

QI.A] Answer the following multiple choice questions. [Any 8]

8 mks

- 1) A minor borrows money by representing himself as a major from a money lender. The money lender
 - a) can sue for fraud b) cannot recover the money
 - c) can recover the money on the minor attaining the age of majority d) guardian is liable
- 2) A contract of insurance is a
 - a) contract of guarantee b) contingent contract c) wagering agreement d) unilateral agreement
- 3) Discharge of a contract means
 - a) termination of a contract b) postponing the contract c) discharge of parties d) a and c
- 4) Meaning of deliverable state is
 - a) seller has to do something b) buyer has to do something c) seller has done what is required
 - d) state at which buyer cannot refuse to take possession
- 5) Which is not included in discharge by agreement ?..
 - a) Novation b) remission c) waiver d) anticipatory breach
- 6) Which right is available to an unpaid seller?
 - a) right of lien b) stoppage in transit c) resale d) all of the above
- 7) Maturity of an instrument is
 - a) date on which the instrument is created
 - b) date on which the instrument is payable
 - c) date on which the instrument is signed
 - d) none of the above
- 8) Who is not a party to a Cheque?
 - a) drawer b) drawee c) payee d) acceptor
- 9) Noting is done by
 - a) Parties themselves b) judge of the high court c) district judge d) notary public
- 10) Express Condition may be in
 - a) writing b) oral c) partly oral partly written d) all of them

QI.B) State whether the following statements are True or False (Any 7) :

7 mks

- 1) Social obligation will not create legal relation
- 2) An offer can be in the form of not doing or abstaining.
- 3) A minor is a person below 16 years.
- 4) Undue influence involves the use of mental influence.

- 5) An insolvent is exempted from performance of a contract.
- 6) In a contract of indemnity, minimum 3 parties are necessary.
- 7) In pledge movables is given on security for payment of debt or performance of the promise.
- 8) Hire purchase is governed by Sale of Goods Act, 1972.
- 9) Negotiable instrument can be in terms of money, kind or both.
- 10) Person who sells the goods is not a consumer.

Q.II (A) Explain in brief the various kinds of contracts under Indian Contract Act, 1872 8 mks

(B) Explain the rules relating to valid acceptance 7 mks

OR

(C) State the essentials of a Pledge 8 mks

(D) Explain Agency by Holding Out and Agency by Necessity 7 mks

Q.III (A) Explain the Doctrine of Caveat Emptor and state its exceptions 8 mks

(B) Discuss the rules regarding passing a property under the Sale of Goods Act 7 mks

OR

(C) Who is unpaid seller and what are the various rights to which an unpaid seller is entitled to under the Sale of Goods Act? 8 mks

(D) Explain "Sale" and distinguish it from 'Agreement to Sell' under the Indian Sale of goods Act. 7 mks

Q.IV (A) Distinguish between a Promissory Note and a Bill of Exchange. 8 mks

(B) Explain the Types of Crossing of a Cheque. 7 mks

OR

(C) Explain the meaning of a 'Holder' and state the rights of a 'Holder in due Course' 8 mks

(D) Under what circumstances a Cheque is considered as dishonoured? 7 mks

Q.V. (A) Define and Explain the following terms used in the Consumer Protection Act: 8 mks

- a) Unfair Trade Practices
- b) Manufacturer
- c) Complaint
- d) Service

(B) Who is a Consumer and who is not a Consumer under the Consumer Protection Act, 1986? 7 mks

OR

(C) Short Notes (any 3): 15 mks

- 1) Voidable Contract 2) Essentials of a Fraud 3) Duties of Bailee
- 4) Goods sent on approval or "on Sale or Return" 5) Consumer Dispute
