

4BMS

Duration: 2 1/2 Hours

Max Marks: 75

Instructions: 1. Figures to right indicates the marks assigned

2. All Questions are compulsory. Only internal options are given.

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

(08)

1. A person making proposal is called \_\_\_\_\_.
2. Age limit for making contract is \_\_\_\_\_.
3. MOA has \_\_\_\_\_ clauses.
4. In Hire Purchase, the payment is made in \_\_\_\_\_.
5. In a private company maximum number of person is \_\_\_\_\_.
6. A third party to the contract is a \_\_\_\_\_ to a contract, thus cannot sue.
7. There are \_\_\_\_\_ kinds of resolutions that may be passed by a company.
8. For trees protection under plant varieties is granted for \_\_\_\_\_ years.
9. Patent is granted for \_\_\_\_\_ years.
10. Negotiable Instrument must be in \_\_\_\_\_.

**B. State whether True or False: (Any 7)**

(07)

1. Caveat Emptor means buyer beware.
2. Repudiation of a contract means to cancel the contract.
3. Goods bought on trial basis are considered to be sale.
4. An ambiguous instrument is an instrument which may be construed as a Promissory Note or Bill of Exchange.
5. A private company does not require articles of association.
6. Under the Consumer Protection Act the complaint must be in oral.
7. Copy of the minutes must be furnished within 14 days of requisition.
8. Object Clause can be amended without resolution.
9. In contract of sale, Money is consideration.
10. Resale is one of the remedies of unpaid seller.

**Q2. Answer the following:**

a. Define contract. What are the essentials of valid contract? (08)

b. Define Consideration. What are the essential rules for consideration? (07)

**OR**

a. Briefly explain the implied conditions and implied warranties in a Contract of Sale. (08)

b. Who is an unpaid seller? What are his rights against the buyer? (07)

**Q3. Answer the following:**

- a. Distinguish between Cheque and Bill of Exchange. (08)
- b. State the different modes of discharge by impossibility of performance? (07)

**OR**

- a. Discuss the essential characteristics of a Promissory Note? (08)
- b. Explain the various councils under Consumer Protection Act, 1986. (07)

**Q4. Answer the following:**

- a. Define company. What are the features of a company? (08)
- b. Explain in detail Doctrine of Constructive Notice. Are there any exceptions to the same. (07)

**OR**

- a. Who is a member? Who can become a member of a company? (08)
- b. What is Quorum? State the provisions as per Companies Act. (07)

**Q5. Answer the following:**

- a. Explain the nature of Intellectual Property Right (IPR). (08)
- b. Explain Copyright as per Intellectual Property Rights. (07)

**OR**

**Q5. Short note (Any 3):**

- a. Doctrine of Indoor Management
- b. Plant varieties
- c. Caveat Emptor
- d. Classification of good.
- e. Dishonour of a cheque under section 138 of Negotiable Instrument

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