



Chhatrapati Shahu Ji Maharaj
University, Kanpur

Answer Script Details
Barcode 7794807

Roll No. 23086004441
Total Mark 62/100.00

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 NA/15

1B 2/4

1C 3/4

1D 2/4

1E 3/4

1F 3/4

1G 3/4

1H 3/4

1I 3/4

1J 3/4

2 NA/15

3 8/15

4 NA/15

5 9/15

6 8/15

7 NA/15

8 9/15

Chhatrapati Shahu Ji Maharaj University Kanpur, Uttar Pradesh

PART-I

Date of Exam: 03/08/24 Shift: I Page No. P3

Paper Code: LLB202 Subject: SPECIAL CONTRACT III Year: II

Name of Candidate: JAYA PARIHAR

Roll No. 23086004441

Signature of Candidate: *Jayaparihar*
Signature of Investigator: *MP*
COE Facsimile: *Sudha*

PART-II

MARKS OBTAINED										
Q.	1	2	3	4	5	6	7	8	9	10
(a)										
(b)										
(c)										
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(g)										
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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: BACHELOR OF LAWS
Session: 2023-24 Year/Semester: II
Subject Name: SPECIAL CONTRACT III
Medium: English Hindi
Paper Code: LLB202
Exam Date: 03082024
Name of Candidate: JAYA PARIHAR
Father's Name: JAY SINGH

College Code: K N O S
Exam Centre Code: K N O S

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E	B	<input type="radio"/>	1	1
F	D	<input type="radio"/>	2	2
H	J	<input type="radio"/>	3	3
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R	M	<input type="radio"/>	6	6
S	<input checked="" type="radio"/>	<input type="radio"/>	7	7
U	T	<input type="radio"/>	8	8
U	9	<input type="radio"/>	9	9
W				

Type of Exam:
 Regular Re-Student
 Private Back Paper Exam

ANSWER BOOKLET NO. 7794807

Paper Code: LLB202

PART-IV

Enrollment Number: CSJMA23000149970
Candidate's Roll Number: 23086004441
Paper Code: LLB202

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9	9	<input type="radio"/>	9	9	<input type="radio"/>	9	9	9	9	9

Signature of Candidate: *Jayaparihar*

Signature of Investigator: *Sudha*

C S Facsimile

COE Facsimile: *Sudha*

1. परीक्षार्थी को निर्दिष्ट किए गए हैं कि आसपास वाले को कुछ ध्यान पर अधिक सभी निर्देशों को ध्यानपूर्वक पढ़ें।
 2. केंद्र में परी करने वाले कानून प्रशासक को कुछ ध्यान पर। 3. परीक्षार्थी को अपने या अपने परिवार के साथ आना नहीं है।

INSTRUCTION TO THE CANDIDATE FOR FILLING PART-I

प्रश्नपत्रों को खोलें

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.

1. प्रश्न पत्र एवं उत्तर पुस्तिका पर दिखे गये निर्देशों को ध्यान से पढ़ें।
2. कक्षा, पृष्ठ के दूसरी तरफ कुछ न लिखें।
3. उत्तर पुस्तिका के पृष्ठों पर दोनों तरफ लिखें।
4. प्रश्न पत्र पर अपने अनुक्रमांक के अतिरिक्त कुछ न लिखें।
5. प्रश्न पत्र कोड एवं प्रश्न पत्र ID सावधानी पूर्वक लिखें।
6. अपनी विषय स्पष्ट लिखें।
7. उत्तर पुस्तिका के पृष्ठों की संख्या देखें। अगर उत्तर पुस्तिका में पृष्ठ (1-24) से कम है या कटे हुए है, तो परीक्षा शुरू होने के पूर्व दूसरी उत्तर पुस्तिका ले लें।
8. प्रश्नपत्र को देख, यदि प्रश्नपत्र के विषय कोड, विषय का नाम तथा प्रश्न में कोई त्रुटि है तो परीक्षा शुरू होने के 30 मिनट के अन्दर कक्ष निदेशक को तत्काल सूचित करें, उसके बाद विरचयितालय द्वारा कोई कार्य नहीं की जायेगी।
9. प्रश्नों के उत्तर लिखने के लिये पेन्सिल का प्रयोग न करें।
10. बी कोपी या अतिरिक्त ड्राफ्ट नहीं दिया जायेगा।

INSTRUCTION TO THE CANDIDATE FOR FILLING PART-III

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 AVOID 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 tempering 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.

