

Roll No.

Total No. of Questions – 11

Total No. of Printed Pages – 16

Time Allowed – 3 Hours

Maximum Marks – 100

ZPF-H

IMPORTANT INSTRUCTIONS TO CANDIDATES

1. Questions in Section A are to be answered in the medium opted by the candidate. If a candidate has not opted for Hindi medium, his/her answers in Hindi, will not be evaluated.
2. Questions in Section B, are to be answered in English only, by all the candidates, including those who have opted for Hindi medium.
3. Answers to both the Sections are to be written in the same answer book.

SECTION –A (60 Marks)

Question No. 1 is compulsory.

Answer any **four** questions from the remaining **five** questions.

Marks

1. (a) Mr. S aged 58 years was employed in a Govt. Department. He was going to retire after two years. Mr. D made a proposal to Mr. S to apply for voluntary retirement from his post so that Mr. D can be appointed in his place. Mr. D offered a sum of ₹ 10 Lakhs as consideration to Mr. S in order to induce him to retire. 4
Mr. S refused at first instance but when he evaluated 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 receive money to retire from his office.
Whether the above agreement is valid ? Explain with reference to provision of Indian Contract Act, 1872.

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(4)

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Marks

5. (a) Mr. T was a retail trader of fans of various kinds. Mr. M came to his shop and asked for an exhaust fan for kitchen. Mr. T showed him different brands and Mr. M approved of a particular brand and paid for it. Fan was delivered at Mr. M's house; at the time of opening the packet he found that it was a table fan. He informed Mr. T about the delivery of the wrong fan. Mr. T refused to exchange the same, saying that the contract was complete after the delivery of the fan and payment of price. **6**
- (i) Discuss whether Mr. T is right in refusing to exchange as per provisions of Sale of Goods Act, 1930 ?
- (ii) What is the remedy available to Mr. M ?
- (b) Explain Doctrine of 'Indoor Management' under the Companies Act, 2013. Also state the circumstances where the outsider cannot claim relief on the ground of 'Indoor Management'. **6**
6. (a) The general rule is that an agreement without consideration is void. Discuss the cases where the agreement though made without consideration will be valid and enforceable as per Indian Contract Act, 1872. **5**
- (b) Discuss the liability of a partner for the act of the firm and liability of firm for act of a partner to third parties as per Indian Partnership Act, 1932. **4**
- (c) SK Infrastructure Limited has a paid-up share capital divided into 6,00,000 equity shares of INR 100 each. 2,00,000 equity shares of the company are held by Central Government and 1,20,000 equity shares are held by Government of Maharashtra. Explain with reference to relevant provisions of the Companies Act, 2013, whether SK Infrastructure Limited can be treated as Government Company. **3**

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(3)

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Marks

- (c) Mr. B makes a proposal to Mr. S by post to sell his house for ₹ 10 lakhs and posted the letter on 10th April 2020 and the letter reaches to Mr. S on 12th April 2020. He reads the letter on 13th April 2020. Mr. S sends his letter of acceptance on 16th April 2020 and the letter reaches Mr. B on 20th April 2020. On 17th April Mr. S changed his mind and sends a telegram withdrawing his acceptance. Telegram reaches to Mr. B on 19th April 2020.

6

Examine with reference to the Indian Contract Act, 1872 :

- (i) On which date, the offer made by Mr. B will complete ?
(ii) Discuss the validity of acceptance.
(iii) What would be validity of acceptance if letter of revocation and letter of acceptance reached together ?

4. (a) What are the differences between a 'Condition' and 'Warranty' in a contract of sale ? Also explain, when shall a 'breach of condition' be treated as 'breach of warranty' under provisions of the Sale of Goods Act, 1930 ?

6

- (b) M, N and P were partners in a firm. The firm ordered JR Limited to supply the furniture. P dies, and M and N continues the business in the firm's name. The firm did not give any notice about P's death to the public or the persons dealing with the firm. The furniture was delivered to the firm after P's death, fact about his death was known to them at the time of delivery. Afterwards the firm became insolvent and failed to pay the price of furniture to JR Limited.

6

Explain with reasons :

- (i) Whether P's private estate is liable for the price of furniture purchased by the firm ?
(ii) Whether does it make any difference if JR Limited supplied the furniture to the firm believing that all the three partners are alive ?

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P.T.O.

