



The Institute of Chartered Accountants of India

Code: FD2BL682586
Subject : 02 Business Laws

Total Marks: 100
Marks Obtained : 40


GRAPH PAPER IS ON THE PENULTIMATE PAGE
Book No. 1 (containing 28 pages)

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
Foundation Examination

Group No. Paper No. 2
Subject Business Law
Number of Answer Books used : Main + 1 additional sheets
Date Seal 18 SEP 2025

For use by ICAI only
682586



Paper Code
☒ J
☐ L
☐ X
☐ 1

MCQ Booklet Serial No. Paper No.

Level of Exam Foundation
Foundation ☒ Intermediate ☐ Final ☐

MCQ Answers
1 A B C D
2 A B C D
3 A B C D
4 A B C D
5 A B C D
6 A B C D
7 A B C D
8 A B C D
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27 A B C D
28 A B C D
29 A B C D
30 A B C D



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Illustration for Filling the MCQ Booklet Serial No.

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1	1	1	1	1	1	1	1	1	1
2	2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9

INSTRUCTIONS TO THE CANDIDATE FOR FILLING THE MCQ ANSWER FIELDS

Pencil to Darken the appropriate Circle.

Darken the correct MCQ Booklet Serial No. as printed on your question booklet which will be taken as final for evaluation. If any candidate fills in this information wrongly, Institute will not take any responsibility for rectifying the mistake.

Do not darken the complete circle.

If you want to change your Answer, erase the darkened circle completely and make a fresh mark.

5. Please do NOT make any stray marks on the OMR cover page.

6. Rough work must NOT be done on the OMR cover page.

7. Mark your answer only in the appropriate space against the number corresponding to the question.

How to mark answers

CORRECT METHOD	WRONG METHOD
(A) ● (C) ○ (D) ○	✗ ✗ ✗ ✗

Q. No.	To be ticked ☒ by the candidate against the Questions answered (Descriptive Type)
1	☒
2	☒
3	☒
4	☒
5	☒
6	☐
7	☐
Total	

8	☐
9	☐
10	☐
11	☐
12	☐
13	☐
14	☐
Total	



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ICAI		03	
<u>Question 4(a)</u>			
DO NOT WRITE ANYTHING HERE	(a)	<u>Related provision:-</u> According to <u>Section 2(a)</u> of the Indian Contract Act 1872 <u>When any person signifies his assent to other ^{his willingness} to do or not to do something or with the view to obtain the assent of that other is said to make a proposal.</u>	
	4aiStep1 ✓ 0.5		
DO NOT WRITE ANYTHING HERE		However there are four cases where we said to be invitation to offer.	
		i) Issued of prospectus by company to public to come and subscribe its share. ii) Window display of goods for sale. iii) Advertisement of auction sale. iv) Sent quotation of price ^{in reply} in query regarding Price.	
DO NOT WRITE ANYTHING HERE		<u>Facts</u> In this case Mr. X picked up different item of his choice and reached the cashier for payment. However cashier accepted the price of the nine products but did not accept the price of the remaining one.	



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04

Barcode: [Barcode]

Conclusion:-
Hence light above the provision we can conclude that,
Cosmo Mega Mall not compelled to
✓ Sell the said article to Mr. X because
It is a case of invitation to offer.
and here Mr. X offeror and Cosmo
4aiStep2 ✓ 1 a Mall is acceptor hence they can,
not accept the offer of Mr. X

4ai ✓ 1.5

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(ii) Related Provision:-
According to Section 2(e) of Indian Contract Act 1872, Agreement means a promise or a set of promises forming consideration for each other.
~~B:- In case of~~
But there are two case where agreement is not enforceable.

4aiiStep1 ✓ 1

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a) In case of Domestic arrangements between husband and wife.
case law:- Balfour Vs Balfour,
b) Social arrangements between the parties

Conclusion:-
We can conclude that Mrs Priya would not be able to recover the amount because this is a case of domestic arrangement between husband and wife.

4aiiStep2 ✓ 1

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4aii ✓ 2

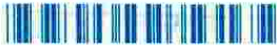
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06

1901

(b)

Question 4(b)

Negotiable Instrument is an instrument which is freely transferable from one person to another by mere delivery or by endorsement by delivery.

Different types of Negotiable Instrument

- i) Promissory Note
- ii) Bills of exchange.
- iii) cheque.

a) Promissory:- As per Section 4 of the Negotiable Instrument Act 1881 a promissory note ~~contai~~ contained an unconditional undertaking (other than bank note or currency note) ^{signed by the maker} to pay certain sum of money to the or to the order of a person or the bearer of the ~~int~~ instrument.

b) Bills of exchange:- As per section 5 of the ~~re~~ Negotiable instrument Act 1881 a bill of exchange contained ~~unco~~ unconditional order ^{signed by the maker} to pay certain sum of money to the or to the order of a person or the bearer of the instrument.

