

Duration: 2hrs

INSTRUCTIONS:

1. All questions are compulsory. However internal choice is available.
2. Figures to the right indicate full mark
3. Answer sub-questions in question no. III to V in not more than 400 words
4. Answer sub-questions in question no. I and II in not more than 100 words

(4 X 3=12)

Q.I. Answer any three of the following:

1. Write a short note on Unpaid seller.
2. Mr. Ram aged 58 years was employed in a Government Department. He was going to retire after two years. Mr. Roy made a proposal to Mr. Ram to apply for voluntary retirement from his post so that Mr. Roy can be appointed in his place. Mr. Roy offered a sum of Rupees 10 lakhs in order to induce him to retire. Mr. Ram refused at first instance but when he calculated the amount offered as consideration is just double of his cumulative remuneration to be received during the tenure of two years of employment, He agreed to receive the consideration and accepted the above agreement to retire from his office. Whether the above agreement is valid? Explain with reference to the provisions of the Indian Contract Act 1872.
3. Mrs. Geeta went to the local rice and wheat whole sale shop and asked for 100 kgs of Basmati rice. The shopkeeper quoted the price of the same as 150 per kg to which she agreed. Mrs. Geeta insisted that she would like to see the sample of what will be provided to her by the shopkeeper before she agreed upon such purchase. The shopkeeper showed her a bowl of rice as sample. The sample exactly corresponds to entire lot. The buyer examined the sample casually without noticing the fact that even though the sample was that of Basmati rice but it contained mix of long and short grains. The cook on opening the bags complained that the dish if prepared with the rice would not taste the same as the quality of rice was not as per requirement of the dish. Now Mrs. Geeta wants to file a suit of fraud against the seller alleging him of selling mix of good and cheap quality rice. Decide the fate of the case and options open to the buyer for grievance redressal as per provisions of Sale of Goods Act 1930.
4. Mr. Shiva found a wallet in a restaurant. He enquired of all the customers present there but the true owner could not be found. He handed over the same to the manager of the restaurant to keep till the true owner is found. After a week he went back to the restaurant to enquire about the wallet. The manager refused to return it back to Shiva, saying that it did not belong to him. In the light of Indian Contract Act 1872 explain with reasons whether Shiva can recover wallet from the manager?

5. State with reasons whether the following agreements are valid or void;

- A clause in a contract provided that no action should be brought upon in case of breach
- Aman offers to sell his Maruti Alto car to yogesh. Yogesh believes that Aman has only Wagon R car but agrees to buy it.
- Mr. Prakash a physician and surgeon, employs Dr. Rehan as an assistant on a salary of Rupees 75,000 per month for a term of two years and Rehan agrees not to practice as a surgeon and physician during these two years.
- Mr. Rohan promises to drop a prosecution which he has initiated against Mr. Paul for robbery and Paul promises to restore the value of things taken.

Q.II. Answer any three of the following:

(4 X 3=12)

1. Write a short note on Endorsement.
2. Explain briefly Conciliation
3. Define Promissory note and mention the essentials of Promissory note.
4. Bring out the difference between Arbitration and Conciliation.
5. Mention the modes of termination of Conciliation proceedings

QIII (a) Enumerate the law relating to persons incompetent to contract and state the legal position of the contracts by such incompetent persons

OR

(12)

QIII (a) Explain the law relating to Implied Conditions and Warranties as provided under the Sale of Goods Act 1930

QIV (a) Section 138 of Negotiable Instruments Act 1881 provides for penalty of imprisonment and fine if cheque issued is bounced. Explain in accordance with the relevant provisions of Negotiable Instrument Act 1881.

OR

(12)

QIV (b) Describe Arbitration as an alternate dispute redressal mechanism.

QV (a) Explain Bailment as a type of a special contract and enumerate the Rights and Duties of Bailor

(6)

QV (b) Elucidate the concept of Agency and the various modes of creation of Agency.

(6)

OR

QV(c) Explain the various modes in which a contract is discharged.

(6)

QV (d) What are the remedies available to the aggrieved person in case of breach of contract? (6)