(b) ABC Limited was registered as a public company. There were 245 members in the company. Their details are as follows :

Directors and their relatives	190
Employees	15
Ex - employees (shares were allotted when they were employees)	20
Others	20

(Including 10 joint holders holding shares jointly in the name of father and son)

The Board of directors of the company propose to convert it into a private company. Advice whether reduction in the number of members is necessary for conversion.

(c) What are the rules which regulate the Sale by Auction under the Sale of Goods Act, 1930 ? 4

2. (a) Define the term acceptance under the Indian Contract Act, 1872. Explain the legal rules regarding a valid acceptance. 7

(b) State the circumstances under which a LLP and its partners may face unlimited liability under the Limited Liability Partnership Act, 2008. 5

3. (a) (i) What do you mean by "Particular Partnership" under the Indian Partnership Act, 1932 ? 2

OR

(ii) Who is a nominal partner under the Indian Partnership Act, 1932 ? What are his liabilities ? 2

(b) "Business carried on by all or any of them acting for all." Discuss the statement under the Indian Partnership Act, 1932. 4

Foundation (New Syllabus)

Paper - 2

JUL 2021

Roll No.
Business Law & Business
Correspondence and Reporting

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Questions in Section-A are to be answered in the medium opted by the candidate. If a candidate has not opted for Hindi Medium, his/her answers in Hindi will not be evaluated.

Questions in Section-B, are to be answered in English only, by all the candidates, including those who have opted for Hindi medium.

Answer to both the Sections are to be written in the same answer book.

SECTION-A

Question No. 1 is compulsory.

Answer any four questions out of the remaining five questions.

PYC-H

P.T.O.

Section A

1. (a) State with reason(s) whether the following agreements are valid or void :

4

(i) A clause in a contract provided that no action should be brought upon in case of breach.

(ii) Where two courts have jurisdiction to try a suit, an agreement between the parties that the suit should be filed in one of those courts alone and not in the other.

(iii) X offers to sell his Maruti car to Y. Y believes that X has only Wagon R Car but agrees to buy it.

(iv) X, a physician and surgeon, employs Y as an assistant on a salary of ₹ 75,000 per month for a term of two years and Y agrees not to practice as a surgeon and physician during these two years.

(b) Y incorporated a "One Person Company (OPC)" making his sister Z as nominee. Z is leaving India permanently due to her marriage abroad. Due to this fact, she is withdrawing her consent of nomination in the said OPC. Taking into considerations the provisions of The Companies Act, 2013 answer the questions given below :

4

(i) Is it mandatory for Z to withdraw her nomination in the said OPC, if she is leaving India permanently ?

(ii) Can Z continue her nomination in the said OPC, if she maintained the status of Resident of India after her marriage ?

(c) "Risk Prima Facie passes with property." Elaborate in the context of The Sales of Goods Act, 1930.

4

(3)

PYC-H

Marks

2. (a) Explain the term Contingent Contract with reference to The Indian Contract Act, 1872 with the help of an example. Also discuss the rules relating to enforcement of a contingent contract. **7**
- (b) Limited Liability Partnership (LLP) gives the benefits of limited liability of a company on one hand and the flexibility of a partnership on the other. Discuss. **5**
3. (a) Define Implied Authority. In the absence of any usage or custom of trade to the contrary, the implied authority of a partner does not empower him to do certain acts. State the acts which are beyond the implied authority of a partner under the provisions of The Indian Partnership Act, 1932 ? **6**
- (b) X, Y and Z jointly borrowed ₹ 90,000 from L. Decide each of the following in the light of The Indian Contract Act, 1872 : **6**
- (i) Whether L can compel only Y to pay the entire loan of ₹ 90,000 ?
- (ii) Whether L can compel only the legal representatives of Y to pay the loan of ₹ 90,000, if X, Y and Z died ?
- (iii) Whether Y and Z are released from their liability to L and X is released from his liability to Y and Z for contribution, if L releases X from his liability and sues Y and Z for payment ?
4. (a) Discuss the rights of an unpaid seller against the buyer under The Sales of Goods Act, 1930. **6**
- (b) Mr. M is one of the four partners in M/s XY Enterprises. He owes a sum of ₹ 6 crore to his friend Mr. Z which he is unable to pay on due time. So he wants to sell his share in the firm to Mr. Z for settling the amount. **6**
- In the light of the provisions of The Indian Partnership Act, 1932, discuss each of the following :

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(4)

