

Time: 2½ hrs.

Marks:75

- Note:
1. All questions are compulsory with Internal choice.
 2. Draw neat diagrams wherever necessary.
 3. Figures to the right indicate full marks.

Q.1 (A) Fill in the blanks with the correct answer from the alternatives given below. (08)

(Attempt any 8)

- i) The sale of goods act came into force on _____.
 - a) 1st June 1930
 - b) 1st July 1930
 - c) 1st August 1929
 - d) 1st September 1928
- ii) The person named in the instrument to whom or to whose order the money is by the instrument directed to be paid is called _____.
 - a) Payee
 - b) Drawee
 - c) Drawer
 - d) Holder
- iii) The rate at which RBI discounts approved bill of exchange is _____.
 - a) Promise rate
 - b) Repo rate
 - c) Discount rate
 - d) Bank rate
- iv) The person to whom goods are delivered is called _____.
 - a) Bailor
 - b) Bailee
 - c) Promisee
 - d) Promisor
- v) The term deficiency is always used in relation to _____.
 - a) Services
 - b) Goods
 - c) Property
 - d) Movable items
- vi) _____ means accepting an act which is being done without the authority of the person.
 - a) Rectification
 - b) Ratification
 - c) Reasoning
 - d) Realisation
- vii) Payment by an interested person is a type of _____.
 - a) Quasi contract
 - b) Contingent contract

- c) Valid contract
- d) Void contract

viii) A bill of exchange contains an _____.

- a) Conditional order
- b) Conditional request
- c) Unconditional order
- d) Unconditional request

ix) The minimum number of members required in case of national commission is _____.

- a) 3
- b) 4
- c) 5
- d) 6

x) Which of the following cannot be said to be included in the term goods ?

- a) Stock
- b) Shares
- c) Growing crops
- d) Actionable claim

Q.1 (B) State whether the following statements are true or false. (Attempt any 7) (07)

- i) The central council shall conduct at least 2 meetings in every year.
- ii) An agreement which is enforceable by law at the option of other is a voidable contract.
- iii) Sale is an executed contract.
- iv) A payment through bearer cheque are said to be the unsafe method.
- v) The agreements which are in restraint of trade are void.
- vi) A person who obtains goods free of charge is a consumer.
- vii) The price is defined as the consideration for the sale of goods.
- viii) Flaw in capacity to contract may arise from lack of consideration.
- ix) The actual delivery involves the delivery of thing in token.
- x) The conditions and warranties in a sale of goods must be implied.

Q.2 (a) Explain the valid essentials of a contract. (07)
(b) Explain kinds of agents in detail. (08)

OR

Q.2 (p) Explain the types of contract. (07)
(q) Distinguish between agreement and contract. (08)

Q.3 (a) Explain the rights of unpaid seller. (07)
(b) Define promissory note and state its essentials. (08)

OR

Q.3 (p) Distinguish between indemnity and guarantee. (07)
(q) Explain doctrine of caveat emptor. (08)

Q.4 (a) State the reasons for enacting consumer protection act. (07)

(b) Explain the rights of consumer.

(08)

OR

Q.4 (p) Explain types of cheque in detail.

(07)

(q) Distinguish between state commission and national commission.

(08)

Q.5 (a) Explain the modes of discharge of contract.

(07)

(b) Explain implied conditions under sale of goods act.

(08)

OR

Q.5 Write a short note on : (Attempt any 3)

(15)

i) Auction sale

ii) Defect in goods

iii) Bailment

iv) Proposal

v) Bill of exchange

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