

DIPLOMA IN CORPORATE LAWS (CBCS-2024)
D.C.L. : SUMMER : 2025
SUBJECT: FUNDAMENTALS OF COMMERCIAL LAWS

Day : Wednesday
Date : 21/05/2025

S-30263-2025

Time : 10:00 AM-01:00 PM
Max. Marks : 80

N.B.:

- 1) All questions are **COMPULSORY**.
- 2) All questions carry **16** marks each.

Q. 1 A) Write short notes on **ANY TWO** of the following

- i) Special Contract
- ii) Rights of unpaid seller
- iii) LLP Agreements
- iv) Winding up and Dissolution

OR

B) Explain the rights and liabilities of parties under the contract of sale.

Q. 2 A) Explain the various steps involved during the registration of a Partnership firm.

OR

B) Enumerate the steps involved in the Winding up of a company.

Q. 3 A) What are the rights of Consumers under the Consumer Protection Act, 2019?

OR

B) What are the rights and liabilities of a seller and buyer under a contract of sale?

Q. 4 A) What do you understand by the concept of holder and holder in due course under the Negotiable Instruments Act, 1881?

OR

B) Mr. Topi pays 10, 00,000 to Mr. Gupta, a civil servant employed in a Government Department in consideration of Mr. Gupta's promise that a Government contract which is at the disposal of his department will be placed with Mr. Topi. But, before this could be done, Mr. Gupta is transferred to another department. Mr. Topi now wishes to reclaim from Mr. Gupta 10, 00,000. Will Mr. Topi succeed?

Q. 5 A) Analyze the concept of "Free Consent" under the Indian Contract Act, 1872.

OR

B) Y hold agricultural land in Gujarat on a lease granted by X, the owner. The land revenue payable by X to the Government being in arrear, his land is advertised for sale by the Government. Under the Revenue law, the consequence of such sale will be termination of Y's lease. Y, in order to prevent the sale and the consequent termination of his own lease, pays the Government, the sum due from X. Referring to the provisions of the Indian Contract Act, 1872, decide whether X is liable to make good to Y, the amount so paid?

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