



Criterion 2 – Teaching-Learning and Evaluation

Key Indicator- 2.5 Evaluation Process and Reforms

2.5.1: Mechanism of internal assessment is transparent and robust in terms of frequency, mode and innovation introduced in the internal evaluation

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S.V. Road, Dahisar(E), Mumbai-400068





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**THAKUR RAMNARAYAN
COLLEGE OF LAW**

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Thakur Ramnarayan Educational Campus,
S.V. Road, Dahisar (East), Mumbai - 400 068
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TRCL/IP/02/FRM/01

Revision A

Academic Calendar for academic year 2022-23 (Term-I)
First/ Second Year LL.B. 5 Years, First/ Second Year LL.B. 3 Years
& First Year LL.M.

Sr. No.	Activity	Schedule	Date
1.	Resources requirement	At least 2 weeks before end of the previous semester	October 2022
2.	Faculty recruitment and resource allocation	1 month before the commencement of semester	October 2022
3.	Academic Calendar	2 weeks before the commencement of semester	18 th October 2022
4.	Subject allocation	2 weeks before commencement of odd semesters/ last week of even semesters for odd semesters	18 th October 2022
5.	Commencement of the term	As per University notification	November 2022
6.	Display of timetable	3 days before the commencement of semester	4 th November 2022
7.	Teaching plan validation by Principal	3 days before the commencement of semester	4 th November 2022
8.	Commencement of the lecture (SYBLS, SYLLB & FYLLM)	2 nd weeks the of Semester	7 th November 2022
9.	Guest Lecture/Webinar/Seminar		2 nd & 4 th Saturday of every month
10.	National Law Day celebration		26 th November 2022
11.	Syllabus coverage report for the month of November 2022	5 th of every month	5 th December 2022
12.	Monthly semester review for the month of November 2022	5 th of every month	5 th December 2022
13.	Defaulters list for the month of November 2022	5 th of every month	5 th December 2022



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14.	Question paper setting of periodical class test (SYBLS & SYLLB)	10 days before the first periodical class test	9 th December 2022
15.	Display of timetable (FYBLS & FYLLB)	3 days before the commencement of semester	9 th December 2022
16.	Teaching plan validation by Principal (FYBLS & FYLLB)	3 days before the commencement of semester	9 th December 2022
17.	Practical Training Examination (SYLLB)		10 th December 2022
18.	Commencement of the lecture (FYBLS & FYLLB)		12 th December 2022
19.	Printing of question paper of periodical class test (SYBLS & SYLLB)	2 days before the first periodical class test	16 th December 2022
20.	Conduct of periodical class test (SYBLS & SYLLB)	7 th week of semester	19 th – 22 nd December 2022
21.	Term work submission (SYBLS & SYLLB)		19 th – 22 nd December 2022
22.	First Students feedback (SYBLS & SYLLB)		22 nd December 2022
23.	Winter break	As per University notification	26 th – 31 st December 2022
24.	Syllabus coverage report for the month of December 2022	5 th of every month	5 th January 2023
25.	Defaulters list for the month of December 2022	5 th of every month	5 th January 2023
26.	Monthly semester review for the month of December 2022	5 th of every month	5 th January 2023
27.	Question paper setting of periodical class test (FYBLS & FYLLB)	10 days before the first periodical class test	18 th January 2023
28.	Attendance committee meeting (SYBLS & SYLLB)	14 th week of semester	21 st January 2023
29.	Printing of question paper of periodical class test (FYBLS & FYLLB)	2 days before the first periodical class test	28 th January 2023
30.	Practical Training Examination (FYLLB)		28 th January 2023
31.	Conduct of periodical class test (FYBLS & FYLLB)	7 th week of semester	1 st – 4 th February 2023
32.	Term work submission (FYBLS & FYLLB)		1 st – 4 th February 2023
33.	Students feedback (FYBLS & FYLLB)		4 th February 2023
34.	Syllabus coverage report for the month of January 2023	5 th of every month	6 th February 2023