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.

अनुचित साधन से बचने हेतु :

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. उत्तर पुस्तिका के निर्दिष्ट स्थान को जाँचकर अनुक्रमांक एवं उत्तरपुस्तिका का क्रमांक कभी और न लिखें तथा कोई भी चिन्ह न बनायें क्योंकि यह अनुचित साधन प्रयोग की परिधि में आता है।
2. उत्तर पुस्तिका के बारकोड अथवा उत्तर पुस्तिका संख्या पर छेद डरद करने पर अनुचित साधन प्रयोग माना जायेगा।
3. परीक्षा कक्ष में निम्न वस्तुएँ साथ न लायें, जैसे लिखे हुए कागज के टुकड़ें, मोबाइल, डिजिटल डिवाइस, डिजिटल वॉच, कलम, पुराना वह सभी वस्तुएँ जो अनुचित साधन के अन्वय में आती हैं। केवल संबंधित प्रश्नपत्र में ही मेमोरी लेस काइलक्यूलेशन कैलकुलेटर ले जाने की अनुमति होगी।
4. उत्तर पुस्तिकाओं में कल्पे न करें न ही उत्तर पुस्तिका में विपरीत। ऐसा करना अनुचित साधन प्रयोग की परिधि में आता है।

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Note- if your Roll No. is of 10 digits. Please leave first three columns .



Paper Code

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1

SECTION B

Q3 Contract of Bailment - - - - - Bailor & Bailee?

Contract of Bailment is derived from a French word 'Bailler'. The word Bailler means to 'deliver'.

Contract of Bailment means delivery of goods from one person to another, for some purpose or for any duty to be fulfilled. Once the purpose is completed and  is fulfilled, there is obligation to return the goods back or to dispose^{of} the goods as directed by the Bailor.

Contract of Bailment consist of 02 parties.

(i) Bailor - The one who delivers the good

(ii) Bailee - The one to whom the goods are being delivered.

* Examples of Bailment are:-

- A hires a horse for riding
- X delivers his shirt to tailor for stitching
- Y delivers his watch to repair
- B delivers his gold for bank for custody

* Essentials of Bailment are:-

- Agreement of delivery between Bailor & Bailee
- No ownership transfer
- Delivery of goods 
- only movable goods are delivered
- there can be change in form
- Compulsion to return the goods.



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2

Rights of Bailor : There are certain rights of bailors, as mentioned below:-

- Right to receive goods back
- Right for reasonable care of goods
- Right to indemnify in case of unauthorised use of goods.
- Right to get compensation in case of unauthorised mix of goods by the bailee.
- Right to terminate contract.

Rights of Bailee : The Bailee is the one in whose possession goods are delivered.

- Right to return goods
- Right to indemnify in case of any extra expense incurred in keeping goods preserved
- Right to lien in case of non payment of debt
- Right to reimbursement in case of expenses incurred.
- Right to compensation in case of damage to bailee.
- Right to retain goods in case of non fulfilment of promise.

Duties of Bailor : Certain duties are there which bailor should follow for effective delivery

- Duty to disclose of all the defects
- Duty to release goods back
- Duty to indemnify any extra expenditure incurred in keeping the goods preserved
- Duty to indemnify in case of premature termination of the contract.



- (d) Duty not to ~~mix~~ do any unauthorised mix of the goods without the consent of the bailor.
- f) Duty not to ~~sell~~ the delivered goods without consent of ~~bailor~~
- g) Duty to secure effective title.
- h) Duty to take reasonable care of the goods delivered.

Duties of the Bailor

- (a) Duty of the bailor to ^{return} ~~receive~~ the goods back - if refusal is made then pay extra expenses to keep goods maintained.
- (b) Duty to not mix the goods without consent of the bailor.
- (c) Duty of not to sell the goods without consent of the bailor.
- (d) Duty to take reasonable care of the good.
- (e) Duty to return good after expiry of the contract or after the purpose of adventure is fulfilled otherwise it will be responsibility of the bailor.
- (g) Duty to ~~not~~ return the goods, along with accrued interest as: calf with cow.