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Marks

- (i) Can Mr. M validly transfer his interest in the firm by way of sale ?
- (ii) What would be the rights of the transferee (Mr. Z) in case Mr. M wants to retire from the firm after a period of 6 months from the date of transfer ?
5. (a) Mr. Das, a general store owner went to purchase 200 kg. of Basmati Rice of specific length from a whole seller. He saw the samples of rice and agreed to buy the one for which the price was quoted as ₹ 150 per kg. While examining the sample Mr. Das failed to notice that the rice contained a mix of long and short grain of rice. The whole seller supplied the required quantity exactly the same as shown in the sample. However, when Mr. Das sold the rice to one of his regular customers she complained that the rice contained two different qualities of rice and returned the rice. With reference to the provisions of The Sales of Goods Act, 1930, discuss the options open to Mr. Das for grievance redressal. What would be your answer in case Mr. Das specified his exact requirement as to length of rice ? **6**
- (b) Explain the classification of the companies on the basis of control as per The Companies Act, 2013. **6**
6. (a) Explain what is meant by 'Supervening Impossibility' as per The Indian Contract Act, 1872 with the help of an example. What is the effect of such impossibility ? **5**
- (b) Subject to agreement by partners, state the rules that should be observed by the partners in settling the accounts of the firm after dissolution under the provisions of The Indian Partnership Act, 1932. **4**
- (c) What is the main difference between a Guarantee Company and a Company having Share Capital ? **3**

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SECTION A — (60 Marks)

Question No. 1 is compulsory.

Answer any **FOUR** questions from the remaining **FIVE** questions.

1. (a) A, B, C and D are the four partners in a firm. They jointly promised to pay ₹ 6,00,000 to F. B and C have become insolvent. B was unable to pay any amount and C could pay only ₹ 50,000. A is compelled to pay the whole amount to F. Decide the extent to which A can recover the amount from D with reference to the provisions of the Indian Contract Act, 1872. (1 Marks)

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(2)

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- (b) AK Private Limited has borrowed ₹ 36 crores from BK Finance Limited. However, as per memorandum of AK Private Limited the maximum borrowing power of the company is ₹30 crores. Examine, whether AK Private Limited is liable to pay this debt? State the remedy, if any available to BK Finance Limited. (4 Marks)
- (c) "A breach of condition can be treated as a breach of warranty". Explain this statement as per relevant provisions of the Sale of Goods Act, 1930. (4 Marks)
2. (a) Explain any five circumstances under which contracts need not be performed with the consent of both the parties. (7 Marks)
- (b) State the rules regarding registered office of a Limited Liability Partnership (LLP) and change therein as per provisions of the Limited Liability Partnership Act, 2008. (5 Marks)
3. (a) Define partnership and name the essential elements for the existence of a partnership as per the Indian partnership Act, 1932. Explain any two such elements in detail. (3 + 3 = 6 Marks)
- (b) Examine the validity of the following contracts as per the Indian Contract Act, 1872 giving reasons. (6 Marks)
- (i) X aged 16 years borrowed a loan of ₹ 50,000 for his personal purposes. Few months later he had become major and could not pay back the amount borrowed on due date. The lender wants to file a suit against X.
- (ii) J contracts to take in cargo for K at a foreign port. J's government afterwards declares war against the country in which the port is situated and therefore the contract could not be fulfilled. K wants to file a suit against J.

PDZ-H

(3)

PDZ-H

4. (a) Distinguish between 'Sale' and 'Hire Purchase' under the Sale of Goods Act, 1930. (6 Marks)
- (b) State whether the following are partnerships: (6 Marks)
- (i) A and B jointly own a car which they used personally on sundays and holidays and let it on hire as taxi on other days and equally divide the earnings.
 - (ii) Two firms each having 12 partners combine by an agreement into one firm.
 - (iii) A and B, co-owners, agree to conduct the business in common for profit.
 - (iv) Some individuals form an association to which each individual contributes ₹ 500 annually. The objective of the association is to produce clothes and distribute the clothes free to the war widows.
 - (v) A and B, co-owners share between themselves the rent derived from a piece of land.
 - (vi) A and B buy commodity X and agree to sell the commodity with sharing the profits equally.
5. (a) (i) TK ordered timber of 1 inch thickness for being made into drums. The seller agreed to supply the required timber of 1 inch. However, the timber supplied by the seller varies in thickness from 1 inch to 1.4 inches. The timber is commercially fit for the purpose for which it was ordered. TK rejects the timber. Explain with relevant provisions of the Sales of Goods Act, 1930 whether TK can reject the timber. (3 Marks)

PDZ-H

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(4)

