

SECTION – II

Q. 4. Case Study

(15)

Aditya on the 20th July of 2020 executed a mortgage deed in the favor of a moneylender named Sanjay carrying on business in Mumbai and elsewhere but throughout the transaction Sanjay was absent from the Mumbai. The business was carried out for him by his attorney Akshay. Aditya mortgaged immovable property his house for the repayment of Rs. 20,00,000 at the rate of 12% (Twelve Percent) interest, the amount increased in the dispute. At that time the respondent was a minor. On the 15th of July 2020, Akshay received information that Aditya was still minor through a letter sent by Rohan, an attorney. Akshay denied receiving any letter but court held that he did personally receive the letter on 15th July and the evidence is conclusive.

• **Issues:**

1. Whether the contract was void or not under;
2. Whether Aditya was liable to pay back the loan to the;
3. Whether the contract of mortgage was avoidable or not.

Q. 5. Answer the following:

(10)

- a) What is a contract? What are the essential elements of a valid contract?

OR

- b) What is a company? Explain in detail Winding up of a Company.