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35.	Defaulters list for the month of January 2023	5 th of every month	6 th February 2023
36.	Monthly semester review for the month of January 2023	5 th of every month	6 th February 2023
37.	Lex- Communique 2023		25 th & 26 th February 2023
38.	Attendance committee meeting (SYBLS & SYLLB)	14 th week of semester	1 st March 2023
39.	Syllabus coverage report for the month of February 2023	5 th of every month	6 th March 2023
40.	Defaulters list for the month of February 2023	5 th of every month	6 th March 2023
41.	Monthly semester review for the month of February 2023	5 th of every month	6 th March 2023
42.	Practice session / extra lecture for slow learners	As per requirement	
43.	Work- load and subject allocation of subsequent semester	14 th – 15 th week of semester	6 th March 2023
44.	End semester review	Last week of semester	
45.	Conduct of Second- Half 2023 examination	As per University notification	
46.	Declaration of Second- Half 2023 examination result	As per University notification	

Prepared By

Name & Signature of Faculty: Ms. Moonam Kharat

Date: 18th October 2022

Approved By

Signature of Principal

Date: 18th October 2022



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TRCL/IP/03/FRM/01

Revision: A

Time- Table

Internal Class Test Examination

Semester II 2022-23

Date: 12/05/2023

Programme: F.Y.LL.B

Div.: A & B

CLASS TEST (F.Y.LL.B.)(SEM I)			
Sr. No.	Subject	Days & Dates	Time
1.	LAW OF CRIMES	Monday 22/05/2023	8:30 to 9:00 A.M.
2.	CONSTITUTIONAL LAW	Tuesday 23/05/2023	8:30 to 9:00 A.M.
3.	FAMILY LAW- I	Wednesday 24/05/2023	8:30 to 9:00 A.M.
4.	ENVIRONMENTAL LAW	Thursday 25/05/2023	8:30 to 9:00 A.M.
CLASS TEST (F.Y.B.L.S.) SEM-II			
1.	POLITICAL SCIENCE-I	Monday 22/05/2023	8:30 to 9:00 A.M.
2.	LEGAL WRITING & LEGAL LANGUAGE	Tuesday 23/05/2023	8:30 to 9:00 A.M.
3.	HISTORY	Wednesday 24/05/2023	8:30 to 9:00 A.M.




Dr. A.K. Singh
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TRCL/IP/03/FRM/04

Students' Seating Arrangement

Revision: A

Date: 18/05/2023

Name of Examination: **CLASS TEST EXAMINATION 2023 May** Academic Year: **2022- 23**

Programme: **F.Y.B.L.S. & F.Y.LL.B. (SEMESTER- II)**

Time: 8:30 to 9:00 am

Exam: **From 22/05/2023 to 25/05/2023**

Sr. No.	Room No.	Programme	Examination Roll No. (From-----To-----)	Total No. of students	TOTAL STUDENTS IN BLOCK
1.	705	F.Y.LL.B.	A/01 to A/30	30	53
		F.Y.B.L.S.	A/01 to A/23	23	
2.	706	F.Y.LL.B.	A/31 to A/60	30	53
		F.Y.B.L.S.	A/24 to A/46	23	
3.	707	F.Y.LL.B.	B/01 to B/30	30	53
		F.Y.B.L.S.	A/47 to B/13	23	
4.	708	F.Y.LL.B.	B/31 to B/60	30	53
		F.Y.B.L.S.	B/14 to B/36	23	
5.	710	F.Y.B.L.S.	B/37 to B/56	20	20

Note:

1. Students must report by 8:20 am in the examination hall.
2. Students will not be allowed to appear for the examination if they do not bring their Identity card.
3. Students found with any copying material will be debarred from the examination.
4. Mobile phones are not allowed in the examination hall.