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ICAI 07

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(c) Cheque :- A cheque is a bill of exchange drawn on a specified banker not payable otherwise than on demand It includes a ~~cheq~~ electronic image of a truncated cheque or a cheque in electronic form.

4bStep1 0

4b 0

4 3.5

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08



Question 2(a)

Related Provision:-

According to relevant provision of the Sale of Goods Act 1930,

If the goods perished after entering a agreement to sell but before the contract sell and without the knowledge

of buyer or seller when the contract of sale is made and goods became perished or so damaged

2aiStep1



1. If they no longer answerable to description stated in the contract then the contract becomes void.

Facts:-

In this case X offered to sell of a machine to Y, Y refused it to buy unless the machine is made into a running condition. X agreed to do the same but later on, machine was destroyed while being repaired, without the fault of any person.

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ICAI 09

Conclusion:-
Hence a fine Right above provision we can conclude that the Contract becomes Void because according to the above provision. this is a case of

2aiStep2 ✓ 0.5
2ai ✓ 1.5

(ii) Related Provision:-
According to ~~related~~ ^{Section 26} provision of the Sale of Goods Act 1930. Stated that if the Buyer rely on skill and judgement of seller and seller dealt with that goods then it became a case of ~~not~~ goods as a merchantable quality. It would be treated as breach of Contract.

2aiiStep1 ✓ 1

Conclusion:-
We can conclude that VK is ^{not} entitled to have any remedy because however this is a case of goods as merchantable quality but however there are evidence that the cloth was fit for caps and boots but VK was ignore the fact.

2aiiStep2 ✓ 0.5
2aii ✓ 1.5



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10



Question (b)

(b) Memorandum of Association :- According to Section 4 of the Companies Act 2013 MOA is the charter of company and fundamental document of a company. It describes the object and scope of the company beyond which any work done will be declared as a Ultra Vires.

It can be easily obtainable by general public. If any work done beyond which works done will be treated as doctrine of ultra-vires.

Article of Association :- According to Section 5 of the Companies Act 2013 It describes the rules, regulation and bye-laws of the company. It describes the power and authority of a officers and directors of the company.

It can be easily obtainable by public if works done beyond its rules regulation It will known as doctrine.

2bStep1



2

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ICAI 11

of Indoor Management On Turigant Rule.

Basis	Bas Memorandum	Ass Article.
i) Definition	It describe the Scope and Objective of the company	It describe the Rules and Regulation of the company
ii) Section	It is goverend under section 4	It is goverend under Section 5
iii) Rectification	Rectification is not allowed even 100% of majority cannot rectified.	Rectification is allowed by majority in view.

2bStep2 1

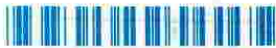
2b 3



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12



(C)

Question 2(C).

A Related Provision:-

According to related provision of the limited liability ~~Act 2008~~, Partnership Act 2008 limited liability should be appointed ~~a~~ at least two designated partner and one should be resident in India.

However partnership firm can be members of the section 8 company but partnership firm cannot form a section 8 company.

Facts:-

In ~~the~~ this case five friends want to form a non-profit organization and they appointed Mr. A and Mr. B who are ~~not~~ non resident in India as a designated partner.

Conclusion:-

Hence we can conclude that:-

- (i) ~~EDUDED LLP cannot~~ can't form a Section 8 company however they can become member of the company.

2cStep1



2

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ICAI 13

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(ii) Mr. A and Mr. B cannot be appointed as designated partner because non of them is resident in India.

✓

2cStep2 ✓ 1.5

2c ✓ 3.5

2 ✓ 9.5

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14

Question 3(a)

- (a) Related Provision:-
According to related provision of the Partnership Act 1932, If the partner retires from the firm he must be served a notice of his retirement to the public.

However ~~an~~ if minor can be introduced in a partnership ~~as~~ a firm as a beneficiary and minor can inspect the books of accounts stated in a Section 30 of this Act. and after obtaining majority or knowledge that he ~~partners~~ in the firm for benefit only which ever is later within the six month he have give notice whether he elect to ~~par~~ be a partner or not. if he fails to gives notice then he will become a member of the firm. he be able to work as a other partner.

