to dissolve a firm.

→ By Contingencies -

- 1) When the partner becomes unsound mind.
- 2) The death of the partner.

→ By Court

- 1) The court dissolve the firm if there is no prior contract to dissolve the firm. The court dissolve when the loss causes in firm.



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23

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