Hence, Bailment is for the purpose of utility, repair etc and goods are to be returned.



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4

Q5: Rule of caveat emptor & its exceptions

Rule of caveat emptor is a latin doctrine which means 'let the buyers be aware'.

It is followed in the case of contract of sale of goods.

A contract of sale of goods happens between a buyer and a seller and within that contract it is the duty of the buyer to check the goods before buying it.

In the contract of sale of goods the buyer is obliged to check the goods before making any purchase, if the goods are later found with any defect it will not be the liability of the seller.

In the contract of sale of goods the sellers are not obliged to provide any defect in the items which are being sold by him. It is responsibility of the buyer to check all the apparent things before making any purchase.

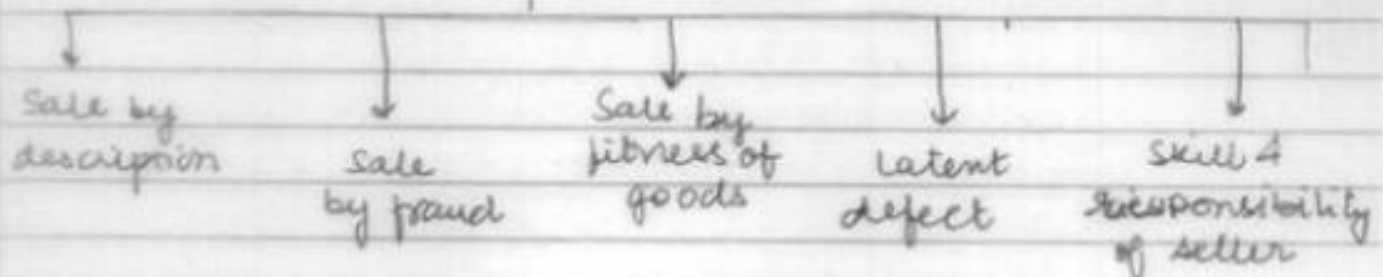
In the case of any defect later found in the goods sold, sellers cannot be held liable for any defect in the goods.

* In the doctrine of caveat emptor the liability of the working & non-working of goods are not on the shoulders of the seller but on the shoulders of the buyer.



In case of any defect found later, it is the seller is not liable to get the goods back because the liability for any defect was repudiated before contract was made. If defect is discovered the contract cannot be repudiated.

Exceptions of Rule of Caveat Emptor



(a) Sale by description

In the case of sale by description the seller can be held liable by the buyer as the goods have to perform according to the mentioned description. If in the case the goods are not working according to the stipulated condition the seller can be sued and damages & compensation can be claimed.

(b) Sale by fraud

In case the seller sells the goods by misrepresenting the facts about the sold products and any concealment of the facts then buyers can make seller liable for the damages incurred and can demand damages, compensation & get the contract repudiated.



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(c) sale by fitness of the goods

In this case the seller is obliged to make the buyer aware of the working of the goods which is specific to any job to be done by the sold goods

example: water cooler sold means water will be cooled through the good sold.

(d) Skill & responsibility of seller

The buyer when keeps full faith in the seller and tells him his demand & purpose of the use of goods

then it is the duty of the seller to give the most quality good according to the demand of the buyer.

In this case the buyer puts full faith on the knowledge & expertise of the seller of the goods

(e) latent defect

Buyers will not be responsible for any latent defect of the goods.

Buyers responsibility is to check the goods but any apparent defect not able to be seen by eyes will not make buyer liable for the sale contract

ex: Defect in the software of mobile phone



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Section C

Ques 6 :- contract of agency? --- created? terminated?

A contract of agency is a legal mechanism in contract of sale act 1872. Herein anyone (agent) is supposed to do any work or represent (principal) to the 3rd party, it is known as agency.

Agency is created when principal hires any person to get the work done through him and make himself represented to the 3rd party through the agent.

There are 02 entities in Agency contract

- (i) Principal :- The one whose work is to be done & is to be represented to 3rd party
- (ii) Agent :- Anyone who represent his principal to 3rd party and get his work done.

