

CS/BBA (H) /BIRM/BSCM/Odd/Sem-3rd/BBA-303/2015-16



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BBA-303

BUSINESS REGULATORY FRAMEWORK

Time Allotted: 3 Hours

Full Marks: 70

*The questions are of equal value.
The figures in the margin indicate full marks.
Candidates are required to give their answers in their own words as far as
practicable. All symbols are of usual significance.*

**GROUP A
(Multiple Choice Type Questions)**

1. Answer any *ten* questions. 10×1 = 10
- (i) X and his friend Y enter a shop and X says to Z “supply the goods required by Y and if he does not pay you, I will” - it is a contract of
- (A) Indemnity (B) Bailment
(C) Gurantee (D) None of these
- (ii) The end of the relationship of Principal and Agent
- (A) Termination of agency (B) Termination of Bailment
(C) Both (a) and (b) (D) None of these
- (iii) Sale of Goods Act implied in
- (A) 1991 (B) 1990
(C) 1930 (D) None of these

- (iv) Contract of sale means
- (A) Sale of goods (B) Agreement to sell
(C) Both (a) and (b) (D) None of these
- (v) Which of the following is not an example to the rule, No consideration, No contract?
- (A) Natural love and affection
(B) Compensation for involuntary services
(C) Completed gift
(D) Agency
- (vi) "Mercantile agent" means the person
- (A) who sell goods, or consigns for the purpose of sell, or buy goods or raise money on security of goods
(B) who only sell or purchase
(C) who only consign goods
(D) who only transfer goods
- (vii) An agreement in restraint of marriage under section 26 is
- (A) void (B) voidable
(C) valid (D) unenforceable
- (viii) Inadequacy of consideration is relevant in determining the question of
- (A) fraud (B) misrepresentation
(C) undue influence (D) free consent
- (ix) A is indebted to B. He sells trolley to C .C promises to pay all debts of A to B. If C fails to pay, B has no right to sue C because
- (A) C is stranger to consideration
(B) C is stranger to contract
(C) Both (a) and (b)
(D) None of these

- (x) I am not getting regular water supply. What can I do against the concerned Govt. authority?
- (A) Approach Consumer Court
 - (B) Approach Civil Court
 - (C) Cannot Approach any Court
 - (D) Both (a) and (b)
- (xi) Promises which form the consideration or part of the consideration for each other are called
- (A) reciprocal promises (B) cross offers
 - (C) conditional offer (D) conditional promises

GROUP B
(Short Answer Type Questions)

Answer any *three* questions.

3×5 = 15

2. How a contract Discharge by Supervening Impossibility?
3. "Offer must be communicated to the offeree". Explain it with example.
4. Which types of condition excluded from implied condition?
5. Discuss the rules regarding negotiable instrument, presentment by or to agent or representative.
6. State the composition and objectives of Central Consumer Protection Council.

GROUP C
(Long Answer Type Questions)

Answer any *three* questions.

3×15 = 45

7. (a) Define condition and warranty. When condition to be treated as warranty? Differentiate between condition and warranty. 8+7
(b) Define the document of title to goods. What are the essential features of Sale of Goods Act?
8. (a) What are unascertained goods? Discuss the reservation of right of disposal. 5+10
(b) State the law regarding necessities, Finder of the goods and performance of Non-Gratuitous Act.
9. (a) Define Agent. Discuss the different types of agent. 8+7
(b) Define unpaid seller. On which condition the ownership of the goods has not transferred to the buyer.
10. (a) When consent is not free as per law? What do you mean by undue influence? What is the presumption of undue influence? 10+5
(b) When an agreement said to be against public policy? Discuss with example.
11. Write short notes on any *three* of the following: 3×5
(a) Void ab initio
(b) Penalty
(c) Caveat Emptor
(d) Quasi contract
(e) Unpaid seller