PDZ-H

(ii) AB sold 500 bags of wheat to CD. Each bag contains 50 Kilograms of wheat. AB sent 450 bags by road transport and CD himself took remaining 50 bags. Before CD receives delivery of 450 bags sent by road transport, he becomes bankrupt. AB being still unpaid, stops the bags in transit. The official receiver, on CD's insolvency claims the bags. Decide the case with reference to the provisions of the Sale of Goods Act, 1930. (3 Marks)

(b) What do you mean by the term Capital? Describe its classification in the domain of Company Law. (1 + 5 = 6 Marks)

6. (a) What is meant by 'Quasi-Contract'? State any three salient features of a quasi-contract as per the Indian Contract Act, 1872. (5 Marks)

(b) "Sharing in the profits is not conclusive evidence in the creation of partnership". Comment. (4 Marks)

(c) BC Private Limited and its subsidiary KL Private Limited are holding 90,000 and 70,000 shares respectively in PQ Private Limited. The paid-up share capital of PQ Private Limited is ₹ 30 Lakhs (3 Lakhs equity shares of ₹ 10 each fully paid). Analyse with reference to provisions of the Companies Act, 2013 whether PQ Private Limited is a subsidiary of BC Private Limited. What would be your answer if KL Private Limited is holding 1,60,000 shares in PQ Private Limited and no shares are held by BC Private Limited in PQ Private Limited? (3 Marks)

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SECTION A — (60 Marks)

Question No. 1 is compulsory.

Answer any **FOUR** questions from the remaining **FIVE** questions. **Marks**

1. (a) Sheena was a classical dancer. She entered into an agreement with Shital Vidya Mandir for 60 dance performances. As per the contract, she was supposed to perform every weekend and she will be paid ₹10,000/- per performance. However, after a month, she was absent without informing, due to her personal reasons. Answer the following questions as per the Indian Contract Act, 1872. **4**
- (i) Whether the management of Shital Vidya Mandir has right to terminate the contract?
 - (ii) If the management of Shital Vidya Mandir informed Sheena about its continuance, can the management still rescind the contract after a month on this ground subsequently?
 - (iii) Can the Shital Vidya Mandir claim damages that it has suffered because of this breach in any of the above cases?

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(2)

CGS-H

Marks

- (b) The Articles of Association of Aarna Limited empowers its managing agents to borrow loans on behalf of the company. Ms. Anika, the director of the company, borrowed ₹18 Lakhs in name of the company from Quick Finance Limited, a non-banking finance company. Later on, Aarna Limited refused to repay the money borrowed on the pretext that no resolution authorizing such loan have been actually passed by the company and therefore the company is not liable to pay such loan. 4
- Decide whether the contention of Aarna Limited is correct in accordance with the provisions of the Companies Act, 2013?
- (c) What are the consequences of destruction of specified goods, before making of contract and after the agreement to sell under the Sale of Goods Act, 1930. 4
2. (a) "The general rule is that an agreement made without consideration is void." 7
State the exceptions of this general rule as per the Indian Contract Act, 1872.
- (b) Explain the incorporation by registration of a Limited Liability Partnership and its essential elements under the LLP Act, 2008. 5
3. (a) (i) What do you mean by 'Partnership for a fixed period' as per the Indian Partnership Act, 1932? 2
- (ii) Can a minor become a partner in a partnership firm? Justify your answer and also explain the rights of a minor in a partnership firm. 4

CGS-H

5. (a) Sonal went to a Jewellery shop and asked the sales girl to show her diamond bangles with Ruby stones. The Jeweller told her that we have a lot of designs of diamond bangles but with red stones if she chooses for herself any special design of diamond bangle with red stones, they will replace red stones with Ruby stones. But for the Ruby stones they will charge some extra cost. Sonal selected a beautiful set of designer bangles and paid for them. She also paid the extra cost of Ruby stones. The Jeweller requested her to come back a week later for delivery of those bangles. When she came after a week to take delivery of bangles, she noticed that due to Ruby stones, the design of bangles has been completely disturbed. Now, she wants to terminate the contract and thus, asked the manager to give her money back, but he denied for the same. Answer the following questions as per the sale of Goods Act, 1930.
- (i) State with reasons whether Sonal can recover the amount from the Jeweller.
- (ii) What would be your answer if Jeweller says that he can change the design, but he will charge extra cost for the same?
- (b) Explain the 'doctrine of ultra vires under the Companies Act, 2013. What are the consequences of 'ultra vires' acts of the company?
6. (a) "Liquidated damage is a genuine pre-estimate of compensation of damages for certain anticipated breach of contract whereas Penalty on the other hand is an extravagant amount stipulated and is clearly unconscionable and has no comparison to the loss suffered by the parties". Explain the statement by differentiating between liquidated damages and penalty with reference to provisions of the Indian Contract Act, 1872.
- (b) Explain the grounds on which court may dissolve a partnership firm in case of any partner files a suit for the same.
- (c) Mr. R is an Indian citizen, and his stay in India during the immediately preceding financial year, is for 130 days. He appoints Mr. S, a foreign citizen, as his nominee, who has stayed in India for 125 days during the immediately preceding financial year. Is Mr. R eligible to be incorporated as a One-Person Company (OPC)? If yes, can he give the name of Mr. S in the memorandum of Association as his nominee? Justify your answers with relevant provisions of the Companies Act, 2013.