Chairperson, Examination Committee

Principal



Date of Display: 20/05/2023

Date of Removal: 27/05/2023

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TRCL/IP/03/FRM/05

Revision: A

Students' Attendance Sheet

Class Test

Date 22/05/23 Examination May Month 2023
 Sem: II Class FULLB Div. _____
 Time 8:30-9:00 Subject Law of Crimes Room No. 706
 Examination Seat Nos.: From A-31 to A-60 Total 30

Examination Seat No.	Name	Signature	Examination Seat No.	Name	Signature
A-31	VISHAL GUPTA		A-54	Sakshi Mishra	
A-32	TISHIKA HEGDE		A-55	Satshikha Mishra	
A-33	Tannu Jain		A-56	Shriya Mishra	
A-34	Ketan Jha		A-57	Soumya Mishra	
A-35	Khushbu Jha		A-58	Khushboo Nowik	
A-36	Kasturi Karpe		A-59	NAIK EKTA	
A-37	Akshata Kerkar		A-60	Saroj Normal	
A-38	Muhammad Abu Bakir Khan		A-40	Absent	
A-39	Shahrukh Khan		A-41	Absent	
A-43	Mildred Lopes		A-42	Absent	
A-44	Mehal Mangela				
A-45	Yashi Mehra				
A-46	Anandhara Mishra				
A-47	Anand Mishra				
A-48	Dhanshree Mishra				
A-49	MISHRA EKTA				
A-50	Manas Mishra				
A-51	Priyanka Mishra				
A-52	Rishu Mishra				
A-53	Ruchi Mishra				

Total No. of Students Present 27
 Total No. of Students Absent 03

Checked By

Dr. Umila Chavhan
 Name and Signature of Junior Supervisor



Muhammad Kherat
 Designation: Asst. Prof.

Principal



TRCL/IP/03/FRM/05

Revision: A

Students' Attendance Sheet

~~Self~~ **First Half Class Test** Examination **May** Month **2022-2023**
 Date **22/05/2023** Sem: **II** Class **FYLB** Div **A**
 Time **8:30 to 9:00** Subject **Law of Crimes** Room No. **705**
 Examination Seat Nos.: From **A/01** to **A/30** Total **30**
 Roll

Examination Seat No.	Name	Signature	Examination Seat No.	Name	Signature
A 01	ABSENT		A 21	Bobby Dubey	Bobby
A 02	Ambrose Ruel Philip	Ruel	A 22	Chetana Dubey	Chetana
A 03	Ansari Humaira	HUMAIRA	A 23	Priti Dubey	Priti
A 04	Anwathi Suresh	Anwathi	A 24	ABSENT	
A 05	Murli Ganuole	Murli	A 25	Isha Ganuole	Isha Ganuole
A 06	Shradha Baranwal	Shradha	A 26	Achal Gupta	Achal
A 07	Vishal Bhalerao	Vishal	A 27	ASHISH GUPTA	Ashish
A 08	DEVI RISHUABHAI	Devi R.	A 28	Shivam Gupta	Shivam
A 09	AKSHAY BHAI	Akshay	A 29	Tanya Gupta	Tanya
A 10	ABSENT		A 30	VIRAT Gupta	Virat
A 11	KHUSHI CHATURVEDI	Khushi			
A 12	KISHAN CHATURVEDI	Kishan			
A 13	PAVAN CHAUDHAN	Pavan			
A 14	ABSENT				
A 15	KIRAN CHAUDHAN	Kiran			
A 16	RITIKA DARE	Ritika			
A 17	SHARMILA DESSAI	Sharmila			
A 18	NIDHI DOLAS	Nidhi			
A 19	Adarsh I. Dubey	Adarsh			
A 20	Ayush Dubey	Ayush			



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Total No. of Students Present 26

Checked By

Total No. of Students Absent 04

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(Handwritten signature)
 22/05/2023
 Moonam Khore

Signature: *(Handwritten signature)*
 Name: Subhash Bathal
 Designation: Asst. Professor

