

Time: 2½ hrs.

Marks:75

Note:

1. All questions are compulsory with internal options.
2. The figures to the right indicate full marks.
3. Draw a neat diagram wherever necessary.

Q. 1 (A) Fill in the blanks with the correct answer from the alternatives given below. (08)
(Attempt any 8)

- (1) The case of Mohiri Bibi v. Dharmodas ghose deals with-
 (a) communication of offer (b) minor's agreement
 (c) lunatic's agreement (d) a Fraud
- (2) A patent is granted for _____ years.
 (a) 20 (b) 60
 (c) 5 (d) 13
- (3) Consideration means _____
 (a) to give proposal (b) something in return
 (c) to consider (d) something important
- (4) Agreement to sell Creates a _____
 (a) right in rem (b) right in personam
 (c) general right (d) human right
- (5) An offer when accepted becomes _____
 (a) proposal (b) consent
 (c) promise (d) acceptance
- (6) A person below the age of _____ is considered as a minor.
 (a) 32 (b) 18
 (c) 20 (d) 14
- (7) President of the National commission is a person who is or has been _____
 (a) district judge (b) Judge of the high court
 (c) Judge of the Supreme court (d) president of india
- (8) The minimum number of people required for formation of a private company are _____.
 (a) 10 (b) 2
 (c) 7 (d) 4
- (9) There are _____ Clauses in a memorandum of association.
 (a) 2 (b) 4
 (c) 6 (d) 8
- (10) Negotiable instrument must be _____.
 (a) oral (b) written
 (c) oral and written (d) none of the above

(B) State whether the following statements are True or False. (Attempt any 7) (07)

- (1) In a public company there are restrictions on transfer of shares.
- (2) No consideration, no contract.
- (3) Intellectual Property Rights grants ownership rights.
- (4) Name Clause can be amended without resolution.
- (5) The Consumer Protection act extends to the whole of India.
- (6) A private company does not require articles of association.

- (7) A promissory note is an unconditional order to pay.
- (8) A person with an sound mind can never enter into a contract
- (9) Caveat emptor means buyer beware.
- (10) Resale is one of the remedies of an unpaid seller.

- Q.2** (a) State and explain the essentials of a valid contract. (08)
 (b) Explain the law relating to competence of parties to a contract. (07)

OR

- Q.2** (p) Who is an unpaid seller? Explain the rights of an unpaid seller (08)
 (q) Distinguish between Condition and Warranty. (07)

- Q.3** (a) What is a negotiable Instrument? Explain its characteristics. (08)
 (b) Distinguish between Cheque and Promissory note. (07)

OR

- Q.3** (p) Define a consumer. Explain the objects of the Consumer Protection Act, 1986. (08)
 (q) Distinguish between State Commission and National Commission. (07)

- Q.4** (a) Define a company. Explain the features of a company. (08)
 (b) Distinguish between Transfer and Transmission of shares. (07)

OR

- Q.4** (p) Distinguish between Memorandum of Association & Articles of Association. (08)
 (q) Explain Memorandum of Association & its clauses. (07)

- Q.5** (a) Explain Intellectual Property Rights in brief. (08)
 (b) What is a trademark? What are the different types of trademark? (07)

OR

- Q.5** (p) Write short notes on (Attempt any 3) (15)
 (1) District Forum
 (2) Articles of association
 (3) Valid Proposal
 (4) Who is a consumer and who is not a consumer as per Consumer Protection Act.
 (5) Requirements of a valid meeting.

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