

Roll No. ....

Total No. of Questions - 11

Total No. of Printed Pages - 16

Time Allowed - 3 Hours

Maximum Marks - 100

### PYC-H

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.

- Sections are not mandatory
- But if wrong section is written → then → zero.

{  
 Q1 →  
 Q2  
 Q4  
 Q5  
 ↓  
 Q6.

Each sub-part should be from fresh page.

↳ leave blank page for a sub part you <sup>don't</sup> know the answer of

A → 1 → 2

B → 2 → 1

(A) → 60 marks.  
↓

sec (65) ?  
✓ Zero

Section A

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

4

6 min. to 8 min.

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

1 - 2 min.

(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.

1 - 2 min.

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

1 - 2 min

(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.

1-2 min.

valid  
Void → Why.

(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

6 min.

to the point

(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

6 min.

(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.
- (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.
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 ?
- (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 :
- (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.
- (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.
- In the light of the provisions of The Indian Partnership Act, 1932, discuss each of the following :

7

12 min.

make sure that you know 100%.

5

7-8 min.

6

9 to 10 min.

6

Q3 (b).

- i) Yes/No. Reason: -
- ii) Yes/NO Reason: -

6

6

4 points.

- a) In this case.....
- b) As per Act .....
- c) Hence,
- d) conclusion

PYC-H

P.T.O.

- (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 ?

(b) Explain the classification of the companies on the basis of control as per The Companies Act, 2013.

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 ?

(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.

(c) What is the main difference between a Guarantee Company and a Company having Share Capital ?

6

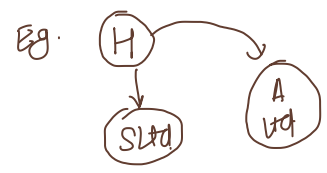
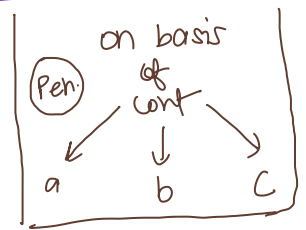
Read it multiple times (2)

a) Fact of case :- In the given case

b) As per SOGA, 1930 :- Sec. \_\_\_\_\_ only if 100% sure.

c) Hence, | d) conclusion.

6  
5  
4  
3



4 to 5 marks

1) Sup. Impos.  
2) Example.  
3) Impact

1<sup>st</sup> Basis: \_\_\_\_\_ but \_\_\_\_\_  
2<sup>nd</sup> Basis: \_\_\_\_\_ but \_\_\_\_\_

Basis.	GC	SC
1.	-	-