Name and Signature of Junior Supervisor



TRCL/IP/03/FRM/06

Revision: A

Supervisor's Report

Class test

Date 22/05/23 Examination May Month 2022-20
 Sem: II Class FULL B Div: .
 Time 8:50-9:00 Subject Law of Crimes Room No 706
 Examination Seat No. From A-31 to A-60 Total 30
 Total No. of Answer books 27

Examination Seat No. of Candidates Actually Present				Examination Seat No. of Candidates Actually Absent		Total Candidates Present	
Sl. No.	Seat No.	Actual	Present	Sl. No.	Seat No.		
1	31	21	54	1	40	27	
2	32	22	55	2	42		
3	33	23	56	3	42		
4	34	24	57	4			
5	35	25	58	5			
6	36	26	59	6			
7	37	27	60	7			
8	38	28		8			
9	39	29		9			
10	40	30		10			
11	41	31		11			03
12	42	32		12			
13	43	33		13			
14	44	34		14			
15	45	35		15			
16	46	36		16			
17	47	37		17			Total 30
18	48	38		18			
19	49	39					
20	50	40					



Chauhan
22/05/23

Dr. Umile Chauhan

Checked By
[Signature]
Name Moogram Kharad
Designation: Asst. Prof.



TRCL/IP/03/FRM/06

Revision: A

Supervisor's Report

First Half 23 Class Test Examination May Month 2022 - 20 23
 Date 22/05/2023 Sem: II Class ~~PHYSICS~~ PHYS Div. A
 Time 8:30 to 9:00 Subject Law of Crimes Room No. 705
 Examination Seat No.: From A/01 to A/30 Total 30
 Total No. of Answer books 26

Examination Seat No. of Candidates Actually Present				Examination Seat No. of Candidates Actually Absent		TOTAL
1	A/02	21	A/25	1	A/01	No. of Candidates Present
2	A/03	22	A/26	2	A/10	
3	A/04	23	A/27	3	A/14	
4	A/05	24	A/08	4	A/24	
5	A/06	25	A/29	5	(04)	
6	A/07	26	A/30	6	(04)	
7	A/08	27	(26)	7		No. of Candidates Absent
8	A/09	28		8		
9	A/11	29		9		
10	A/12	30		10		
11	A/13	31		11		
12	A/15	32		12		
13	A/16	33		13		
14	A/17	34		14		
15	A/18	35		15		
16	A/19	36		16		
17	A/20	37		17		Total:
18	A/21	38		18		30
19	A/22	39		19		
20	A/23	40		20		



Moonam Kharat
 22/05/2023

Name and Signature of Junior Supervisor

Checked By Sulabh Kharat
 Signature: Sulabh Kharat
 Name: Sulabh Kharat
 Designation: Asst. Professor

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TRCL/IP/03/FRM/01

Time- Table

Presentation & Viva- Voce Examination Semester II 2022-23
 Programme: Three Years LL.B. (General) & Five Years B.L.S./LL.B.

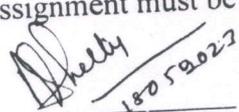
Date: 12/05/2023

Div.: A & B

Sr. No.	Days & Dates	Division A	Division B	Time
F.Y.LL.B.				
1.	Monday 22/05/2023	Law Of Crimes Roll No. 1 To 30 Ms. Shivani Gupta	Law Of Crimes Roll No. 1 To 30 Ms. Aparna Singh	9:30 am onwards
2.		Environmental Law Roll No. 31 To 60 Ms. Amrita Sanyal	Environmental Law Roll No. 31 To 60 Ms. Namrata Shetty	9:30 am onwards
3.	Tuesday 23/05/2023	Law Of Crimes Roll No. 31 To 60 Ms. Shivani Gupta	Law Of Crimes Roll No. 31 To 60 Ms. Aparna Singh	9:30 am onwards
4.		Environmental Law Roll No. 1 To 30 Ms. Amrita Sanyal	Environmental Law Roll No. 1 To 30 Ms. Namrata Shetty	9:30 am onwards
5.	Wednesday 24/05/2023	Constitutional Law Ms. Shovonita Acharya	Family Law- I Ms. Satarupa Aich	9:30 am onwards
6.	Thursday 25/05/2023	Family Law- I Ms. Satarupa Aich	Constitutional Law Ms. Shovonita Acharya	9:30 am onwards
F.Y.B.L.S.				
1.	Monday 22/05/2023	Legal Language Ms. Joshita Lamba	Political Science- I Dr. Urmila Chauhan	9:30 am onwards
2.	Tuesday 23/05/2023	Political Science- I Dr. Urmila Chauhan	History Ms. Moonam Kharat	9:30 am onwards
3.	Wednesday 24/05/2023	History Ms. Moonam Kharat	Legal Language Ms. Joshita Lamba	9:30 am onwards