* General rule of agency :-

- (a) Principal can get all the lawful work done through agent which he himself can do exception
 - (i) that of principal - Painting to be painted
 - (ii) qualification - Principal - Surgery to be done.
- (b) Agent acts ~~etc~~ which are lawful are binding on principal and he is hold responsible for them.



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Creation of agency :- Agency can be created by :-

- (i) Direct appointment :- It means the agent is hired through an 'expression made' which can be written or oral.
- (ii) By Implication :- agency can be created by conduct of the agent & principal or inferred by the acts done.
- (iii) By Estoppel :- When agents act as an authorised agent without any formal agency contract in front of 3rd party, and his acts make 3rd party believe that he is lawfully the agent.
- (iv) By ordinary law :- Creation of agency can happen by ordinary change in the law.
- (v) By Ratification :- If any unauthorised act of the agent is ratified by the principal it is agency creation.

Termination of agency :- Agency can be terminated by :-

- (A) Revocation of agency contract by Principle - When principal revokes the contract before agent's act, the agency is revoked.



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- (b) By renouncement by agent of the business :-
When agent renounces the business the agency contract is terminated.
- (c) By Principal becoming insolvent
When the principal becomes insolvent the agency is ended.
- (d) By death of agent or principal
When either of the agent or principal died the agency contracts get terminated.
- (e) By unsound mind of agent or principal
When either of them become unsound by mind the agency is dissolved.
- (f) By business becoming illegal
Due to ordinary change in the law the business being operated becomes illegal and cannot be continued further.

Hence agency is a legal mechanism where agents act for fulfillment of any lawful duty or purpose against any commission decided.

Ques 8

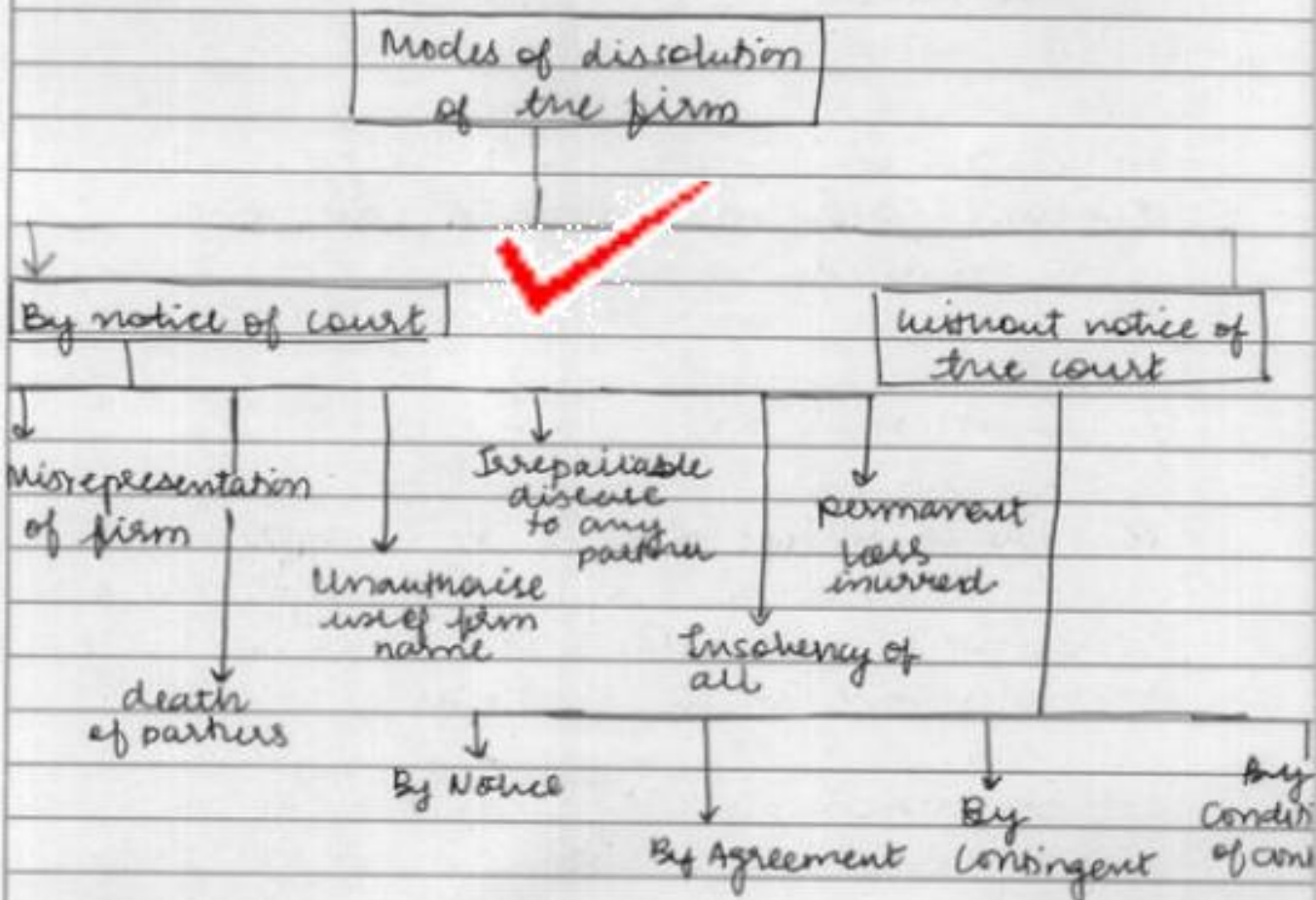
Dissolution of firms means members of the firms called partners are discharged from their duties and they are not liable for any conduct of the firm.

