

Time: 2 ½ Hours

Total Marks: 75

**Note: 1. All questions are compulsory.**

**2. Figures to the right indicate full Marks.**

**3. Write case law or suitable example wherever it is necessary.**

Q. 1 A) Say whether the following statements are true or false ( any eight ). (8)

1. All agreements are contract.
2. Contract act came in the year 1972.
3. Free consent is an essential element in contract.
4. Guarantee means surety.
5. The sale of goods act 1930, only deals with sale.
6. A cheque has maturity of 3 months.
7. Negotiable Instrument Act came in the year 1981.
8. A promissory note must be in writing.
9. Unpaid seller has a right to retain the goods.
10. Cheque is drawn on banker only.

B) Match the column (any seven). (7)

‘A’

1. Contract act.
2. Consideration.
3. Quasi contract.
4. Sale.
5. Agreement to sell.
6. Negotiable Instruments Act.
7. Cheque.
8. Bill of exchange.
9. Breach of contract.
10. Dishonour.

‘B’

- a. Non intentional
- b. Executed contract
- c. Executory contract
- d. Cash
- e. 1872
- f. Three parties
- g. Breaching contract
- h. Noting
- i. Crossing
- J. 1881

Q.2A) Explain various types of contract in detail. (15)

**OR.**

Q.2B) Distinguish between Agreement and Contract. (8)

C) Discuss the essentials of valid proposal. (7)

Q.3A) When is consent said to be Free Consent? Discuss In detail. (15)

**OR.**

Q.3B) Discuss the duties and liabilities of bailor. (8)

C) Write a note on pledge. (7)

Q. 4A) Who is an unpaid seller? What are various Rights enjoyed by unpaid seller?

Explain.

(15)

**OR.**

Q. 4B) Explain the essentials of contract of sale.

(8)

C) Write a note on implied condition.

(7)

Q.5A) Explain the features of Negotiable Instrument.

(8)

B) Distinguish promissory note with Bill of Exchange.

(7)

**OR**

Q. 5 Short notes ( any three).

(15)

- a) Void agreement
- b) Agency
- c) Types of goods
- d) Bills in set
- e) Holder in due course

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