

COMMERCIAL AND INDUSTRIAL LAW AND AUDITING

COMMERCIAL AND INDUSTRIAL LAW

LAWS OF CONTRACT

Objective -Type Questions :

Q1. Comment on the following statement :

- (a) A quasi contract is not a valid contract. [Ref : Q1. (a)(iv), Dec '07 / Paper-7]

Q2. Write explanatory note on :

- (a) 'Uberrimae Fidei' [Ref : Q6. (d)(a), June '08 / Paper-7]

Q4. Comment on the following statement :

- (a) Mr. X coerces Mr. Y to enter into a contract to sell Y's house worth Rs. 50 lakhs to X for Rs. 20 lakhs. [Ref : Q1. (a)(viii), Dec '06 / Paper-7]

Q5. Are all contracts without consideration void? Do you agree? [Ref : Q1. (b), Dec '04 / Paper-7]

Q6. Distinguish between Indemnity and Guarantee. [Ref : Q1. (b), June '08 / Paper-7]

Q7. Distinguish between 'Bailment' & 'Pledge'. [Ref : Q1. (b), Dec '07 / Paper-7]

Q8. Distinguish between Bailment and Pledge. [Ref : Q1. (b), June '04 / Paper-7]

Descriptive & Practical Questions :

Q1. Explain the essential elements which must be present in a valid contract.

[Ref : Q4. (e), Dec '07 / Paper-7]

Q2. Explain the essential elements of a valid contract.

[Ref : Q4. (a), June '05 / Paper-7]

Q3. Distinguish between "Sale" and "Agreement to Sale".

[Ref : Q2. (b), Dec '05 / Paper-7]

Q4. Certain agreements are expressly declared to be void/unlawful. Answer with Rule position.

[Ref : Q5. (a), June '08 / Paper-7]

Q5. All agreements are not Contracts but all Contracts are Agreements.

[Ref : Q5. (d), Dec '06 / Paper-7]

Q6. Mere mental acceptance is no acceptance.

[Ref : Q6. (f), June '06 / Paper-7]

Q7. Under what circumstances, a Contract can be discharged?

[Ref : Q5. (b), June '07 / Paper-7]

Q8. Explain the remedies available to aggrieved party for breach of contract.

[Ref : Q2. (a), June '04 / Paper-7]

LAWS OF RELATING TO SALE OF GOODS**Objective -Type Questions :**

Q1. Comment on the following statement :

- (a) Mr. X coerces Mr. Y to enter into a contract to sell Y's house worth Rs. 50 lakhs to X for Rs. 20 lakhs. [Ref: Q1. (a)(viii), Dec '06 / Paper-7]

Q2. Comments on the following statement :

- (a) The title to goods is transferred to the buyer immediately on payment of first instalment in Hire Purchase Agreement. [Ref: Q1. (a)(vii), June '04 / Paper-7]

Descriptive & Practical Questions :

Q1. 'Future Goods' and 'Specific Goods'. [Ref: Q6. (c), June '08 / Paper-7]

Q2. "Sale" and "Agreement to Sell". [Ref: Q6. (a), Dec '06 / Paper-7]

Q3. What are the implied conditions in a contract of sales? [Ref: Q2. (c), Dec '07 / Paper-7]

Q4. Comments on the following statement :

- (a) A stipulation may be a condition though called a warranty in the contract (Sale of Goods Act, 1930). [Ref: Q1. (a)(iv), June '07 / Paper-7]

Q5. Caveat Emptor. [Ref: Q6. (d), June '07 / Paper-7]

Q6. Conditions & Warranties (Sale of Goods Act). [Ref: Q6. (b), June '05 / Paper-7]

Q7. Arun purchased 10 kgs of potatoes from a trader. Subsequently 1 kg was found rotten. On approach trader refused to exchange such rotten potato. [Ref: Q5. (d), Dec '07 / Paper-7]

Q8. Goods sent on "Approval" or "on Sale or Return". [Ref: Q6. (e), Dec '04 / Paper-7]

