

- (c) What is meant by 'Designated Partners'? Discuss the provisions of the Limited Liability Partnership Act, 2008 regarding eligibility and appointment conditions for the appointment of designated partners. (10)
- (d) "An LLP has freedom in adopting any name of its choice and nobody can object to its choice". Comment (5)
5. (a) Define any two of the following terms as used in IT Act, 2000
- (i) Digital Signature
- (ii) Private Key and Public Key
- (iii) Electronic Record (2×3=6)
- (b) How is "Cyber Appellate Tribunal" established? What are its powers under the Information Technology Act, 2000? Discuss. (9)

OR

- (c) Discuss the powers of "Controller of Certifying Authorities" under the IT Act, 2000. (8)
- (d) Explain the terms "E-Commerce" and "E-Governance" with reference to IT Act, 2000. (7)

(200)

5/12/18 (Evening)

[This question paper contains 4 printed pages.]

Your Roll No.....

Sr. No. of Question Paper : 2069

Unique Paper Code : 61018512

Name of the Paper : Business Laws (GEC-5.2)

Name of the Course : **B. Voc. (BFSI), (CBCS), 2018**

Semester : V

Duration : 3 Hours

Maximum Marks : 75

Instructions for Candidates

1. Write your Roll No. on the top immediately on receipt of this question paper.
2. Attempt **all** questions.
3. **All** questions carry equal marks. (15×5=75)
4. Parts of the same question should be attempted together and NOT separately.

1. (a) Write short notes on :

(i) Implied Contracts

(ii) Quasi Contracts

(iii) Executed Contract

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(iv) Bilateral Contract (2.5×4=10)

- (b) "Insufficiency of consideration is immaterial; but an agreement without consideration is void." Explain. (5)

OR

(c) Discuss in detail the provisions of law relating to Minor's Agreement. (10)

(d) "An invitation to offer is not an offer." Elucidate the statement. (5)

2. (a) Define "Actual Authority" and "Ostensible Authority" of an agent and explain the extent of an Agent's authority. Can an agent delegate his authority to another? If so, under what circumstances? (10)

(b) Distinguish between a contract of guarantee and a contract of indemnity. (5)

OR

(c) Define pledge. Also state the respective rights and duties of pawnor and pawnee. (8)

(d) What is a contract of guarantee? What are its special features? (7)

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3. (a) Explain briefly the implied conditions and warranties in a contract of Sale of Goods. (8)

(b) State the Doctrine of Caveat Emptor and explain the exceptions to it. (7)

OR

(c) "A seller cannot convey a better title to the buyer than he himself has". Discuss this rule of law and point out the exceptions. (8)

(d) Define unpaid Seller. What are his rights under the sale of Goods Act? (7)

4. (a) Discuss the procedure of conversion from partnership firm into Limited Liability Partnership. Also, discuss the effects of registration on conversion. (12)

(b) Discuss the effect of conversion from a private company to an LLP on the following :

(i) Tangible and Intangible Property vested in the company.

(ii) Proceedings by or against the company which are pending before the court. (3)

OR

P.T.O.