TILAK MAHARASHTRA VIDYAPEETH, PUNE MASTER OF BUSINESS ADMINISTRATION (M.B.A.) EXAMINATION : JUNE – JULY-2022 SEMESTER – II

SECTION – I Q. 1. Fill in the blanks. 1. Free negotiability is an important characteristic of	(5)
 Free negotiability is an important characteristic of a) Negotiable Instruments b) Agreement c) Sale of Goods d) Contract When the person to whom the proposal is made signifies his a said to be a) Valid Contract b) Void Contract c) Voidable Contract d) Accepted means which are to be manufactured, produced a) Ascertained Goods b) Future Goods c) Existing Goods d) Specific Good A Contract which is not enforceable by law is called a) Valid Contract b) Void Contract c) Express Contract d) Implied Contract 	
 a)) Negotiable Instruments b) Agreement c) Sale of Goods d) Contract 2. When the person to whom the proposal is made signifies his a said to bea) Valid Contract b) Void Contract c) Voidable Contract d) Accepted 3means which are to be manufactured, produced a) Ascertained Goods b) Future Goods c)) Existing Goods d) Specific Good 4. A Contract which is not enforceable by law is calleda) Valid Contract b) Void Contract c) Express Contract d) Implied Contract 	
 c) Sale of Goods d) Contract 2. When the person to whom the proposal is made signifies his a said to be	
 said to bea) Valid Contract a) Valid Contract b) Void Contract c) Voidable Contract d) Accepted 3means which are to be manufactured, produced a) Ascertained Goods b) Future Goods c)) Existing Goods d) Specific Good 4. A Contract which is not enforceable by law is calleda) Valid Contract b) Void Contract c) Express Contract d) Implied Contract 	
 a) Valid Contract b) Void Contract c) Voidable Contract d) Accepted 3means which are to be manufactured, produced a) Ascertained Goods b) Future Goods c)) Existing Goods d) Specific Good 4. A Contract which is not enforceable by law is calleda) Valid Contract b) Void Contract c) Express Contract d) Implied Contract 	assent thereto the proposal is
 3means which are to be manufactured, produced a) Ascertained Goods b) Future Goods c)) Existing Goods d) Specific Good 4. A Contract which is not enforceable by law is called a) Valid Contract b) Void Contract c) Express Contract d) Implied Contract 5. The person who draws bills of exchange is called	
 a) Ascertained Goods b) Future Goods c)) Existing Goods d) Specific Good 4. A Contract which is not enforceable by law is called	
 c)) Existing Goods d) Specific Good 4. A Contract which is not enforceable by law is called	or acquired
 4. A Contract which is not enforceable by law is called	
 a) Valid Contract b) Void Contract c) Express Contract d) Implied Contract 5. The person who draws bills of exchange is called 	S
5. The person who draws bills of exchange is called	
	act
a) Dringinla Dahtan (h) Craditon	
a) Principle Debtor b) Creditor	
c) Surety d) None of the A	bove
 Q. 2. Answer the following. (Any Two) 1. Discuss the rights and duties of an agent. 	(20)
 Discuss the rights and duties of an agent. What are the various clauses of memorandum of Association 	
 Difference between- condition and warranty 	
 What are different kinds of Contract under Indian Contract A 	ct, 1872?
 Q. 3. Write notes on. (Any Two) 1. Essentials of Promissory note 	(10
2. Types of Goods under Sale of Goods Act, 1930	
3. Difference between "sale" and "agreement to sell"	

SECTION – II

Q. 4. Case Study

Mr. Shubham is referred to as the plaintiff. He was actually one of the candidates appear to be in the position of headmaster of a school. The manager at that time referred his candidature to the appointing authority, and the appointing authority, in return, release a resolution which sort of appointing him to the said position. At this point, there was no formal acceptance directly to him, and these were only internal dealings at that time. One board member heard the discussion from a distance in which the other board members were discussing that they would finally appoint him as the headmaster of the school. He then proceeded to inform Shubham of the same. After getting the intimation, Shubham was quite happy that he was being appointed as the headmaster, but later on, the members of the board cancelled his resolution of being appointed as the headmaster, and because of this decision, Shubham went on to file a suit for breach of contract against the managers.

Issues

The main contention that came to the court was whether there was an actual breach of contract or not as stated by the plaintiff?

Q. 5. Answer the following:

a) Explain in Detail the Contract of Agency

OR

b) What is Partnership? Discuss the Rights and Liabilities of a partner.

(10)