- (b) Srishti, a minor, falsely representing her age, enters into an agreement with an authorised Laptop dealer Mr. Gupta, owner of SP Laptops, for purchase of Laptop on credit amounting ₹ 60,000/- for purchasing a laptop on 1st August 2021. She promised to pay back the outstanding amount with interest @ 16% p.a by 31st July 2022. She told him that in case she won't be able to pay the outstanding amount, her father Mr. Ram will pay back on her behalf. After One year, when Srishti was asked to pay the outstanding amount with interest she refused to pay the amount and told the owner that she is minor and now he can't recover a single penny from her. She will be adult on 1st January 2024, only after that agreement can be ratified. Explain by which of the following way Mr. Gupta will succeed in recovering the outstanding amount with reference to the Indian Contract Act, 1872.
- (i) By filing a case against Srishti, a minor for recovery of outstanding amount with interest?
- (ii) By filing a case against Mr. Ram, father of Srishti for recovery of outstanding amount?
- (iii) By filing a case against Srishti, a minor for recovery of outstanding amount after she attains maturity?
4. (a) What are the implied conditions in a contract of 'Sale by sample' under the Sale of Goods Act, 1930? Also state the implied warranties operative under the Act? 6
- (b) M/S ABC Associates is a partnership firm since 1990. Mr. A, Mr. B and Mr. C were partners in the firm since beginning. Mr. A, Being a very senior partner of aged 78 years transfers his share in the firm to his son Mr. Prateek, a Chartered Accountant. Mr. B and Mr. C were not interested that Mr. Prateek join them as partner in M/S ABC Associates. After some time, Mr. Prateek felt that the books of accounts were displaying only a small amount as profit despite a huge turnover. He wanted to inspect the book of accounts of the firm arguing that it is his entitlement as a transferee. However, the other partners believed that he cannot challenge the books of accounts. Can Mr Prateek, be introduced as a partner if his father wants to get a retirement? As an advisor, help them resolve the issues applying the necessary provisions from the Indian Partnership Act, 1932. 6

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16/12/2022
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SECTION A — (60 Marks)

Question No. 1 is compulsory.

Answer any FOUR questions from the remaining FIVE questions. Marks

1. (a) X agrees to pay Y ₹ 1,00,000/-, if Y kills Z. To pay Y, X borrows ₹ 1,00,000/- from W, who is also aware of the purpose of the loan. Y kills Z but X refuses to pay. X also refuses to repay the loan to W. Explain the validity of the contract.
 - (i) Between X and Y.
 - (ii) Between X and W

4

XWC-H

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3. (a) Can a partner be expelled? If so, how? Which factors should be kept in mind prior to expelling a partner from the firm by the other partners according to the provision of Indian Partnership Act, 1932? 6

(b) Mr. Y aged 21 years, lost his mental balance after the death of his parents in an accident. He was left with his grandmother aged 85 years, incapable of walking and dependent upon him. Mr. M their neighbour, out of pity, started supplying food and other necessaries to both of them. Mr. Y and his grandmother used to live in the house built by his parents. Mr. M also provided grandmother some financial assistance for her emergency medical treatment. After supplying necessaries to Mr. Y for four years, Mr. M approached the former asking him to payback ₹ 15 Lakhs inclusive of ₹ 7 Lakhs incurred for the medical treatment of the lady (grandmother). Mr. Y pleaded that he has got his parent's jewellery to sell to a maximum value of ₹ 4 Lakhs, which may be adjusted against the dues. Mr. M refused and threatened Mr. Y of legal suit to be brought against for recovering the money.

