

Enrollment No.....



Faculty of Management
End Sem (Even) Examination May-2018
MS3CO11 Business Laws

Programme: BBA

Branch/Specialisation: Management

Duration: 3 Hrs.

Maximum Marks: 60

Note: All questions are compulsory. Internal choices, if any, are indicated. Answers of Q.1 (MCQs) should be written in full instead of only a, b, c or d.

- Q.1 i. Which of the following elements does not affect 'free consent' of the parties: **1**
- (a) Undue influence (b) Coercion
(c) Unsoundness of mind (d) Misrepresentation
- ii. When an offer is made to the public, it is known as: **1**
- (a) Implied Offer (b) Express Offer
(c) Specific Offer (d) General Offer
- iii. Which of the following is not an implied condition in a contract of sale: **1**
- (a) Condition as to title
(b) Condition as to description
(c) Condition as to free from encumbrance
(d) Condition as to sample
- iv. On the transfer of ownership, if a buyer fails to accept the goods or pay for them, then the seller can file a suit for recovery of: **1**
- (a) Price (b) Interest
(c) None of these (d) Both (a) and (b)
- v. A negotiable instrument in which no time for payment is specified is payable: **1**
- (a) After acceptance (b) After sight
(c) After one month (d) On demand
- vi. Which of the following is not competent to draw a valid negotiable instrument? **1**
- (a) Insolvent (b) Company
(c) Agent (d) Both (b) and (c)

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- vii. The chairman of District Consumer Protection Council is: **1**
 (a) District Collector (b) District Supply Officer
 (c) President of District Forum (d) Chief Minister
- viii. The jurisdiction of a district forum is upto: **1**
 (a) Rs. 50 Lakh (b) Rs. 20 Lakh (c) Rs. 30 Lakh (d) Unlimited
- ix. The partners of Limited Liability Partnership are liable to the extent of their: **1**
 (a) Personal Assets (b) Family Assets
 (c) Contribution (d) None of above
- x. Ministry of Corporate Affairs enforced the Limited Liability Partnership Act, with effect from: **1**
 (a) 31st March 2008 (b) 1st April 2008
 (c) 31st March 2009 (d) 1st April 2009

- Q.2 Attempt any two :
 i. Define Contract. Discuss the essentials of a Valid Contract according to section 10 of Indian Contract Act. **4**
 ii. What do you mean by revocation of Offer and Acceptance? **4**
 iii. As per the section 11 of Indian Contract Act, who is competent enter into contract. **4**

- Q.3 Attempt any two :
 i. What do you mean by Contract of Sale? Explain in brief, how it differs from the Agreement to Sale? **4**
 ii. Describe the various rights of Unpaid Seller against goods. **4**
 iii. Describe the various rights of Unpaid Seller against buyer. **4**

- Q.4 i. What do you mean by Crossing of a Cheque? **2**
 Attempt any two :
 ii. What is Negotiable instrument? **3**
 iii. 'Holder in due course' is a 'Holder' but a Holder is not a 'Holder in due course'. Discuss. **3**
 iv. What are the various modes of discharge of a Negotiable Instrument? Briefly explain. **3**

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- Q.5 Attempt any two :
 i. Explain the procedure of redressal of complaints as per section 13 of Consumer Protection Act 1986. **4**
 ii. Who is Consumer? Explain the rights of a Consumer. **4**
 iii. How a complaint can be filled with a District Forum. **4**

- Q.6 Attempt any two:
 i. What do you mean by Limited Liability Partnership? **4**
 ii. Explain the characteristics of Limited Liability Partnership? **4**
 iii. Give the differences between Limited Liability Partnership and Partnership Firm. **4**

- Q.7 Case Study :
 i. Atharva, a minor, falsely represented himself to Niharika that he was a major and requested to lend him Rs. 100000/-. Niharika believed and acted upon Atharva's statement and lent him the amount. Later, Atharva failed to repay the loan amount to Niharika who filed a suit against Atharva in a court of law. Atharva pleads his minority. Decide giving reasons. **5**
 ii. Mihir sold his car to Aryan for Rs. 200000/-. After inspection and satisfaction, Aryan paid Rs. 100000/- and took the possession of the car and promised to pay the remaining amount within a month. Later on Aryan refuses to give the remaining amount on the ground that the car was not in good condition. Advice Mihir that what remedy is available to him against Aryan **5**

**Marking Scheme
MS3CO11 Business Laws**

Q.1	i.	(c) Unsoundness of mind	1
	ii.	(d) General Offer	1
	iii.	(c) Condition as to free from encumbrance	1
	iv.	(d) Both (a) and (b)	1
	v.	(d) On demand	1
	vi.	(a) Insolvent	1
	vii.	(a) District Collector	1
	viii.	(b) Rs. 20 Lakh	1
	ix.	(c) Contribution	1
	x.	(c) 31 st March 2009	1
Q.2		Attempt any two :	
	i.	Define Contract - 1 Mark	4
		Discuss the essentials of a Valid Contract according to section 10 of Indian Contract Act - 3 Marks	
	ii.	What do you mean by revocation of Offer and Acceptance? (2 marks each)	4
	iii.	Competent enter into contract. - 3 Marks	4
		Case of Mirror - 1 Mark	
Q.3		Attempt any two :	
	i.	Meaning definition and essentials - 2 Marks	4
		Difference between Contract of Sale and the Agreement- 2 Marks	
	ii.	Rights of Unpaid Seller against goods.	4
	iii.	Rights of Unpaid Seller against buyer.	4
Q.4	i.	Meaning of Crossing of a Cheque	2
		Attempt any two :	
	ii.	What is Negotiable instrument	3
	iii.	'Holder in due course' is a 'Holder' but a Holder is not a 'Holder in due course'. Discuss.	3
	iv.	Various modes of discharge of a Negotiable Instrument.	3

Q.5		Attempt any two :	
	i.	The answer should include meaning and also these three agencies	4
		(a) Consumer Disputes Redressal Forum – Also known as District Consumer Forum	
		(b) Consumer Disputes Redressal Commission – Also known as State Commission	
		(c) National Consumer Disputes Redressal Commission – Also known as National Commission	
	ii.	Consumer - 1 Mark	4
		Rights of a Consumer. - 3 Marks	
	iii.	How a complaint can be filled with a District Forum. Procedure - 4 Marks	4
Q.6		Attempt any two:	
	i.	Meaning of Limited Liability Partnership - 4 Marks	4
	ii.	Characteristics of Limited Liability Partnership - 4 Marks	4
	iii.	Differences between Limited Liability Partnership and Partnership Firm. - 4 Marks	4
Q.7		Case Study :	
	i.	Decision in favour of Atharva - 2 Marks	5
		Reason and Explanation - 3 Marks	
	ii.	Decision in favour of Mihir - 2 Marks	5
		Reason and Explanation - 3 Marks	