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15	
DO NOT WRITE ANYTHING HERE	<u>Facts:-</u> In this case Mr. X retired from the firm and transferred his share in the firm to his grandson Mr. S who was minor at that time. After attaining majority he inspected the books and wanted to sue Mr. T for recovery of fees. Later on Mr. T refused to pay on the ground that Mr. S not given notice of remaining a partner on attaining majority.
DO NOT WRITE ANYTHING HERE	<u>Conclusion:-</u> Hence we can conclude that:- ☒ (i) Mr. X can retire but cannot introduce Mr. S as a partner because he is minor but however Mr. S can be introduced as a <u>beneficiary of Partner</u> .
3aStep1 ☒ 2	
3aStep2 ☒ 0.5	(ii) Mr. S has a right to inspect the books of accounts like a other partners in the firm.
3aStep3 ☒ 1	(iii) Mr. S has authority to sue Mr. T on non-payment of fees because he automatically became member of the partner of the firm on a failure of given a notice after six month of
3a ☒ 3.5	all within six month of attaining majority



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16



(b)

Related Provision:-

According to section 2(62) of the Indian Companies Act 2013 One person company ~~means~~ means a company ~~where as~~ in which have one person as a member. It is a type private company.

Significant point of OPC:-

i) OPC shall have a other a ~~at~~ member in case of event of subscriber's death, or insolvency to contract.

ii) ~~OP~~ Whose name in a memorandum shall indicate in a memorandum ~~as a nominee~~ a nominee he shall have to give prior written consent in a prescribed form and same shall be filled with Registrar of the company at the time of incorporation of company along with the e-article and e-memorandum.

(iii) Any natural person and resident of India shall be eligible to become a nominee irrespective of the fact that whether he is resident in India in preceding financial

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year not.

Facts:-
In this case Mr. RM was engaged in the trading activity with his wife. Tragically, Mr. RM met with an accident and he passed away. Now Mrs. RM wants to convert M/s RM Private company into a one person company and nominate her brother as a Mr. AK who is currently employed in London, UK.

Conclusion:-
(i) Hence we can conclude that Mrs. RM's decision to convert the private limited company into a one person company is legally valid because Private One Person company is a type of private company.

(ii) Mrs. RM's decision to nominate her brother Mr. AK as a nominee is legally valid because he is a natural person and resident of India but is currently employed in London, UK.

3bStep1 3

3bStep2 1

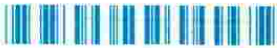
3b 4



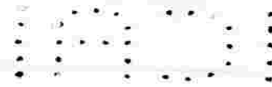
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18



(c) Related Provision:-

~~As~~ According related provision of the Indian Contract Act 1872

Surety ~~is~~ is a person who give guarantee to third person ~~in behalf~~ to perform the promise made or discharge the liability in case of his default.

✓ When there more than one surety then all the sureties

3cStep1



1

ties pay the agreed sum in case of default of principal debtor.

Facts:-

In this case A, B, C are co-sureties ~~given~~ for loan of 4,00,000 taken by R from XYZ Bank. A's liability limited to 1,00,000 B's liability limited to ~~400~~ 2,00,000 C's liability ~~that~~ limited to 4,00,000, due to financial difficulties R default on the loan.

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Conclusion:-

(i) A is bound to pay 1,00,000
B is bound to pay 2,00,000
and C is bound to pay balance amount 1,00,000.

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(ii) If the loan amount will be 6,00,000
then A is bound to pay 1,00,000
B is bound to pay 2,00,000
C is bound to pay 3,00,000

3cStep2 1

3c 2

3 9.5

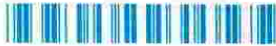
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20

Question 5(a).

- (i) Related provision:-
According to relevant provision of the Sales of Goods Act 1930 ~~then the~~ There Implied condition to sell as sale Quality and fitness of the goods:-
Conditions:-

5aiStep1



If the buyer make known to the seller his purpose ~~for~~ of purchasing and believe and rely on the skill of the seller and the seller dealt with that goods.

then it will be treated as Implied condition as to quality and fitness.

Conclusion:-

Hence we can conclude that Ms. S can repudiate the contract and also can claim for damages ~~as~~ from the seller according to this above provision.

5aiStep2



0.5

5ai



1.5

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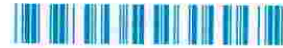


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21



(ii) Related Provision:-

According to relevant provision of the Sale of Goods Act 1930 the goods ~~sale~~ cannot be sale by non owner of the goods however there are certain exception one of them is goods sale by a pledgee is valid sale if the buyer purchased in good faith and bonafide buyer then the title of the goods will be sent to bonafide buyer.

Fact:-

In this case Mrs. S pledge a goods to M/S RL Jewellers Pitampura later on Pitampura Jewellers sells the goods to M/S RL Jewellers who ~~is~~ purchased it in a good faith.

