

ONE LINER NOTES OF BRBL

1. Contract = Agreement + Enforceability.
2. All contracts are agreements but **all agreements are not necessarily contracts.**
3. A proposal becomes a promise when it is accepted.
4. The **offer should be without any qualification** and be definite.
5. The process of making a proposal is completed by the act of communicating it.
6. The offer and acceptance must be **consensus ad idem.**
7. Consensus ad idem means that both the parties must agree on the same thing in the same sense.
8. **Agreements of social nature do not contemplate legal relationship,** are not contracts.
9. Wherever there is a statutory requirement that the contract must be in writing and also registered.
10. The **liability of the surety is co-extensive** with that of the principal debtor.
11. A **surety is regarded as a favoured debtor.**

12. If there is any variance in the terms of the guarantee, the **surety will be discharged from liability** for any future debts, incurred **after any such variance**.
13. The surety released does not become free from his responsibility to the other sureties.
14. The term Bailment is derived from the **French word “Ballier”** which means to deliver.
15. **Money deposited in a bank** to be credited to the account of the person making payment does **not constitute a case of bailment**.
16. Sometimes there may be a bailment even without a formal contract.
17. A **contract of Bailment is voidable** at the **option of the bailor**, if the bailee does any act which is **inconsistent with the conditions** of the bailment.
18. The **bailee is bound to deliver to the bailor any increase or profit** which may have arisen from the goods bailed.
19. The **Pawnee can retain the goods pledged** also for **all necessary expenses incurred by him** in preservation of the goods pledged.
20. The pledgee can further pledge the movable property pledged, the pledge will be valid only to the extent of the interest of the pledgee.
21. **No consideration is necessary to create an agency**. This is provided in Section 185 of the Indian Contract Act.

22. It is **duty of Agent not to make undisclosed secret profit** from the agency.
23. A contract of sale may be absolute or conditional.
24. When the **transfer of the property in the goods is to take place at a future time** or subject to some condition, thereafter to be fulfilled, the contract is called **an agreement to sell**.
25. In a contract of sale, the ownership of goods has already passed, irrespective of whether the goods are delivered or not.
26. **Doctrine of caveat emptor means**, the person who buys goods must keep his eyes open, his mind active and be cautious **while buying the goods**.
27. If the **number of partners exceed 100** the **partnership becomes an illegal association**.
28. Every partner shall indemnify the firm for any loss caused to it by his fraud in the conduct of the business of the firm.
29. **No minimum paid up capital** is prescribed for a **private/public company**.
30. The first step in the formation of a company is the preparation of the memorandum of association.
31. **AOA consists of a set of rules/regulations** and bye laws made by the company for internal management of the company.

32. **Clauses in the MOA can be altered only by a special resolution** passed by the company and with the approval of the Central Government.
33. If a company does something in contravention of the provisions of its AOA, the same can be **ratified by the shareholders** at a general meeting and thus rectified.
34. **Company is a legal person it can become a member** of another company provided it is so **authorized by its memorandum of association**.
35. **Partnership firm** is not a legal person it cannot buy any shares in its own name and thus **cannot become a member of a company**.
36. **A non-resident cannot become a member** of a company without complying with the requirements of the **FEMA Act, 1999 and permission of the RBI**.
37. An insolvent person may remain a member of a company as long as he is on the register of members.
38. If a company does **not maintain a register of members** or debenture-holders or other security holders
- the company shall be liable to a penalty of three lakh rupees** and
 - every officer of the company who is in default** shall be liable to a **penalty of fifty thousand rupees**.
- If there arises any vacancy in office of any director then subject to the articles, **the board of directors can fill the vacancy** at a meeting of the board.

- **Critical Information Infrastructure** means the computer resource, the incapacitation or destruction of which, shall have **debilitating impact on national security, economy, public health or safety**

39. The RBI Integrated Ombudsman Scheme was introduced under **Clause 35A** of the **Banking Regulation Act, 1949** by RBI.

40. The **appointment** of Ombudsman or the Deputy Ombudsman shall be made for a **period not exceeding three years** at a time.

41. The **staffing of the office** of the Ombudsman and the CRPC will be the responsibility and **at the cost of the RBI**.

42. The complaint is made to the Ombudsman **within one year** after the complainant has **received the reply from the Regulated Entity** where no reply is received, within one year and **30 days from the date of the complaint**.

43. The Ombudsman may also **award a compensation not exceeding Rupees one lakh** to the complainant.

44. A **revision in MSME definition** was announced in the **Atma-nirbhar Bharat package on 13th May, 2020**.

45. The **National Board for MSME** normally **consists of 47 members** of which **18 are ex-officio members**.

46. The **Advisory Committee** was constituting for MSME under the Chairmanship of the **Secretary, Ministry of Micro, Small and Medium Enterprises**.

47. The ARC whose registration is cancelled can **prefer an appeal** within thirty days from the date of communication of order, to **the Central Government**.

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48. The Asset Reconstruction Company raises funds for acquisition of an asset by **issue of security receipts**.
49. The **security receipts are not issued to the public**. Security receipts are **issue only to the qualified institutional buyers**.
50. Operational creditors are those whose **claims arise from a transaction on operations**.
51. The institutional infrastructure under the IBC, 2016 rests on **four pillars, Insolvency Professionals, Information Utilities, Adjudicating Authorities**; and The Insolvency and Bankruptcy Board of India (IBBI).
52. The **Limited Insolvency Examination** is one of the mandatory conditions of getting **registered as an Insolvency Professional** with IBBI.
53. The **CIRP shall be completed within a period of 182 days** from the date of admission of the application to initiate such process.
54. The **Fast Track Resolution process shall be completed in 90 days (extendable by maximum 45 days)**.
55. A resolution passed to this effect shall be approved by creditors representing **two-thirds value of the company's debts for voluntary liquidation**.
56. In any **proceeding where the bank is not a party, no officer** of a bank shall be **compellable to produce any bankers' book**.
57. **No appeal shall lie in any court** against the **award passed by Lok Adalats**.

58. **Every Lok Adalat** shall have the requisite powers to **specify its own procedure** for the determination of any dispute coming before it.

59. The **Central Council** shall **hold at least one meeting** of the Council shall be held every year.

60. The **State Council** shall **hold not less than two meetings** every year.

61. The **Central Government** shall **establish a consumer mediation cell** to be attached to the National Commission and each of the regional Benches.