

- N.B. 1. All questions are compulsory. 2. Internal options given and Figures to the right indicate full marks. 3. Illustrate answer with examples where necessary. 4. Answer each question on a **new page**. 5. Always write the full question No. and sub-No. in margin before answering.

Q.1A **Fill in the blanks**, Answer any 08 of the 10:

(8)

- 1.A.a The terms of the Proposal must be certain and not _____.
- 1.A.b Offer + Acceptance = _____.
- 1.A.c A condition can be treated as _____.
- 1.A.d An agreement _____ by law is a Contract.
- 1.A.e A Negotiable Instrument has to be in _____.
- 1.A.f In case of Private Company, the minimum number of members required is _____.
- 1.A.g There are _____ clauses in Memorandum of Association.
- 1.A.h Although a Company is an artificial person, it is not regarded as a _____.
- 1.A.i In Hire Purchase, the payment is made in _____.
- 1.A.j A third party to the contract is a _____ to a contract, thus cannot sue.



Q.1B **State whether True or False**, Answer any 07 of the 10:

(7)

- 1.B.i In sale ownership is transferred at future date.
- 1.B.ii A Negotiable Instrument is always transferable.
- 1.B.iii Registration of Company is optional.
- 1.B.iv Under the Consumer Protection Act, 1986 the complaint must be in writing.
- 1.B.v A person with unsound mind can never enter into a contract.
- 1.B.vi Intellectual Property Right grants ownership rights.
- 1.B.vii There is no prospectus in case of a private company.
- 1.B.viii Caveat Emptor means buyer beware.
- 1.B.ix A Company can be limited by shares, guarantee or unlimited.
- 1.B.x Geographical indication is granted for 10 years.

Answer the following:

Q.2a Define Contract? Explain essentials of a valid Contract.

(15)

OR

Q.2b Discuss minor's agreement.

(8)

Q.2c Distinguish between Sale and Hire Purchase.

(7)

Q.3a Who is an unpaid seller? What are his rights against the buyer?

(15)

OR

Q.3b Who is a Consumer? What are the objects of Consumer Protection Act, 1986?

(8)

Q.3c Explain the characteristics of a Negotiable Instrument?

(7)

Q.4.a Define Company. What are the features of a Company?

(15)

OR

Q.4.b Explain the different kinds of Meetings?

(8)

Q.4c What is Memorandum of Association(MOA)? What are the different clauses under MOA?

(7)

Q.5 Explain the nature of Intellectual Property Rights (IPR)?

(15)

OR

Q5 Write explanatory notes on **any Three**:

(5 marks each)

5a. Doctrine of Caveat Emptor.

5b. Free Consent.

5c. Articles of Association.

5d. Copyright.

5e. Promissory Note.