

Course Code <b>BCO – 02</b>
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**Term End Examination - December, 2019**

BUSINESS LAW

Bachelor of Commerce (Honours) (BCOM)

*Time* : 3 hours

*Full Marks* : 100

*The figures in the right-hand margin indicate marks*

Answer **all** Groups as directed

Group—A

1. Answer *all* the questions, each within 1 word : 1×10=10
  - (a) In a contract of indemnity, the promisor is known as \_\_\_\_\_.
  - (b) An Offer made by words spoken or written is known as \_\_\_\_\_.
  - (c) When consent to an agreement is caused by coercion, the agreement is \_\_\_\_\_.
  - (d) An agreement to sell is an \_\_\_\_\_ contract.

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- (e) If there is a breach of condition, the aggrieved party can only claim damages and has no right to repudiate the contract. (True or False)
- (f) In which year the Consumer Protection Act, 1986, came into force?
- (g) Every Limited Liability Partnership shall have at least \_\_\_\_\_ designated partner.
- (h) The liability of partners in a partnership firm is \_\_\_\_\_.
- (i) A promissory note is a document in writing containing an unconditional \_\_\_\_\_ to pay.
- (j) How many parties are there in case of Bills of Exchange?

Group—B

2. Answer any *ten* questions each within 2 sentences :  $2 \times 10 = 20$

(a) What do you mean by Quasi-contract?

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- (k) Explain any three differences between holder and holder in due course.
- (l) Explain the rules regarding noting and protesting under the Act.

Group—D

4. Answer any *four* questions each within 500 words :  $10 \times 4 = 40$
- (a) "All agreements are not contracted, but all contracts are agreements." Discuss.
- (b) Discuss the rights and duties of Bailor.
- (c) Define sale and agreement to sell. In what respect does a sale differ from an agreement to sell.
- (d) Discuss exemption from disclosure under section 8 of the RTI Act.
- (e) Define partnership. Elaborate essential features of a partnership and true test of it.
- (f) Distinguish between Promissory Note and Bills of Exchange.

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Group—C

3. Answer any *ten* questions each within 75 words : 3×10=30
- (a) What do you mean by undue influence and how it is different from coercion?
  - (b) Explain void agreement with suitable examples.
  - (c) What are different modes of discharge of contract?
  - (d) Distinguish between sale and bailment.
  - (e) In what circumstances conditions are treated as a warranty?
  - (f) Explain unfair trade practice.
  - (g) What are the effects of non-registration of a partnership firm?
  - (h) Explain any three differences between LLP and company.
  - (i) Explain any three features of LLP.
  - (j) What are the different modes of crossing?

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- (b) What is Breach of Contract?
- (c) X agrees to sell a cow to Y at a certain price. Before delivery date snake bites the cow and the cow dies. Does this offer lapse?
- (d) Miss Katrina purchased a bottle of Godrej hair dye from a shop in spite of knowing that her skin is sensitive to the use of such dye. But she did not disclose this to the shopkeeper. After using she got allergy. Can Miss Katrina recover the damages?
- (e) Define the term conditions in the context of the Sale of Goods Act.
- (f) Who is a consumer under the Consumer Protection Act?
- (g) Explain the Partnership Deed.
- (h) Can a minor be a partner in a partnership firm?
- (i) Define Limited Liability Partnership.
- (j) Give a specimen of Bills of Exchange.
- (k) What is bouncing of cheques?
- (l) Define Promissory Note.