Note:

1. Submissions to be done on the same day though it may differ as per the instructions given by the respective subject in-charge.
2. Assignment must be submitted in the hard copy only.


 Chairperson, Examination Committee

DOD: 15/05/2023


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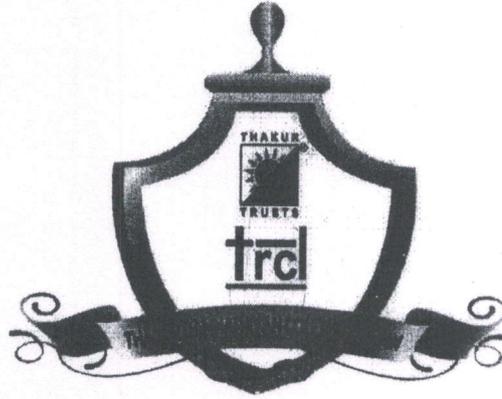



 Dr. A.K. Singh

Principal

DOR: 28/05/2023

THAKUR RAMNARAYAN COLLEGE OF LAW



ACADEMIC YEAR: 2022-2023

SUBJECT: Contract II

Topic- A study of Contract of bailment and the rights and duties of the parties thereto

HUMBLY SUBMITTED TO:

Prof Amrita Sanjyal

SUBMITTED FROM:

Shraddha Mishra

Class: FYBLS LLB

Division: A

Roll No. 30



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A study of Contract of bailment and the rights and duties of the parties thererto		
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4	Rights of bailor and bailee	9
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Amrita

INTRODUCTION

There are many cases of bailment in our day to day life. For example, in the case of laundry, we give our clothes for getting washed. Once they are washed, they are to be returned back to us. We place the other person in temporary possession of our clothes for a specific purpose and there is an express or implied understanding between the two to return the good once the work is done. The word 'bailment', is derived from 'bailler', a french word which means 'to deliver'. Bailment has been defined under the Section 148 of the Indian Contract Act, 1872, according to which Bailment involves the delivery of goods from one person to another for a specific purpose and upon a contract, when the purpose is fulfilled, the good has to be returned or dealt with on the direction of the person who has delivered the goods.

Who are the parties to the contract of Bailment?

There are generally two parties to the contract of Bailment. The person who is the owner and delivers the good is called 'bailor' while the person to whom the goods are delivered is called 'bailee'. General rules relating to Bailment are mentioned in Chapter IX (Section 148-181) of the Indian Contract Act, 1872. Bailment is a type of a special contract, so all essential elements of a valid contract like consent, competency, etc are required for it to be valid. But, a valid bailment can arise even without a valid contract between the two parties, for example, a lost good finder becomes a bailee and has the responsibility to return it to its owner, the bailor, even if no contract exists between them.

How is Bailment different from the sale of the good?

Sales involve the transfer of the ownership of the good in exchange for something of value while on the other hand, Bailment involves the transfer of the possession of the good, not the ownership.

What goods can be bailed?

Only the goods that are of movable nature can be bailed. However, current money or legal tender cannot be bailed and deposition of money will not be counted as bailment as money is not a good and the same money will not be delivered back to the client.



