

Duration: 2 ½ Hours.

Total Marks: 75.

- 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]

[8]

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

[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] 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.