Conclusion:-

Hence we can conclude that Mrs. R cannot sue M/S RL Jewellers because he is a bonafide purchaser however he can sue ~~to~~ Pitampura Jewellers and claim damages ~~at excess amount~~



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22

(bi) Related Provision:-
According to related provision of the Indian Partnership Act 1932 when a partner retires from the firm he has to give public notice of his retirement. However, if he doesn't do that then he will continue to be liable for the firm's liability.

5biStep1 ✓ 1

Conclusion:-
Hence we can conclude that Mr. AM can be held liable for the firm's debt because in this case he failed to give public notice of his retirement.

5biStep2 ✓ 0.5

5bi ✓ 1.5

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23



(ii) Related Provision:-

As per relevant provision of the Indian Partnership Act 1932
expulsion can be made if it is mentioned in the agreement



- b) It is exercised in good faith
Taking decision
c) With the majority of partners.

5biiStep1



1.5

Good faith means:-

- a) For the benefit of the firm.
b) Gives a clear notice of expulsion.
c) Give opportunity being heard.

Facts:-

In this case M/s IMP & Associates a partnership firm admitted a partner Mr. G. a carpet manufacture later on he expelled from the partnership with the unanimous approval of the remaining partners.



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Conclusion:-

Hence we can conclude that

(i) Action by the partner was ~~not~~ justified according to above provision because Mr. G do ~~unauthorised~~ unauthorized activities. expulsion in good faith

(ii) Expulsion should be in good faith. It should be kept in mind prior to expelling a partner from the firm

5biiStep2



1

5bii



2.5

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(i) If pledge of documents of title to goods by a mercantile agent with the consent of an owner is valid pledge. False

5cStep1 1.5

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(ii) ~~True~~ False: A appoints B as his agent to sell A's land. Subsequently, under the authority of A, B appoints C as his agent. Later on, A terminates the authority of B, but not that of C. Consequently the authority of C ~~is not~~ also terminated because sub-agent appointed under authority A as principal, but under the employed as a agent of B.

5cStep2 2

(iii) True: The contract of life insurance is not fully covered under the contract of indemnity because it is exception of Contract of Indemnity

5cStep3 1.5

5c 5

5 12.5

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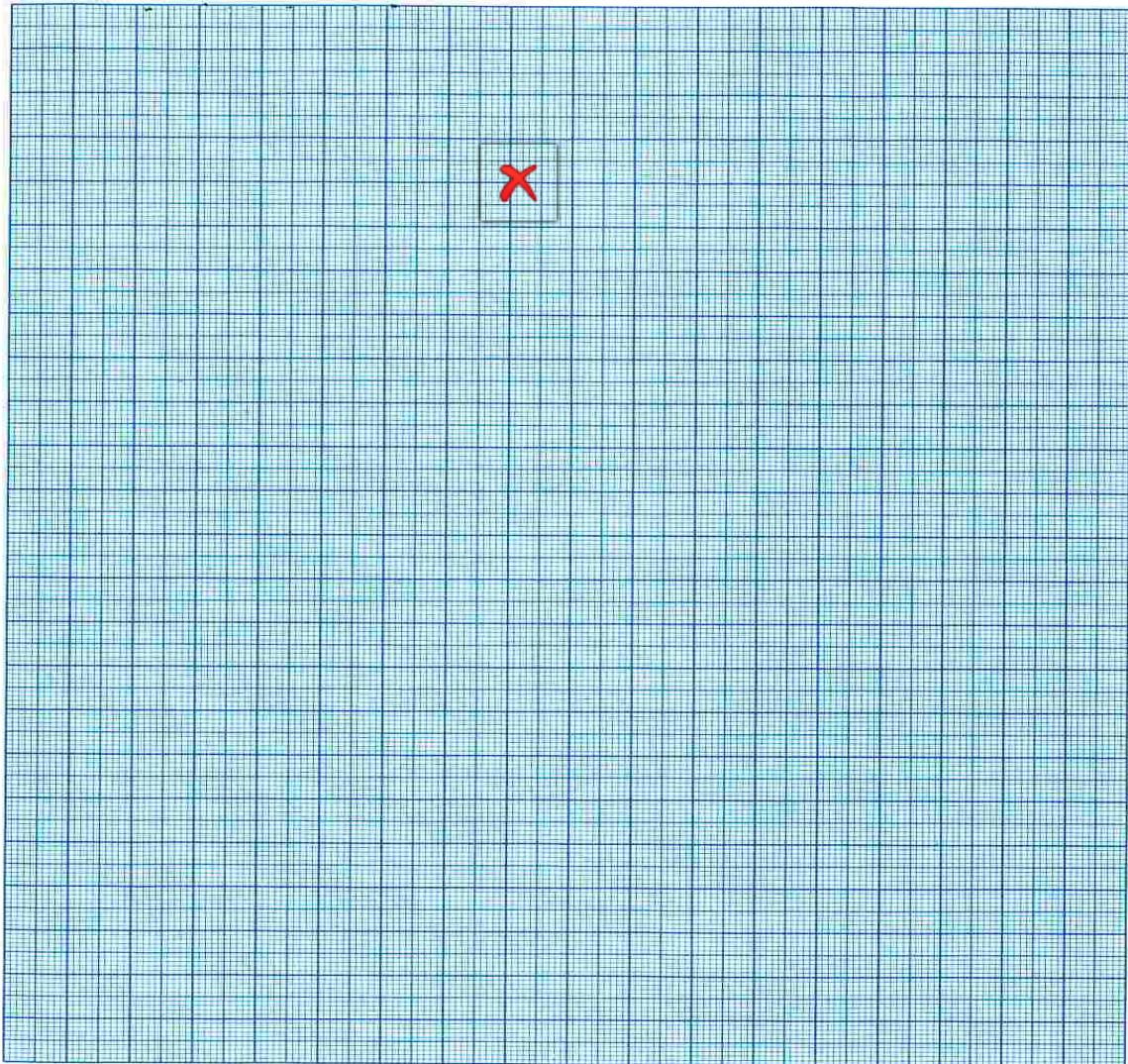