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ESSENTIAL FEATURES

1. Delivery of Possession

There must be a delivery of goods, which means, delivery of possession of the goods by the bailor to the bailee to fulfill the purpose of bailment. Possession refers to exercising control over the good and excluding any other person to do the same.

Section 149 of the Indian Contract Act, 1872 talks about the same. The delivery of possession can either be actual or constructive. It means that either the good can directly be put in the actual physical possession of the bailee or put the bailee in a position of power over such goods that can be physically possessed later, if possible. In constructive delivery, the bailor gives the bailee means of accessing the custody of the good and not its actual delivery.

For example, C has a rare coin locked safe deposit box. As the delivery of a safe deposit box is impossible, when C, bailor, gives the key of the deposit box for the bailment of the coin to A, bailee, it would be considered as constructive delivery.

It is important to note that mere custody of goods is not equivalent to the possession of goods. In *Reaves v. Capper*, it was held that a servant can be in the custody of the goods because of the nature of his job but that does not mean he is in possession of the goods. For example, a servant holding his master's umbrella is not a bailee.

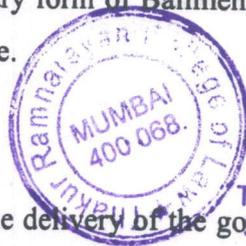
2. Delivery upon Contract

There must be a contract between the bailor and the bailee for such transfer or good and its return. If there is no contract, there cannot be bailment. Moreover, the contract can either be expressed or implied.

Exception: If the good is lost, the finder of good will be seen as the bailee even if there was no contract of Bailment or delivery of goods under a contract. A finder of goods is a person who found a lost good belonging to someone else and keeps it under his possession until the owner of the good is found. This leads to an involuntary form of Bailment contract between them. The finder has all rights and duties that of a bailee.

3. Delivery must be for some purpose

It is essential that there must be a purpose for which the delivery of the goods takes place. If after the completion of the purpose of bailment the good is not accounted for, then bailment cannot arise. This is an important feature as it separates it from other relations like agency, etc..




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4. Return of goods

After the completion of the purpose, the good must be delivered to the bailor or dealt with as per his instructions. If he/she is not bound to return the good then there is no bailment. Even if there is an agreement to return an equivalent and not the same good, it will not amount to bailment.

For example, a tailor receives a saree for stitching as he is the bailee. After the saree has been stitched, the tailor is supposed to return it to the bailor.

Moreover, it is necessary for the bailee to follow the instruction given by the bailor for the purpose of the return of the good if any.

In Secy of state v. Sheo Singh Rai, a man, for the purpose of cancelling and consolidating nine government promissory notes into a single note of Rs. 48000, went to a Treasury Officer. Later, the notes were misappropriated by a servant at the treasury and the man filed a suit against the State to hold it responsible as a bailee. He failed as there is no Bailment without delivery of good and a promise to return the same and the government was not bound to return the same notes or deal with them in accordance with the wishes of the man.

CLASSIFICATION OF BAILMENT

Bailment can be broadly categorized into two types:

A. On the basis of Remuneration

Gratuitous Bailment

When a bailment is made without any consideration of benefit to the bailor or to the bailee, it is referred to as gratuitous bailment. In simple terms, it is a bailment without any consideration.

For example, when one lends a book to a friend free of cost.

Non-Gratuitous Bailment

When generally there is a consideration for bailment between the bailor and the bailee then it is referred to as non-gratuitous bailment.

For example, when someone gets a book issued from a library in exchange for a fee.

B. On the basis of benefits to the parties

For the exclusive benefit of the bailor

In this case, the bailor delivers his/her good to the bailee for safe custody. There is no benefit/benefit for the bailee. For example, leaving a pet with a neighbour when going out.




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For the exclusive benefit of the bailee

In this case, the bailor delivers a good for the benefit of the bailee. For example, a friend borrowing our car for a week.

