

## All Previously Asked Direct Questions of Law – All A Category Questions

### May-2018

1. Ravi Private Limited has borrowed Rs. 5 crores from Mudra Finance Ltd. This debt is ultra vires to the company. Examine, whether the company is liable to pay this debt? State the remedy if any available to Mudra Finance Ltd .? (4 Marks)
2. What is meant by delivery of goods under the Sale of Goods Act, 1930? State various (4 Marks)
3. State the exceptions to the rule "An agreement without consideration is void". (5 Marks)
4. What are the essential elements to form a LLP in India as per the LLP Act, 2008? (5 Marks)
5. Distinguish between wagering agreement and contract of insurance. (2 Marks)

### OR

5. Examine with reason that the given statement is correct or incorrect "Minor is liable to pay for the necessaries supplied to him".
6. Distinguish between dissolution of firm and dissolution of partnership. (2 Marks)
7. What are the consequences of Non-Registration of a Partnership Firm? Discuss. (4 Marks)
8. What is appropriation of goods under the Sale of Goods Act, 1930? State the essentials regarding appropriation of unascertained goods. (6 Marks)
9. Mr. D sold some goods to Mr. E for Rs.5,00,000 on 15 days credit. Mr.D delivered the goods. On due date Mr. E refused to pay for it. State the position and rights of Mr.D as per The Sale of Goods Act, 1930. (6 Marks)
10. Define OPC (One Person Company) and state the rules regarding its membership. Can it be converted into a non-profit company under Section 8 or a private company? (6 Marks)
11. Define Fraud. Whether "mere silence will amount to fraud" as per the Indian Contract Act, 1872? (5 Marks)
12. What is the conclusive evidence of partnership? State the circumstances when partnership is not considered between two or more parties. (4 Marks)
13. State the limitations of the doctrine of indoor management under the Companies Act, 2013. (3 Marks)

### Nov-2018

1. Differentiate between Ascertained and Unascertained Goods with example. (4 Marks)
2. What is Contingent Contract ? Discuss the essentials of Contingent Contract as per the Indian Contract Act, 1872. (7 Marks)
3. Explain the essential elements to incorporate a Limited Liability Partnership and the steps involved therein under the LLP Act, 2008. (5 Marks)
4. "Though a minor cannot be a partner in a firm, he can nonetheless be admitted to the benefits of partnership."

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(I) Referring to the provisions of the Indian Partnership Act, 1932, state the rights which can be enjoyed by a minor partner. (4 Marks)

A. State the liabilities of a minor partner both :

1. Before attaining majority and
2. After attaining majority.

**OR**

B. State the legal position of a minor partner after attaining majority :

1. When he opts to become a partner of the same firm.
2. When he decide not to become a partner.

5. What is the Doctrine of "Caveat Emptor" ? What are the exceptions to the Doctrine of "Caveat Emptor" ? (6 Marks)

6. There are cases where company law disregards the principle of corporate personality or the principle that the company is a legal entity distinct from its shareholders or members. Elucidate. (6 Marks)

7. Explain the modes of revocation of an offer as per the Indian Contract Act, 1872. (5 Marks)

8. State any four grounds on which Court may dissolve a partnership firm in case any partner files a suit for the same. (4 Marks)

**May-2019**

1. Discuss the various types of implied warranties as per the Sales of Goods Act 1930? (4 Marks)

2. "Mere silence is not fraud" but there are some circumstances where the "silence is fraud". Explain the circumstances as per the provision of Indian Contract Act 1872? (7 Marks)

3. "LLP is an alternative corporate business form that gives the benefits of limited liability of a company and the flexibility of a partnership". Explain. (5 Marks)

4. What is the provision related to the effect of notice to an acting partner of the firm as per Indian Partnership Act 1932? (2 Marks)

5. Discuss the provisions regarding personal profits earned by a partner under the Indian Partnership Act 1932? (2 Marks)

