

Instruction to Candidates:

- 1) Section - A is compulsory.
- 2) Attempt any Nine questions from Section - B.

Section-A

Q1) [15 × 2 = 30]

- a) Is a person bound by the terms printed on a ticket issued to him and which he has not read?
- b) Discuss how far agreements in restraint of trade are enforceable in India.
- c) Discuss the effect of supervening impossibility on the performance of contract.
- d) Explain Exemplary damages.
- e) Define Novation.
- f) What do you understand by implied warranty of quiet possession.
- g) What is meant by caveat emptor?
- h) When goods are deemed to be in transit?
- i) Explain Holder in due course.
- j) What are the presumptions in respect of negotiable instrument?
- k) Differentiate between Reinsurance and Double insurance.
- l) Distinction between common carrier and private carrier.
- m) What is meant by statutory company?
- n) When First Annual General meeting is Convened in case of company?
- o) Differentiate between Direct and Indirect Taxes.

Section-B

[9 × 5 = 45]

- Q2) What tests would you apply to ascertain an agreement is a contract or not?
- Q3) Does a threat to commit suicide amount to coercion? What is its effect?
- Q4) What is meant by Marking and Crossing of a Cheque? Explain different types of crossing.
- Q5) What is meant by dishonour by Non-acceptance and dishonour by Nonpayment?
- Q6) "Once the possession of goods lost Right of lien is also lost." Explain.
- Q7) Explain contract of sale. State its essential characteristics.
- Q8) What is a right of subrogation? Does the principle of subrogation apply only to property Insurance?
- Q9) Discuss the liabilities of a common carrier in India.
- Q10) "A company is distinct from its members." Justify.
- Q11) "Certificate of incorporation is said to be a conclusive evidence of existence of company." Explain.
- Q12) "Statutory meeting is to be convened once during the life time of a company." Explain.
- Q13) Discuss the main features of central excise.