Now, you are to decide upon based on the provisions of The Indian Contract Act, 1872:

(i) Will Mr. M succeed in filing the suit to recover money? Elaborate the related provisions?

(ii) What is the maximum amount of money that can be recovered by Mr. M?

(iii) Shall the provisions of the above act also apply to the medical treatment given to the grandmother? 6

4. (a) What are the rights of unpaid seller in context to re-sale the goods under Sale of Goods Act, 1930? 6

(b) "Indian Partnership Act does not make the registration of firm's compulsory nor does it impose any penalty for non-registration." In light of the given statement, discuss the consequences of non-registration of the partnership firms in India. Also, explain the rights unaffected due to non-registration of firms. 6

(2)

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Marks

(b) Mr. R, a manufacturer of toys approached MNO Private Limited for supply of raw material worth ₹ 1,50,000/-. Mr. R was offered a credit period of one month. Mr. R went to the company prior to the due date and met Mr. C, an employee at the billing counter, who convinced the former that the payment can be made to him as the billing-cashier is on leave.

Mr. R paid the money and was issued a signed and sealed receipt by Mr. C. After the lapse of due date, Mr. R received a recovery notice from the company for the payment of ₹ 1,50,000/-.

Mr. R informed the company that he has already paid the above amount and being an outsider had genuine reasons to trust Mr. C who claimed to be an employee and had issued him a receipt.

The Company filed a suit against Mr. R for non-payment of dues. Discuss the fate of the suit and the liability of Mr. R towards company as on current date in consonance with the provision of The Companies Act 2013? Would your answer be different if a receipt under the company seal was not issued by Mr. C after receiving payment?

4

(c) Discuss the essential elements regarding the sale of unascertained goods and its appropriation as per the Sales of Goods Act, 1930.

4

2. (a) Explain the following statements in the light of provisions of Indian Contract Act, 1872:

(i) "Agreements made out of love and affection are valid agreements."

(ii) "Promise to pay a time barred debt cannot be enforced."

7

(b) "A LLP (Limited Liability Partnership) is a type of partnership in which participants' liability is fixed to the amount of money they invest whereas a LLC (Limited Liability Private/Public Company) is a tightly held business entity that incorporates the qualities of a corporation and a partnership".

In line of above statement clearly elaborate the difference between LLP and LLC.

5

XWC-H

5. (a) Mr. K visited M/S Makrana Marbles for the purchase of marble and tiles for his newly built house. He asked the owner of the above shop Mr. J to visit his house prior to supply so that he can clearly ascertain the correct mix and measurements of marble and tiles. Mr. J agreed and visited the house on the next day. He inspected the rooms in the first floor and the car parking space. Mr. K insisted him to visit the second floor as well because the construction pattern was different. Mr. J ignored the above suggestion. Mr J. supplied 146 blocks of marble as per the size for the rooms and 16 boxes of tiles with a word of caution that the tiles can bear only a reasonable weight. Marble and Tiles were successfully laid except on second floor due to different sizes of the marble. The tiles fitted in the parking space also got damaged due to the weight of the vehicle came for unloading cement bags. Mr. K asked Mr J for the replacement of marble and tiles to which Mr. J refused, taking the plea that the marble were as per the measurement and it was unsafe to fit tiles at the parking area as it cannot take heavy load. Discuss in the light of provisions of Sales of Goods Act 1930:
- (i) Can Mr. J refuse to replace the marble with reference to the doctrine of Caveat Emptor? Enlist the duties of both Mr.K. and Mr. J.
- (ii) Whether the replacement of damaged tiles be imposed on M/S Makrana Marbles? Explain. 6
- (b) (i) Mr. Anil formed a One Person Company (OPC) on 16 April, 2018 for manufacturing electric cars. The turnover of the OPC for the financial year ended 31 March, 2019 was about ₹ 2.25 crores. His friend Sunil wanted to invest in his One Person Company (OPC), so they decided to convert it voluntarily into a private limited company. Can Anil do so, as per the provisions of The Companies Act, 2013? 4
- (ii) Explain listed company and unlisted company as per the provisions of The Companies Act, 2013. 2
6. (a) Differentiate between Novation and Alteration as per The Indian Contract Act, 1872. 5
- (b) What is the difference between partnership and co-ownership as per The Indian Partnership Act, 1932? 4
- (c) Mike LLC incorporated in Singapore having an office in Pune, India. Analyse whether Mike LLC would be called as a foreign company as per the provisions of The Companies Act, 2013? Also explain the meaning of foreign company. 3