6. "Whether a group of persons is or is not a firm, or whether a person is or not a partner in a firm." Explain the mode of determining existence of partnership as per The Indian Partnership Act 1932? (4 Marks)

7. "A non-owner can convey better title to the bonafide purchaser of goods for value." Discuss the cases when a person other than the owner can transfer title in goods as per the provisions of Sales of Goods Act 1930? (6 Marks)

8. What do you mean by "Companies with charitable purpose" (section 8) under the Companies Act 2013? Mention the conditions of the issue and revocation of the licence of such company by the government. (6 Marks)

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9. Discuss the essentials of Undue Influence as per the Indian Contract Act, 1872. (5 Marks)
10. "Indian Partnership Act does not make the registration of firms compulsory nor does it impose any penalty for non-registration." Explain. Discuss the various disabilities or disadvantages that a non-registered partnership firm can face in brief? (4 Marks)

### Nov-2019

1. State the various essential elements involved in the sale of unascertained goods and its appropriation as per the Sale of Goods Act 1930. (4 Marks)
2. Define consideration. What are the legal rules regarding consideration under the Indian Contract Act, 1872? (7 Marks)
3. Discuss the conditions under which LLP will be liable and not liable for the acts of the partner. Act, 1932? (5 Marks)
4. When the continuing guarantee can be revoked under the Indian Partnership 1932? (2 Marks)
5. What do you mean by Goodwill as per the provisions of Indian Partnership Act, (2 Marks)
6. With reference to the provisions of Indian partnership Act, 1932 explain the various effects of insolvency of a partner. (4 Marks)
7. "The Memorandum of Association is a charter of a company". Discuss. Also explain in brief the contents of Memorandum of Association. (6 Marks)
8. Explain the term 'Coercion' and what are the effects of coercion under Indian Contract Act, 1872. (5.Marks)
9. "Dissolution of a firm is different from dissolution of Partnership". Discuss. (4 Marks)
10. A, an assessee, had large income in the form of dividend and interest. In order to reduce his tax liability, he formed four private limited company and transferred his investments to them in exchange of their shares. The income earned by the companies was taken back by him as pretended loan. Can A be regarded as separate from the private limited company he formed? (3 Marks)

### Nov-2020

1. Write any four exceptions to the doctrine of Caveat Emptor as per The Sale of Goods Act, 1930. (4 Marks)
2. Define Misrepresentation and Fraud. Explain the difference between Fraud and Misrepresentation as per the Indian Contract Act, 1872. (7 Marks)
3. State the circumstances under which LLP may be wound up by the Tribunal under the Limited Liability Partnership Act, 2008. (5 Marks)
4. What do you mean by 'Partnership at will' as per the Indian Partnership Act, 1932 ? (2 Marks)
5. Comment on 'the right to expel partner must be exercised in good faith' under the Indian Partnership Act, 1932. (3 Marks)

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6. Referring to the Provisions of the Indian Partnership Act, 1932, answer the following :

(i) What are the consequences of Non-Registration of Partnership firm ?

(ii) What are the rights which won't be affected by Non-Registration of Partnership firm ? (4 Marks)

7. Explain any six circumstances in detail in which non-owner can convey better title to Bona fide purchaser of goods for value as per The Sale of Goods Act, 1930. (6 Marks)

8. What are the significant points of Section 8 Company which are not applicable for other companies ? Briefly explain with reference to provisions of the Companies Act, 2013. (6 Marks)

9. Enumerate the differences between 'Wagering Agreements' and 'Contract of Insurance' with reference to provision of the Indian Contract Act, 1872. (5 Marks)

10. Explain in detail the circumstances which lead to liability of firm for misapplication by partners as per provisions of the Indian Partnership Act, 1932. (4 Marks)

### July-2021

1. 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 Marks)

2. 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 Marks)

