

1. (a) State the reasons whether the following statements are true or false :

(i) All the contracts are agreements but all agreements are not contracts.

(ii) Mere mental acceptance is no acceptance in the eyes of law. (6+6=12)

(b) X intends to sell his horse to Y. The horse is unsound and X prepared a forged certificate of fitness by a veterinary doctor and put it on the door of the stable. Y without looking at the certificate on stable's door purchased the horse and later came to know that horse is not sound. Can Y cancel the contract on the basis of fraud of X. Give reasons. (6)

OR

(c) (i) "Insufficiency of consideration is immaterial but an agreement without consideration is void" Comment by citing exceptions of the above statement.

(ii) An agreement with the minor is absolutely void. Comment on the statement by citing necessary case law. (6+6=12)

(d) Mr. A gives money to Mrs. B, a married woman, to obtain a divorce from Mr. C, her husband. Mr. A promised to marry Mrs. B subsequently. Can Mr. A recover the amount, if promise is not fulfilled? (6)

2. (a) The status of finder of goods is just like a bailee. Comment.

(b) Explain the nature and extent of surety's liability in a contract of guarantee.

(c) "Impossibility of performance is a rule, not an excuse for non-performance of contract". Comment. (6+6+6=18)

OR

(d) Difference between bailment and pledge.

(e) The liability of the surety is co-extensive with that of the principal debtor. State the reason.

(f) "A minor is liable to pay for the necessities of life". Comment. (6+6+6=18)

3. (a) Explain the breach of contract and how the contract get discharged by breach of law with suitable examples. (9)

(b) Mr. A, purchased specific goods from seller Mr. B, relying on him about its conditions of goods purchased but later on finds hidden structural defects in the goods purchased. Discuss the doctrine of caveat emptor whether it applies in Mr. A's situation under the contracts for sale of specific goods or not under the Sales of Goods Act, 1930. (9)

OR

(c) Explain the different ways in which the contract can be discharged by citing suitable examples. (9)

(d) Mr. X made order of 400 units of a specific crop products from a farmer Mr. Y. In the light of above illustration discuss the subject matter and types of goods which forms the subject matter of a contract of sale under sales of Goods Act, 1930. (9)

4. (a) "A certificate of Incorporation is a conclusive proof that all the legal requirements have been complied with". Explain the statement. (9)

(b) A designated partner resigns from an LLP without notifying the Registrar of Companies. Explain the provisions related to Designated partners and what are the implication for LLP and the partners under the limited Liability Partnership Act, 2008. (9)

OR

(c) In an LLP firm, if a partner dies or all the designated partners pass away, will it affect its operations? Explain the feature of feature of separate legal entity and perpetual existence in relation to an LLP. (9)

(d) Explain the difference between sale and agreement to sale and give brief outlook on the rights of unpaid sellers and Implied conditions in the contract of sale as per sales of goods Act, 1930. (9)

5. (a) XYZ, a partnership firm has three partner wants to convert into an LLP to limit their liability. Explain the procedure and effect of conversion of a partnership into LLP under limited liability Partnership Act, 2008. (12)

(b) "All the partner are liable to the extent of their agreed contribution in the LLP". Discuss with the help of example how profits are allocated among partners when there is a conflict among the partners under the Limited Liability Partnership Act, 2008. (6)

OR

(c) Discuss how the LLP removes the drawbacks of traditional partnership and taken key advantages of company. (6)

(d) Write a short note on any two :

(i) Whistle Blower

(ii) Nature of lien

(iii) Rules relating to change in the name of LLP

(iv) Indemnity and guarantee (6×2=12)