

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
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