

Time: 2½ hrs.

Marks:75

- Note:
1. All questions are compulsory with internal options.
 2. Figures to the right indicate full marks.
 3. Draw neat diagram wherever necessary.

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

- (1) The case of Mohiri Bibi v. Dharmodas Ghose, deals with _____.
 - a) communication of offer
 - b) communication of acceptance
 - c) minor's agreement
 - d) fraud
- (2) Consideration means _____.
 - a) something in return
 - b) to give proposal
 - c) to consider
 - d) barter exchange
- (3) The term property in relation to a contract of sales means _____.
 - a) Price
 - b) all type of property
 - c) ownership in goods
 - d) land
- (4) The Sale of goods act deals with _____.
 - a) movable property
 - b) immovable property
 - c) building
 - d) money and actionable claims
- (5) Agreement to sell creates a right in _____.
 - a) rem
 - b) personam
 - c) general right
 - d) None of these
- (6) There are _____ parties to a cheque.
 - a) 2
 - b) 3
 - c) 5
 - d) 4
- (7) _____ days of grace are allowed in the Bill of exchange.
 - a) 3
 - b) 4
 - c) 6
 - d) 7
- (8) The Negotiable Instruments act was passed in the year _____.
 - a) 1881
 - b) 1930
 - c) 1978
 - d) 1990
- (9) There are _____ Negotiable instruments as per the act.
 - a) 4
 - b) 6
 - c) 7
 - d) 3

(10) Warranty is a _____ stipulation.

- a) important
- b) essential
- c) collateral
- d) external

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

- (1) A HUF is included in person according to the Consumer protection act.
- (2) Free Consent is a consent free of cost.
- (3) No Consideration, no contract.
- (4) Resale is a right of an unpaid seller.
- (5) Right to safety is a consumer right.
- (6) Under the Consumer Protection Act, Complaints must be in written form.
- (7) An agreement enforceable by law is a valid agreement.
- (8) 7 Days of grace is granted to cheque holders
- (9) A cheque is valid for a period of three months.
- (10) Agreement to sell has a right in personam

Q.2 A State and explain the essentials of a valid proposal. (07)

B Define Contract. State and explain the essentials of a valid contract. (08)

OR

Q.2 P Explain Bailment, explain the rights and duties of bailor and bailee. (07)

Q "No Considerations, no contract". Discuss and state exceptions to the rule. (08)

Q.3 A Who is an unpaid seller? Explain the rights of an unpaid seller. (07)

B Distinguish between condition & warranty. (08)

OR

Q.3 P Distinguish between sale and agreement to sell. (07)

Q Explain Hire purchase agreement (08)

Q.4 A What is a negotiable Instrument? Explain it's characteristics. (07)

B Distinguish between Promissory Note and Bill of Exchange. (08)

OR

Q.4 P Define a cheque. State different types of cheques. (07)

Q Distinguish between cheque and Bill of Exchange. (08)

Q.5 A Define a consumer. Explain the Salient features of the Consumer Protection Act, 2019 (07)

B Explain who is a consumer and who is not a consumer. (08)

OR

Q.5 Write short notes on (Attempt any 3) (15)

- (1) Pledge
- (2) Contract of Indemnity
- (3) Caveat Emptor
- (4) Unfair Trade practices
- (5) Auction sales

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