

- Instructions:** [1]. All questions are compulsory.
 [2]. All questions carry equal marks.
 [3]. Right sides in the brackets indicate full marks.

Q.1A] Answer the following multiple choice questions. [Any 8]

1] An agreement with of by a minor is ----- [8]

- A] Void
 B] Voidable at the option of a minor
 C] Voidable at the option of the other party
 D] Valid

2] A wagering agreement is -----

- A] Forbidden by law
 B] Immoral
 C] Opposed to public policy
 D] None of these

3] A contract of indemnity is a -----

- A] Contingent contract
 B] Wagering contract
 C] Quasi Contract

4] General property in goods means -----

- A] Ownership
 B] Possession
 C] Delivery
 D] Subject matter of contract

5] In case of breach of condition the seller -----

- A] Buyer can reject the goods
 B] Only sue for damages
 C] Does not have any right under the sale of goods act

6] Risk prima facie passes with -----

- A] Possession
 B] Payment of price
 C] Ownership

7] ----- is a person who draws a bill

- A] drawer
 B] Drawee
 C] Payee

8] ----- means any allegation in writing made by a complainant

- A] Complaint
 B] Resale
 C] Commercial purpose

9] Right of lien available to the unpaid seller is -----

- A] Particular lien
 B] General lien
 C] Equitable lien

10] The right of subrogation in a contract of guarantee is available to the -----

- A] Creditor
 B] Principal debtor
 C] Surety

Q. 1B] Say True or False [Any 7]

- 1] Death of the surety does not put an end to the contract of guarantee.
 2] Contract creates legal obligations.
 3] Acceptance can be given partially.
 4] Past consideration is no consideration.
 5] The right of stoppage in transit begin offer the termination of lien.
 6] Payee is the person to whom money is to be paid.

[7]

- 7] Consumer is a person who buys goods without consideration.
- 8] In a contract of sale, money is a consideration.
- 9] A contract of insurance is a wagering agreement.
- 10] Unascertained goods are same as generic goods.

Q. 2a] Define Contract. & explain various elements of a contract. [8]

Q.2b] Explain various Essentials of a valid proposal. [7]

OR

Q.2c] Explain distinguish between agreement & contract. [8]

Q.2b] what are the various ways in which a contract may be discharged? [7]

Q. 3a] Explain various rights of the Buyer. [8]

Q.3b] Explain distinguish between Sale & Agreement to sell. [7]

OR

Q.3c] Explain various rights of an unpaid seller. [8]

Q. 3d] Explain distinguish between Condition & Warranty. [7]

Q. 4a] Explain various characteristics of negotiable Instruments. [8]

Q. 4b] Explain the concept of Bills of exchange. Explain various parties & elements of it. [7]

OR

Q.4c] Explain distinguish between promissory Note & Bills of exchange. [8]

Q. 4d] When is negotiable instrument said to be discharges? [7]

Q.5a] Explain various objects of the consumer protection Act 1986. [8]

Q. 5b] What is an unfair Trade practices, Explain in detail. [7]

OR

Q.5c] Write a short Note [Any 3 out of 5] [15]

- 1] Auction Sale
- 2] Consumer Dispute
- 3] Contract of Guarantee
- 4] Hire purchase agreement
- 5] Promissory note.