For the mutual benefit of them both

In this case, the bailor deliver his good to the bailee for consideration and both the parties get benefit out of bailment, For example, giving a bike for repair to a mechanic, for which the mechanic gets paid.

DUTIES OF BAILOR

1. Disclose known faults

It does not matter whether the goods are gratuitously or non-gratuitously bailed, the bailor has a duty to disclose all the known faults about that good that is being bailed to the bailee. Failing to do so would make the bailor liable to indemnify the bailee for all the damages caused to him directly from this fault. However, it is important to note that in the case of non-gratuitous bailment, the bailor is responsible even for those faults from which he/she is not aware.

Examples:

1. A lends his bike to B. A is aware of the fact that the bike's brakes are not working properly and fails to inform the same to B. B met with an accident and is severely injured. A is liable to pay B for the damages sustained.

2. Bear expenses of bailment

In case of Non-Gratuitous Bailment

Bailor is expected to bear all the extraordinary expenses but the bailee is bound to bear all the ordinary and reasonable expenses of the bailment.

Example: A leaves his dog with B, a professional dog trainer, for a week as he is going out of town. B is being paid for the same so A is not required to bear the ordinary expenses. However, the dog suffered from high fever and B had to call a doctor. A has to repay all the medical expenses born by B.



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In case of Gratuitous Bailment

The bailor is required to pay all the necessary expenses incurred by the bailee for the purpose of bailment for the delivered goods.

Example: A lends his dog to B, a close friend, for a week as he is going out of town. A is not paying anything to B to take care of his dog so he needs to pay him for all the ordinary expenses born by B to feed the dog for a week. However, if the dog gets sick and suffers from high fever, A has to pay B for all the additional medical expenses incurred by him.

3. Indemnify Bailee

According to Section 159, in case of gratuitous bailment, the bailor can terminate bailment at any time even if the bailment was for a specific time or purpose. However, the bailor is required to indemnify the bailee if the losses incurred by him due to the premature termination exceed the benefits he derived out of the bailment.

Example: A lends his car to B, a friend for a week as B has to go out of town for a family gathering. As B has not paid any charges for bailment, he fills 30 litres of petrol in the car for the drive. Suddenly after 4 days, A calls B to give his car back. So, B can demand from A value of petrol remaining in the car after 4 days.

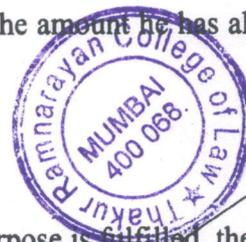
4. Indemnify the bailee when he suffers due to the title of bailor to the goods being defective

According to Section 164, the bailor has to indemnify the bailee if even after knowing that he is not entitled to the good and makes bailment due to which, the bailee suffers losses.

Example: A lends his car to B, a customer for a week as B has to go out of town for a family gathering. B has already paid an advance of Rs 5000 to A. However, after 4 days, the police seized the car from B as it was stolen and belonged to C. B had to arrange a new car for the same purpose and has to pay a higher rent. B can claim from the amount he has already paid and also the higher rent he had to pay for the new car.

5. Receive back the goods

After the expiration of the term of the bailment or when the purpose is fulfilled, the bailor has a duty to receive the goods back from the bailee. However, if the bailor refuses to do the same, he will be entitled to pay the bailee compensation for the necessary expenses of custody and care.



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Example: A bailed his dog to B for one week at the daily charge of Rs. 100. A visited B to receive his dog after 25 days. He has to pay the additional charges for 18 days. However, if this had been a gratuitous bailment, A would have been required to pay the ordinary and extraordinary expenses for 18 extra days.

DUTIES OF THE BAILEE

1. Take Reasonable Care of the Goods Bailed

As per Section 151, irrespective of the fact that the bailment is gratuitous or non-gratuitous, the bailee has a duty to take reasonable care of the goods bailed similar to a man of ordinary prudence would. However, according to Section 152, if even after reasonable care the goods are damaged or destroyed, the bailee is not liable for the loss of the bailed goods.