3. Discuss the rights of an unpaid seller against the buyer under The Sales of Goods Act, 1930. (6 Marks)

4. Explain the classification of the companies on the basis of control as per The Companies Act, 2013. (6 Marks)

5. 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 Marks)

6. 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 Marks)

7. What is the main difference between a Guarantee Company and a Company having Share Capital ? (3 Marks)

### Dec-2021

1. "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. Explain any five circumstances under which contracts need not be performed with the consent of both the parties. (7 Marks)

3. 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)

4. 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)

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5. Distinguish between 'Sale' and 'Hire Purchase' under the Sale of Goods Act, 1930. (6 Marks)
6. What do you mean by the term Capital? Describe its classification in the domain of Company Law. (1 + 5 = 6 Marks)
7. What is meant by 'Quasi-Contract'? State any three salient features of a quasi-contract as per the Indian Contract Act, 1872. (5 Marks)
8. "Sharing in the profits is not conclusive evidence in the creation of partnership". Comment. (4 Marks)

### June-2022

1. 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 Marks)
2. "The general rule is that an agreement made without consideration is void." State the exceptions of this general rule as per the Indian Contract Act, 1872. (5 Marks)
3. Explain the incorporation by registration of a Limited Liability Partnership and its essential elements under the LLP Act, 2008. (4 Marks)
4. What do you mean by 'Partnership for a fixed period' as per the Indian Partnership Act, 1932? (2 Marks)
5. 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 Marks)
6. 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 Marks)
7. Explain the 'doctrine of ultra vires' under the Companies Act, 2013. What are the consequences of 'ultra vires' acts of the company? (6 Marks)
8. "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. (5 Marks)
9. Explain the grounds on which court may dissolve a partnership firm in case of any partner files a suit for the same. (4 Marks)

### Dec-2022

1. Discuss the essential elements regarding the sale of unascertained goods and its appropriation as per the Sales of Goods Act, 1930. (4 Marks)
2. Explain the following statements in the light of provisions of Indian Contract Act, 1872:
  - a. "Agreements made out of love and affection are valid agreements."
  - b. "Promise to pay a time barred debt cannot be enforced." (7 Marks)

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3. 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 Marks)
4. What are the rights of unpaid seller in context to re-sale the goods under Sale of Goods Act, 1930? (6 Marks)
5. "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 Marks)
6. Explain listed company and unlisted company as per the provisions of The Companies Act, 2013. (2 Marks)
7. Differentiate between Novation and Alteration as per The Indian Contract Act, 1872. (5 Marks)
8. What is the difference between partnership and co-ownership as per The Indian Partnership Act, 1932? (4 Marks)
9. 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 Marks)

### June-2023

- 1 As per the general rule, "Stranger to a contract cannot file a suit in case of breach of contract". Comment and explain the exceptions to this rule as per the provisions of the Indian Contract Act, 1872. (7 Marks)
2. Discuss the liabilities of Limited Liability Partnership (LLP) and its partners in case of fraud as per the provisions of the Limited Liability Partnership Act, 2008. (5 Marks)
3. Explain about the registration procedure of a partnership firm as prescribed under the Indian Partnership Act, 1932. (6 Marks)
4. Describe in brief the rights of the buyer against the seller in case of breach of contract of Sale. (6 Marks)
5. Explain the concept of 'Corporate Veil'. Briefly state the circumstances when the corporate veil can be lifted as per the provisions of the Companies Act, 2013. (6 Marks)
6. Distinguish between Void Contract and Voidable Contract according to the Indian Contract Act, 1872. (5 Marks)
7. What are the rights of partners with respect to conduct of the business of a firm as prescribed under the Indian Partnership Act, 1932? (4 Marks)
8. ABC Private Limited is a registered company under the Companies Act, 2013 with paid up capital of ₹ 35 lakhs and turnover of ₹ 2.5 crores. Whether the ABC Private Limited can avail the status of a Small Company in accordance with the provisions of the Companies Act, 2013? Also discuss the meaning of a Small Company. (3 Marks)