INDUSTRIAL LAWS & INDUSTRIAL DISPUTE ACT**Objectives -Type Questions :**

- Q1. (b) Industrial disputes are sought to be settled by various Authorities and methods prescribed by the Industrial Disputes Act, 1947. State the legal provisions. [Ref: Q1. (b), Dec '06 / Paper-7]
- Q1. (b) Distinguish between Lay Off and Retrenchment. [Ref: Q1. (b), June '06 / Paper-7]
- Q1. (a) Comment on the following statements :
(iv) Lay off and retrenchment cannot the same meaning. [Ref: Q1. (a)(iv), Dec '05 / Paper-7]
- Q1. (a) Comments on following statements :
(viii) An apprentice is an workman under Industrial Dispute Act. [Ref: Q1. (a)(viii), June '05 / Paper-7]
- Q1. (a) Comments on the following statements :
(ii) An individual dispute is not an industrial dispute. [Ref: Q1. (a)(ii), June '04 / Paper-7]

Descriptive & Practical Questions :

- Q6. (d) Industrial Disputes. [Ref: Q6. (d), Dec '08 / Paper-7]
- Q6. (b) Conciliation Officer [Ref: Q6. (b), June '08 / Paper-7]
- Q1. (b) Distinguish between "Strike" and "Lock-out". [Ref: Q1. (b), June '07 / Paper-7]
- Q5. (c) Every termination of employment is retrenchment. Discuss with reference to the provisions of the Industrial Disputes Act. [Ref: Q5. (c), June '06 / Paper-7]
- Q2. (c) Workers are entitled to Wages for Strike period also. State the legal position. [Ref: Q2. (c), Dec '04 / Paper-7]
- Q4. (d) How are the Industrial Disputes settled? [Ref: Q4. (d), Dec '04 / Paper-7]

PAYMENT OF BONUS ACT**Objectives -Type Questions :**

Q1. Comment on the following statement :

- (a) ABC Ltd. Which employees 18 persons during 2007-2008 incurred loss, company refused to pay bonus. [Ref : Q1. (a)(ix), Dec '08 / Paper-7]

Q2. Comment on the following statement :

- (a) Payment of Bonus Act 1965 applies to every factory and every establishment. All classes of employees are covered also. There is no exception.

[Ref : Q1. (a)(ix), Dec '07 / Paper-7]

Q3. Comments on the following statement :

- (a) Eligibility to Bonus depends on the period of actual service.

[Ref : Q1. (a)(ii), June '05 / Paper-7]

Q4. Comments on the following statement :

- (a) Payment of Bonus is limited to available surplus.

[Ref : Q1. (a)(ix), Dec '04 / Paper-7]

Q5. Comments on the following statement :

- (a) Bonus payment may be linked to production or productivity.

[Ref : Q1. (a)(iii), June '04 / Paper-7]

Descriptive & Practical Questions :

Q1. Write short note on :

- (c) Allocable Surplus

[Ref : Q6. (c), June '04 / Paper-7]

Q2. Distinguish between "Set off" and "Set-on".

[Ref : Q4. (b), Dec '06 / Paper-7]

PAYMENT OF GRATUITY ACT

Objectives -Type Questions :

Q1. Comments on the following statement :

- (a) In the event of death of an employee, amount of Gratuity is payable to any of his sons, who applies to the company. [Ref: Q1. (a)(ix), June '08 / Paper-7]

Q2. Comments on the following statements :

- (a) Gratuity is payable to an employee only on superannuation and within 3 months of its becoming due. [Ref: Q1. (a)(vi), June '07 / Paper-7]

Q3. Comments on the following statement :

- (a) Gratuity can be withheld by the employer for non-vacation of official quarter by the employee. [Ref: Q1. (a)(iii), Dec '06 / Paper-7]

Q4. Comments on the following statements :

- (a) Gratuity can be attached by an order of the court. [Ref: Q1. (a)(ix), Dec '05 / Paper-7]

Q5. Mention the conditions subject to which the Gratuity is payable to Employees.

