

2013

[This question paper contains 4 printed pages.]

Sr. No. of Question Paper : 1629

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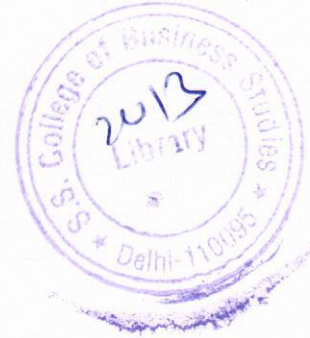
Name of the Paper : Legal Aspects of Business II

Name of the Course : Bachelor of Financial and Investment Analysis

Semester : II

Duration : 3 Hours

Maximum Marks : 75



Instructions for Candidates

1. Write your Roll No. on the top immediately on receipt of this question paper.

PART A

State whether the following statements are true or false, with reasons.

1. A contract of buying a washing machine by paying cash at the counter is not a valid contract.
2. The proposal can be revoked at any time, by the offerer.
3. A contract entered under fraud is a valid contract.
4. The death of surety automatically terminates the contract of guarantee.
5. An agreement to refer a future dispute to an arbitrator is an agreement in restraint of legal proceedings.
6. A contract is discharged when there is difficulty of performance.

P.T.O.

7. In a partnership agreement, an individual partner cannot limit the liability.
8. In a contract of sale of goods, if the goods are destroyed, the seller has to bear the loss.
9. Bailee is not under an obligation to return the goods after the period of bailment.
10. In a contract of sale of goods, exchange of goods and payment of price has to take place simultaneously. (2×10=20)

PART B

1. 'A' offers to sell his car on 10th December, 2012 in a telephonic conversation and B immediately gives his acceptance. Later B changes his mind and withdraws his acceptance. Is the revocation valid ?
2. A bicycle dealer sells a bicycle on 11th December, 2012 for Rs. 5000 and collects Rs. 1000 on delivery and rest of the amount in 2 installments in the next 2 months. Do you think this is a transaction of sale of goods ?
3. Y leaves his car in the service station for half-yearly maintenance. A brief case containing some important documents, which was in the car was kept in the locker of the service station and was misplaced. Can Y sue the owner of the service station for his negligence ?
4. 'A' walks to B's shop and picks up an article and pays for it at the counter. B's servant, who was in the shop, accepts the payment. Is this a valid contract ?

5. An unregistered partnership firm sold sugar worth Rs. 1,00,000 to a restaurant owner, who gave a cheque but the cheque was dishonoured. Can the partnership firm file a suit for the recovery of the amount ?

(3×5=15)

PART C

Answer any 3 questions.

1. Explain with the help of decided cases, the rules relating to the communication of offer, acceptance and revocation.
2. When is a contract discharged, by subsequent or supervening impossibility ? Discuss the cases not covered by the supervening impossibility.
3. Discuss the essential features of a special contract when the movable property goes into the custody of another without change of ownership. What are the duties of the person who takes the possession of such goods ?
4. Explain briefly the provision of sale of goods with regard to the passing of property in case of :
 - (a) Ascertained goods
 - (b) Unascertained goods
 - (c) Goods sold on approval or return basis.

Explain the following concepts in the context of 'sale of goods' :

- (a) Condition as to title
- (b) Sale by description

(10×3=30)

P.T.O.

PART D

Write short notes on **any 2** of the following :

(i) Duties of the partner

(ii) Mistake

(iii) Contract of indemnity

(5×2=10)