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28

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X



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18 SEP 2025

2682586-01

ADDL. BOOK NO.

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
ADDL. BOOK

DO NOT WRITE ROLL NUMBER ANYWHERE IN THIS
ADDITIONAL ANSWER BOOK

Question 1(b).

101)(b) Common Seal :- Company being a artificial person it works through agents of human beings. Common seal is a official signature for company.

It is an optional after ammedment of Section 9 of Companies Act 2025.

M/s Beeta limited a company can incorporated under a Companies Act, 2013 even in case of not have common seal by ~~appointing~~ a autintication of two directors signature or one director and a company secretary.

1bStep2 ✓ 2

1bStep1 ✗ 0

1b ✓ 2



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2

1 (c) (i) In this case A cannot filed a suit against B who ~~member~~ in ~~the~~ partner of the company because in case of unregistered Partnership firm partners cannot sue other partner in civil court.

1cStep1 ☒ 0

(ii) In this case A cannot filed a suit against M/S ABC & Associates because in case ~~case~~ of unregistered partnership firm partner cannot sue their partner.

1cStep2 ☒ 0

(iii) In this M can sue the firm being a third party but firm cannot ☒ claim a setoff and other provision based upon the contract.

1cStep3 ☒ 1

1c ☒ 1

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3

2682586-02

Question 1 (a)

(i) Related Provision:- As per relevant provision of the Indian Contract Act 1872 agency can be revoked at any time but when the agent have personal benefit in that agency agency cannot be revoked.

1aiStep1 ☒ 1

Conclusion:-
Hence we can conclude that Mr. VGI cannot revoke the agency of Mr. PGI because Mr. PGI have a personal interest in that agency. Hence cannot be agency cannot be revoked.

☒

1aiStep2 ☒ 1

1ai ☒ 2



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Question 1 (ii)

Related Provision:- According to relevant provision of Indian Contract Act, 1872 'When the goods are delivered to the agent of the buyer and the risk passes to the buyer



Conclusion:-
M/S G.S.

1aiiStep1



0

1aiiStep2



0

1aii



0

1



5

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Result Overview

Awarded Marks: 40

Max Marks:100

NA Not Attempted

O Optional

M Marked

Q1_Compulsory (Score: 5/20)

Question No	Awarded Marks	Maximum Marks	Status
1	5	20	M
1ai	2	3	M
1aai	0	4	M
1b	2	7	M
1c	1	6	M

Q2_Q6 (Score: 35/80)

Question No	Awarded Marks	Maximum Marks	Status
2	9.5	20	M
2ai	1.5	4	M
2aai	1.5	3	M
2b	3	7	M
2c	3.5	6	M
3	9.5	20	M
3a	3.5	7	M
3b	4	7	M
3c	2	6	M
4	3.5	20	M
4ai	1.5	4	M
4aai	2	3	M
4b	0	7	M
4c	NA	6	NA
5	12.5	20	M
5ai	1.5	3	M
5aai	2	4	M
5bi	1.5	3	M

5bii	2.5	4	M
5c	5	6	M
6	0	20	O
6ai	0	3	O
6aii	0	4	O
6b	0	6	O
6c	0	7	O