

Time: 2 ½ Hours

Marks 75

Instructions: 1. All questions are compulsory subject to internal choice
2. Figures to the right indicate the maximum marks assigned.

Q1. A. Fill in the blanks (Any 8)

(8)

- i. Contract which is already performed is called _____ contract
- ii. Minor's property can be liable for _____.
- iii. Condition is a stipulation that is _____.
- iv. Silence by itself will not amount to _____.
- v. Free services are _____ from the definition of consumer.
- vi. Agreement against public policy are _____.
- vii. Although company is an artificial person it is not regarded as _____.
- viii. A _____ company cannot issue a prospectus.
- ix. Cheque does not require _____ by the drawee.
- x. Agreement with an unsound mind is _____.

Q1. B. State whether True or False (any 7)

(7)

- i. Caveat Emptor means buyer beware.
- ii. No consent no contract.
- iii. A private company does not require articles of association.
- iv. Resale is one of the remedies of unpaid seller
- v. An ambiguous instrument is an instrument which may be construed as a Promissory Note or Bills of Exchange.
- vi. Omission of date will invalidate the instrument.
- vii. The Chairman of the District council is the collector.
- viii. Copy of the minutes must be furnished within 10 days of requisition.
- ix. Under the Consumer Protection Act the complaint must be in oral.
- x. EGM must be held within 45 days from the date of deposit of requisition.

Q.2. Answer the following:

- a) Distinction between Agreement and Contract. (8)
- b) Define Acceptance. What are the essential rules regarding Acceptance? (7)

OR

- a) Briefly explain the implied conditions and implied warranties in a Contract of Sale. (8)
- b) Who is an unpaid seller? What are his rights against the buyer? (7)

Q.3: Answer the following:

- a) Explain void agreement and voidable contract in detail. Give an example each. (8)
- b) Define Negotiable Instrument. What are the essentials of a Negotiable instruments? (7)

OR

- a) Discuss the features of a Promissory Note? (8)
- b) Explain the various councils under Consumer Protection Act, 1986 in brief. (7)

Q.4: Answer the following:

- a) Distinguish between Public Company and Private Company. (8)
- b) State the different kinds of meetings for a company. Explain any one. (7)

OR

- a) Explain Doctrine of Indoor Management. (8)
- b) State the advantages and disadvantages of Incorporation of a Company. (7)

Q.5: Answer the following:

- a) What is a Trade Mark? Explain the types of Trade Mark. (8)
- b) What is Patent and what is not patentable? (7)

OR

Q.5: Short Note (Any 3). (15)

- a. Doctrine of Constructive Notice
- b. Special Resolution
- c. Dishonour of a cheque under section 138 of Negotiable Instrument
- d. Abridged Prospectus
- e. Voting by Postal Ballot