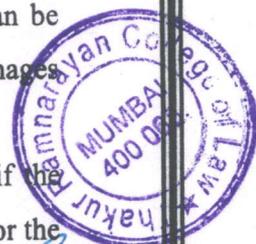
2. No Unauthorized use of goods

As per the Section 154, if due to the fact that the bailee uses the good bailed in a manner inconsistent with the terms of the contract then he will be held liable in case there is any damage to the good, even if he was not negligent or the damage resulted from an unforeseeable accident. Example: A lends his car to B for him to drive only. B allows C, her cousin to drive the car. C rides the car with care but still ends up in an accident, damaging the car. B is liable to compensate A for the damages caused to the car.

3. Not mix goods bailed with own goods

The bailee must not mix the bailed goods with his own goods and must keep them separately. If however, he mixes the bailed goods with his own then:

1. According to Section 155, if mixed with the consent of the bailor, both of them will have a proportionate interest in the mixture produced.
2. As per Section 156, if mixed without the consent of the bailor, and if it can be mixed/divided, the bailor has to bear all the expenses for the same and damages caused due to the mixture.
3. According to Section 157, if mixed without the consent of the bailor, and if the mixture is beyond separation, the bailee is required to compensate the bailor for the loss of the goods.



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4. Return any Accretion to the goods

In the absence of any contract for the same, any profit which may have accrued from the goods bailed, the same must be delivered to the bailor.

Example: A bailed his cow to B for a week. The cow gave birth to a calf during this period. The bailee must deliver the calf along with the cow to A at the time of delivery.

5. Return the goods

After the time for which the good has bailed is expired, or the purpose has been fulfilled, the bailee must return it to the bailor as per his direction.

RIGHTS OF THE BAILOR

1. Enforcement of rights

The bailor, by suit, can enforce all the liabilities or duties of the bailee.

2. Avoidance of Contract

According to Section 153, if the bailee does anything which is inconsistent with the terms of bailment, then, the bailor can terminate the bailment.

Example: A bailed his horse to B for his own riding only. B allowed C to ride the horse, violating the terms of bailment. A can terminate bailment.

3. Return of goods lent gratuitously

In case the goods are lent gratuitously, the bailor has the right to demand their return whenever he sees fit, even though they were lent for a specific period of time or purpose. However, he needs to indemnify the bailee in case the losses exceed the benefit derived from the use of such a good due to premature termination of bailment.

4. Compensation from a wrong-doer

If the bailee is wrongfully deprived by any third party of the use or possession of goods bailed and does them any injury, the bailor or the bailee has the right to bring a suit against the third person for the injury.




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RIGHTS OF THE BAILEE

1. Delivery of goods to bailor without title

According to Section 166, if the bailor has no title to the goods bailed, then the bailee, in good faith, can deliver them back to the bailor according to his directions, if any, the bailee will not be responsible for such delivery.

2. Can apply to a court to stop delivery

According to Section 167, if there is a situation in which a third person claims the goods bailed to the bailee, then the bailee can stop the delivery of such goods to the bailor by applying to the court and decide the title of the goods.

3. Right against trespass

According to Section 180, if the bailee is deprived of the use of the goods bailed by any third party, the bailee has the right to bring an action against the third party..

CONCLUSION

Contract of bailment involves the transfer of possession of the good from the bailor to the bailee for the specific purpose and both, the bailor and the bailee, have been confronted with some rights and duties which are necessary for them to follow whenever seem suitable. Also, for the contract of bailment to be valid, all the essential features need to be fulfilled. Moreover, bailment of goods is different from the sale of goods as bailment is involved with the transfer of possession while the sale is involved with the transfer of ownership.

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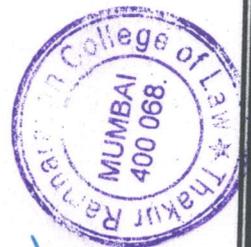
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