



Name : .....

Roll No. : .....

Invigilator's Signature : .....

**CS/HM/SUPPLE/SEM-5/BHM-503/2010  
2010  
LAW**

Time Allotted : 3 Hours

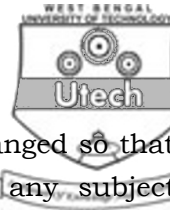
Full Marks : 70

*The figures in the margin indicate full marks.*

*Candidates are required to give their answers in their own words  
as far as practicable.*

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

1. Choose the correct alternatives for the following :  $10 \times 1 = 10$ 
  - i) When an offer is made by stating so in words or in writing is called
    - a) Implied offer
    - b) Express offer
    - c) Contingent offer
    - d) none of these.
  - ii) An agreement enforceable by Law is
    - a) acceptance
    - b) offer
    - c) contract
    - d) all of these.
  - iii) According to Indian Majority Act, 1985, a minor is one who has not completed his or her
    - a) 16th year of age
    - b) 17th year of age
    - c) 18th year of age
    - d) 19th year of age.



- iv) A person whose mental powers are deranged so that he cannot form a rational judgment on any subject is known as
- a) minor                                      b) idiocy  
c) lunacy                                      d) none of these.
- v) An agreement not supported by consideration becomes a
- a) nudum pactum                      b) naked agreement  
c) both (a) & (b)                      d) none of these.
- vi) According to the Shops and Establishments Act, "Child" means a person who had not completed
- a) age of ten years                      b) age of twelve years  
c) age of fourteen years              d) age of sixteen years.
- vii) Shop and Establishments Act., was introduced in West Bengal during
- a) 1943                                      b) 1953  
c) 1963                                      d) 1973.
- viii) Who is not competent to make a contract ?
- a) Patient                                      b) Doctor  
c) Nurse                                      d) Minor.
- ix) The Consumer Protection Act, was enacted in the year
- a) 1976                                      b) 1986  
c) 1996                                      d) 2006.
- x) An agreement void from the beginning is known as
- a) void ab initio                      b) consensus an idem  
c) both (a) & (b)                      d) none of these.



**GROUP – B**

**( Short Answer Type Questions )**

Answer any *three* of the following.  $3 \times 5 = 15$

2. “A mere mental acceptance, not evidenced by words or conduct is in the eye of Law no acceptance.” Explain.
3. “An agreement without consideration is void unless it is in writing and registered.” Explain.
4. a) What do you mean by capacity to enter into a contract ?  
b) Trader *A*, supplies *B*, a minor, with rice needed for his consumption. *B* refuses to pay the price. Can *A* recover the price ?
5. Discuss the duties and responsibilities of doctors.
6. Explain the meaning of contingent contracts and their rules.

**GROUP – C**

**( Long Answer Type Questions )**

Answer any *three* of the following.  $3 \times 15 = 45$

7. Define contract according to Indian Contract Act. Discuss the elements of a valid contract.  $2 + 13$
8. a) “A stranger to the consideration may sue on a contract but not a stranger to the contract.” Explain.  
b) “Insufficiency of consideration is immaterial, but an agreement without consideration is void.” Explain.

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- c) X proposes, by a letter sent by post, to sell his house to Y. Y accept the proposal by a letter sent by post. When X revokes his proposal Y is acceptance ? 5 + 5 + 5
9. a) Explain the state provisions applicable to shops with regard to opening and closing hours, holidays etc.
- b) Explain the provisions under Shop and Establishment Act, relating to payment of wages and deduction. 8 + 7
10. Who is a consumer ? Who is not a Consumer under the Consumer Protection Act, 1986 ?
11. Discuss the meaning, classification, treatment, disposal, colour coding, type of container for disposal of biomedical waste as per rule of Bio-Medical Waste Rules, 1998.
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