

Business Law

Q.P. Code: 00000542

[Time:2.30 Hrs]

[Marks:75]

Please check whether you have got the right question paper.

- N.B: 1. All question are compulsory.
2. Figures to the right indicate full marks.

Q.1 A Answer the following multiple choice questions. **Attempt Any 8**

08

1. The consumer protection act was founded in the year _____
(a) 2019 (b) 2020 (c) 2010 (d) 2022
2. The negotiable instrument act _____
(a) 1881 (b) 1882 (c) 2021 (d) 1992
3. The sale of goods act _____
(a) 1930 (b) 1941 (c) 1952 (d) 1972
4. A contract is an agreement enforceable by _____
(a) contract of guarantee (b) law (c) contract of indemnity (d) rights in rem
5. Law of Contract Act, _____
(a) 1872 (b) 1841 (c) 1852 (d) 1972
6. The position of a hire purchaser is that of a _____
(a) owner (b) bailee (c) creditor (d) debtors
7. Sale of goods act applies to contract of _____
(a) work and labour (b) exchange of goods
(c) service (d) sale of goods for money Consideration
8. Who is not a party to a cheque _____
(a) drawer (b) drawee (c) payee (d) acceptor
9. The right of subrogation in a contract of guarantee is available to the
(a) creditors (b) principal debtor (c) service (d) surety
10. For what term of imprisonment an offender under section 138 of the negotiable Instrument act can be punished?
(a) 2 years (b) 1 years (c) 3 years (d) 5 years

Q.1 B **State whether True or False. (Any 7)**

07

1. Contract of sale can be made by words of mouth.
2. In a contract of sale, payment of price may take place at a future date.
3. The installments paid by the hire purchaser are for the recovery of the price of the goods.
4. Offer to sell or buy goods and acceptance of such offer forms into the contract of sale.
5. A contract of guarantee must be in writing.
6. Consideration received by the principal debtor is sufficient for the surety, and it need not result in some benefits to the surety himself.
7. The liability of the surety is co-extensive with that of the principal debtors.
8. Where a contract to give time to the principal debtor is made by the

creditors with a third person, and not with the principal debtor, the surety is discharged.

9. If a creditor does some act which by implication releases the principal debtors from his liability, the surety is not discharged.

10. In a contract of guarantee two parties are necessary.

- Q.2 A What are kinds of agreement? 08
 B What are classifications of contracts according to modes of formation? 07
 OR
 C What are classifications according to performance? 08
 D What are the various kinds of contract? 07
- Q.3 A What are the elements of Offer? 08
 B To whom offer can be made? 07
 OR
 C State the rule of valid acceptance? 08
 D What are the Modes of Revocation of Proposal? 07
- Q.4 A What are the effect of minor agreement? 08
 B Write a note on persons disqualified to enter into a contract? 07
 OR
 C What are the legal rules of consideration? 08
 D What are undue influences in contract? 07
- Q.5 A What are the elements of fraud? 08
 B What are different types of contingent contracts? 07
 OR
 C write a short note on any 3 15
 1. Composition of National Commission
 2. Consumer dispute redressal agencies
 3. Essentials of a Valid Endorsement?
 4. Dishonor of cheque
 5. Promissory note