[Ref: Q1. (b), June '05 / Paper-7]

Q6. Comments on the following statements :

- (a) It is illegal to pay gratuity in excess of the limits prescribed in the Payment of Gratuity Act. [Ref: Q1. (a)(ix), June '04 / Paper-7]

Descriptive & Practical Questions :

Q1. Payment of gratuity under Gratuity Act, is applicable to every factory, every shop, every establishment and others. Do you agree? [Ref: Q3. (e), Dec '08 / Paper-7]

Q2. Mr. Ram joined Bells Assam Ltd. on 26-11-1980 and superannuated on 31-5-2006. On the date of retirement, his monthly salary was Rs. 24,000. He also received overtime of Rs. 2,000. Calculate the amount of Gratuity. [Ref: Q5. (d), June '06 / Paper-7]

CONSUMER PROTECTION ACT**Objectives -Type Questions :**

Q1. Comments on the following statements :

- (a) ABC Ltd. purchased one machine for its production but the machine was defective. ABC Ltd. Is entitled to compensation under Consumer Protection Act. 1986.

[Ref: Q1. (a)(vii), Dec '08 / Paper-7]

Q2. Comments on the following statement :

- (a) 'Complainant' means any person. (Consumer Protection Act, 1986).

[Ref: Q1. (a)(vi), June '04 / Paper-7]

Descriptive & Practical Questions :

Q1. Write explanatory note on :

- (a) Consumer (consumer protection Act 1986).

[Ref: Q6. (a), Dec '07 / Paper-7]

Q2. Write explanatory note on :

- (a) Remedies available under the Consumer Protection Act.

[Ref: Q6. (f), Dec '05 / Paper-7]

NEGOTIABLE INSTRUMENT ACT**Objectives -Type Questions :**

Q1. Comments on the following statement :

- (a) Negotiation and Indorsement are synonymous. [Ref: Q1. (a)(v), Dec '08 / Paper-7]

Q2. Dishonored cheque is not to be treated as an offence — Comment.

[Ref: Q1. (a)(v), June '08 / Paper-7]

Q3. Comments on the following statement :

- (a) Stop payment instruction can stop prosecution (N.I. Act).

[Ref: Q1. (a)(ii), Dec '04 / Paper-7]

Descriptive & Practical Questions :

Q1. State the legal consequences, if any in the following cases, when —

- (a) Mr. X drawn a bill of exchange which was accepted by Mr. Zed without any consideration. Mr. X transferred the said bill to Mr. BEE without endorsement but for consideration.

[Ref: Q5. (a)(e), Dec '08 / Paper-7]

Q2. Negotiable instrument without consideration is also valid-state legal position.

[Ref: Q5. (b), Dec '07 / Paper-7]

Q3. Write explanatory note :

- (a) Acceptor for honour

[Ref: Q6. (f), Dec '07 / Paper-7]

Q4. A bill of exchange dated 31st August, 2006 was made payable at 3 months after date. What was the date of maturity?

[Ref: Q3. (a), June '07 / Paper-7]

Q5. Bill of Exchange and Promissory Note connote the same meaning. — Comments.

[Ref: Q5. (b), Dec '06 / Paper-7]

Q6. What are the consequences of a dishonour of a cheque?

[Ref: Q3. (d), June '06 / Paper-7]

Q7. Write explanatory note :

- (a) Acceptance for Honour.

[Ref: Q6. (c), Dec '05 / Paper-7]

Q8. When notice for dishonour is not necessary (N.I. Act)?

[Ref: Q5. (d), June '05 / Paper-7]

Q9. Write explanatory note :

- (a) Drawee in case of need (N.I. Act).

[Ref: Q6. (c), June '04 / Paper-7]

Q10. Write explanatory note :

- (a) Bouncing of Cheques.

[Ref: Q6. (e), June '04 / Paper-7]