Dissolution of firm dissolves all the partners of the firm who are associated with it it also means that the conduct of the



firm will come to end and it is the winding up of the firm.

Modes of dissolution of the firm



(a) without notice of the court

- (i) By Notice :- when the firm is at will is dissolved it is done through notice given by partners
- (ii) By Agreement :- An agreement with consent of all partners dissolves the firm.
- (iii) By contingency :- Contingency means any 'stipulated condition' on happening of which partnership



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will get dissolved. Examples

- (i) Insolvency of all except one
- (ii) Death of the partner
- (iii) Business becoming illegal.

(iv) condition in contract: if any predecided condition in the contract happens then the partnership will get dissolved.

b) with the notice of the court

(i) Misrepresentation of firm by partner
if the name of the firm is being misrepresented by partner in doing unlawful acts
ex. partner doing gambling in firm's name.

(ii) Malcondition of any partner
if any partner is suffering from any deadly disease or has irreparable damage to his body.
ex: paralysis and blindness of any partner.

(iii) Insolvency of all but one
If all the partners become insolvent together with exception of one partner then the firm will not be able to continue further hence will be dissolved.



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(iv) Unauthorised use of firm's name

If the name of firm any person is doing unauthorised work then the firm can be dissolved.

(v) Losses incurred

If firm is running on losses from long time and unable to reach even the 'break even point' then it can cause the firm to be dissolved.

(vi) Death of partner

If the death of partner happens and the remaining partner is left alone (1) then it is no longer a partnership, hence partnership will be dissolved.

Hence firm can be dissolved in above mentioned cases.

Section A

Q1 (a)

A contract of indemnity is a legal mechanism where a person is saved from the harm caused by the insurer.

It is a bipartite contract between indemnifier and indemnity holder.



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to save or insure the indemnity holder against any loss or harm caused by promisor or any other party.

The contract of indemnity is a way to save oneself from any future losses or harm which one can face.

Example: A indemnifies B, that in case of any health liability or mishap, B will bear all the expenses of A's treatment. It is contract of indemnity.

Contract of indemnity provides safety net to the person who is insured.

Examples of indemnity are :-

- (i) Health insurance
- (ii) Life insurance
- (iii) Business insurance.

There are 2 parties of indemnity.

(a) Indemnity holder :- the one who is insured against any harm & losses

(b) Indemnifier :- The is the one who guarantees to cover all the harm & losses faced by the indemnity holder.



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Q1 (b)

Continuing guarantee in the Indian contract act is a guarantee provided by the ~~indemnifier to the~~ one person to other in the ~~course~~ ^{course} of series of transactions. Continuing guarantee is guarantee for multiple transactions, when the contract of guarantee is not generated again & again.

