

***Advanced Diploma in Drafting, Negotiation & Enforcement of Contracts  
(Batch 2021 – 2022)***

**Take Home – Supplementary Examination (November 18-21, 2022)**

**Paper II – 1.2. Law Related to Specific Contracts**

**TOTAL MARKS: 100**

**INSTRUCTIONS TO CANDIDATES**

- a) Read the instructions for Take Home Examination carefully and adhere to the same.
  - b) *Please mention your name, ID No., subject name and total number of pages on the Answer Sheet.*
  - c) *Clearly indicate the question numbers while answering them.*
  - d) *Answer all the four questions and each question carries 25 marks.*
  - e) *All the candidates are required to submit only word / Pdf files containing the typed answers.*
  - f) *All papers will be uploaded on Turn-it-in for plagiarism check. Any paper with more than 15% similarity will be considered to be plagiarized and shall not be evaluated.*
  - g) *Since this is a take home exam, we expect your answers to be analytical rather than straight answers.*
  - h) Copying from any source including from other students is strictly prohibited. Plagiarism is considered as a serious academic mis-conduct and the University will take action as it deems fit.
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**Q.1.** An irrevocable commitment either in the form of confirmed bank guarantee or irrevocable letter of credit is the life blood of international commerce hence must be honored. Explain their nature and the obligation of the bank to honor them. When can a bank refuse payment of the above mentioned guarantee or letter of credit? Discuss the factors a court take into account (i.e. how it decides) before granting an injunction restraining the enforcement of the above mentioned irrevocable commitments. **[Marks-25, Word limit Max. 2 pages]**

**Q.2.** Mr X and Y are two young doctors who work in the same hospital. X is selected for a 3 month training program at AIIMS Delhi. He has recently purchased a car for 10 lakh rupees. There have been a few cases of vehicle theft in his locality in the recent past. Therefore, he requests his friend Y staying in another locality which is perceived to be a safer locality to park his car in his home. Y agrees but tells him that if any loss or damage is caused to the car he shall not be liable. X agrees to the same. Y parks X's car in his garage alongside his own car and a bike.

One day, while getting late to the hospital, he forgets to lock the shutter of the garage. When he returns, he finds the car as well as the bike missing. X sues Y for the loss caused to him. Y in his defence argues that he is not liable because: (i) he is not to get any money for the service rendered by him; (ii) his bike too is lost; (iii) his liability was excluded as per the agreement for any loss or damage caused to the property.

Critically examine the legal position in this respect and give your decision. **[Marks-25, Word limit Max. 2 pages]**

**Q. 3.** Explain what is pledge? Discuss pledgee's right to sell and the procedure to be followed in this respect. Can a pledgee buy himself? **[Marks-25, Word limit Max. 2 pages]**

**Q. 4.** Explain the various types of authority of an agent to bind his principal. **[Marks-25, Word limit Max. 2 pages]**