
*Answer Any FIVE Questions
All Questions Carry Equal Marks
Question No. 8 is Compulsory*

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| 1. a | All Contracts are Agreements, but Every Agreement is not a Contract Explain with valid illustrations? | 6M |
| b | Narrate the significance and scope of a Free Consent for Lawful Contract? | 6M |
| 2. a | Differentiate between Sale and Agreement to sell under Indian Sale of Goods Act 1930? | 6M |
| b | Evaluate the grievance redressal machinery under Consumer Protection Act 1986? | 6M |
| 3. a | Explain the Classification and Characteristics of Lawful Agency? | 6M |
| b | Define and explain the significant role of the Negotiable instruments Act 1881 with valid classifications? | 6M |
| 4. a | Differentiate between Partnership and Company. | 6M |
| b | Evaluate the rights of outgoing partners under the Indian Partnership Act 1932. | 6M |
| 5. a | Describe the stages of the Company. | 6M |
| b | Define and explain the significance of the Article of Association. | 6M |
| 6. a | Describe the various kinds of offenses under the Information Technology Act 2000. | 6M |
| b | Describe the rights of a holder in due course of a Cheque under the Negotiable Instruments Act 1881. | 6M |
| 7. a | Briefly explain the unfair trade practices under Consumer Protection Act 1986. | 6M |
| b | Evaluate the various modes of winding up of a Company. | 6M |
| 8. | Mr.X, Mr. Y and Mr.Z were partners in a partnership firm M/s.XYZ& Co., which is engaged in the business of trading branded furniture. The name of the partners was clearly written along with the firm name in front of the head office of the firm as well as on the letter-head of the firm. On 1 st October 2019, Mr. Y passed away. His name was neither removed from the list of partners as stated in front of the head office nor from the letter-heads of the firm. As per the terms of the partnership, the firm continued its operations with Mr.X and Mr.Y as partners. The accounts of the firm were settled, and the amount due to the legal heirs of Mr.Z was also determined on 10 th October 2019. But the same was not paid to the legal heirs of Mr.Z on 16 th October 2019. Mr. A, a supplier, supplied furniture worth 20,00,000 to M/s XYZ & Co. could not repay the amount due to heavy losses. Mr.X wants to recover the amount not only from M/s XYZ & Co., but also from the legal heirs of Mr.Z.
Questions:
i. Analyze the above situation in terms of the permissions of the Indian Partnership Act,1932.
ii. Decide whether the legal heirs of Mr.Z can also be held liable for the dues towards Mr.X. | 12M |