Continuing guarantee covers all the series of transaction being guaranteed, without obtaining guarantee for each transactions separately.

example: A guarantees B, B purchases 100 unit ~~of~~ of goods and pays it, again purchases 50 units of goods from C and defaults in the payment.

A who is surety of B will pay for the remaining unpaid ~~of~~ units.

Hence it is ~~an~~ ^{an} continuing guarantee where every transact. ~~is~~ was guaranteed by the ~~guarantor~~ surety.

Q1 (c)

Continuing guarantee is a series of guarantee where the transactions are guaranteed after contract is finalised.

In the ~~continuing~~ ^{continuing} guarantee all the




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transactions are guaranteed in series without being guaranteed separately.

* modes of revocation of continuing guarantee

to creditor

(A) By Notice :- If the surety provides the notice on  rough which the guarantee comes to an end. But the guarantee which will be over is the one which are made after the contract, before ~~contract~~ notice was given all the guarantee are still lawful and surety is liable.

Example: If 'A' guarantees 'B' to purchase goods of ₹1000 and in case of default 'C' will be paid by 'A'. But during the contract the guarantee was revoked by 'A' after ₹400 was spend. Anything spend after ₹400 will not be further guaranteed by 'A' and if 'B' defaults 'A' will not be surety.

(B) By death of surety :- If the surety dies during the contract period the guarantee comes to an  end and its Principal debtor will no longer be secured.

However all the contracts made ~~at~~ before the death of the surety, the legal representatives of the surety will be liable for them.



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Example: 'A' is guaranteed by 'B' against the goods purchased from 'C' for ₹ 1000 but during the contract period 'B' the surety dies, and 'A' has only spend / purchased goods worth ₹ 600. The continuing guarantee will be revoked from the day of death of surety and 'A' will be secured only for ₹ 600 by 'B's' legal representatives.

Q1 (d) Seller is the one who transfers or intends to transfer the ownership of the goods to the buyer.

Seller transfers the goods immediately as in the case of sale or agrees to transfer goods in future or on any event of circumstance happening.

Seller is responsible for the goods sold to the buyer against any consideration to be made.

The seller is the one who transfers the goods or intends to transfer the good to the buyer against any fixed price of the goods.

In case of seller if the price of goods is not taken then it will be counted as donation made. or barter contract done.



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The seller in sale of Contract act transfers the risk of the goods sold to the buyer and the contract is res in rem contract.

Seller ~~can~~ has to be paid for the goods sold either through cash or any negotiable instrument

1 (c) Goods according to section 2(7) of Indian Sales of goods act 1930 is anything (but not actionable claims or money) like stocks, debentures, crops, grass, movable and if attached to the ground severable at the time of sale is called goods.

Goods are sold against any price decided and can be ~~of~~ sold immediately or in future or at event of any happening.

Future goods are goods, which are not existing when the contract of sale is made.

Future goods depend on the contract of sale and are created after the contract of sale is completed.

It is not in existence during the time of the contract.

Example: 'A' contracts 'B' to grow potatoes for supplying in its farm which he will collect after passing of 06 months.

So the potatoes here are future goods which will be harvested after the contract



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is finalised; and will be delivered in future.

~~goods in future~~ goods are identified and decided after the contract of sale is completed.

1 (f) Sale is transfer of goods ownership of goods from buyer to seller, either immediately or in future.

Sale is a 'executed contract' because it is done immediately after the sale contract is finalised.

Sale is of specific or existing goods which are transferred to the buyers.

A sale can only be completed if it is accompanied and by any lawful consideration and at a price paid or payable in future.

Sale causes transfer of usage of the goods from buyer to seller and also the risk of the goods is transferred from buyer to seller.

A sale can be vis in rem or vis in personam depending upon the contract clauses.

Sale is exchange of property as per section 4 of sale of goods act. In which buyer gets goods in exchange of any price paid for the goods.

ex: A sells B a watch for £1000 in any time period without any force or coercion.



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1 (cg)

A condition is 'stipulation essential' to any contract. It is mandatory to a contract and without which the contract stands repudiated.

essentials: (i) Essential to the contract of sale.

(ii) Any default in the condition makes the contract breachable.

(iii) If the condition is not fulfilled then the contract made can be repudiated by the customer. A can claim ^{compensation} damage.

Example: A goes to purchase a horse from C, which could run 40 km/hr. C gives a horse to A and claims that it fulfills the condition of speed of 40 km/hr, but later A discovers that horse's maximum speed is 30 km/hr.

A can get the contract repudiated as 40 km/hr speed of the horse was an essential condition made.

warranty means 'stipulation collateral' to the contract, it is just the collateral of the contract, any breach in the warranty will not allow the buyers to reject the goods ~~contract~~ or repudiate the contract.

Any breach may allow to claim damages.

essentials: - (i) It is collateral to contract

(ii) only damages can be claimed by the buyers against breach.



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(iii) the contract cannot be repudiated in case of default in the warranty.

example: 'A' buys a horse to use it in a stable for riding from 'B'. 'B' claims that the horse can run 40 km/hr but 'A' later discovers that horse can only run 30 km/hr.

Herein the 'A' cannot repudiate the contract as speed was not essential but only a warranty. Though the horse can claim damages against the seller.

Ques 1 (h)

Partnership is a legal agreement between partners to share the profit and work together; the work can be done by all or by one on behalf of all.

Partnership binds partners of the firm against duty to work in good faith, in honestly while discharging their duties.

* Essentials of partnership

(a) Mutual agency - the partners are both principal and agents of each other.

(b) To earn profit - A partnership contract



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is created to earn profit by doing lawful activities. Love sharing is not essential to the partnership contract.

(iii) Atleast 2 people - Partnership can only arise if there are two people in the contract. If either of them revokes partnership, it will come to an end.

(iv) Agreement of contract - partnership is formed by agreement of contract not by agreement of status.

(v) Partners cannot give their share to 3rd party

(vi) Partnership being a contract follows all the ~~ess~~ essentials of a valid contract agreement.

Q1 (1) Pledge is a special bailment, where the goods are delivered as 'security', to pay any debt or get ~~the~~ fulfilled any purpose.

Every pledge is a bailment, but not every bailment is a pledge.





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there are two entities in a pledge contract

(a) Pawnor :- The one who delivers the goods as security to pay debt or for any purpose.

(b) Pawnee :- The one who receives any goods as security against any debt to be paid or any purpose to be fulfilled.

Essentials of pledge :-

- (i) Delivery of goods as security
- (ii) Any debt to be paid or against security
- (iii) ownership 'NOT' transferred.
- (iv) Return of good after debt repaid or purpose fulfilled
- (v) Not to deliver good with defective title.

Hence pledge contract involves goods to be delivered for any debt to be paid or for any purpose to be fulfilled, the goods act as security.

example: 'A' pledges his ~~best~~ gold with 'B' against some money.

A = pawnor in this case, goods delivered by him
B = pawnee in this case, goods delivered to him
Gold = security against which debt is given



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Ques 1 (f) Indemnity holder in a contract of indemnity is the one who is insured against any harm or any loss to be faced by through the indemnitor or any other party.

The contract of indemnity insures against any harm caused or any loss incurred. It works as a safety net.

Rights of the indemnity holder:-

- (i) Cost right to be indemnified for all the cost
It is indemnity holder's right to get cost of all the lawful expenses done.
- (ii) Right to recover all the expenses
Indemnity holder has to recover all the lawful expenses done to discharge his duties. ex: Flying & travelling costs.
- (iii) Right to get information
It is indemnity holder's right to get all the information with respect to the case, ex: Down + Case reports.
- (iv) Right to get prompt reimbursement
It is indemnity holder's right to be promptly reimbursed for all the losses incurred by him, so that he can be fixed back to his original position.



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(v) right to compensation in case of ^{legal} settlement
It is indemnity holder's right to get paid / indemnified against all the expenses incurred to settle the agreement so that to avoid further costs. The case is mitigated.

(vi) Right to reasonable action

It is indemnity holder's right to minimize the losses and get the reasonable action done by the indemnifier.

(vii) Right to sue

Indemnity holder has right to sue to the indemnifier to pay for the losses incurred in case of any harm or any loss incurred.

Hence indemnity holder is protected by such rights and can claim for the losses to be indemnified. The indemnifier acts as safety & financial net against all the losses or harms.