



Name :

Roll No. :

Invigilator's Signature :

CS/MBA (NEW)/SEM-1(FT)/MB-108/2010-11

2010-11

BUSINESS 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)

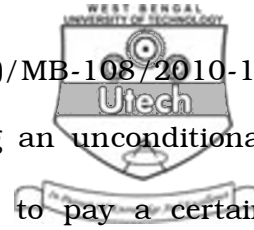
1. Choose the correct alternatives for any *ten* of the following :

10 × 1 = 10

- i) When a bill is passed by both the houses of the parliament and is signed by the President of India, it becomes
- a) Statute
 - b) Parliamentary discussion
 - c) Industrial resolution
 - d) Parliamentary decision.



- ii) The dictum 'Ignorance of law is no excuse' suggests that every person should
- a) Ignore law
 - b) Know the law
 - c) Provide excuses for avoiding the law
 - d) All of these.
- iii) An offer gets terminated when (Find the odd option out)
- a) The offeree rejects it
 - b) It is revoked by the offerer himself
 - c) It is not accepted in the mode specifically prescribed for the purpose
 - d) The offeree withdraws a counter-offer.
- iv) Consideration is based on the principle of
- a) Quid pro quo
 - b) Quid de statute
 - c) Quid de harmony
 - d) Ignorantia juris non excusat.



v) An instrument in writing containing an unconditional undertaking, signed by the maker, to pay a certain money to or to the order of, a certain person, or to the bearer of the instrument is known as

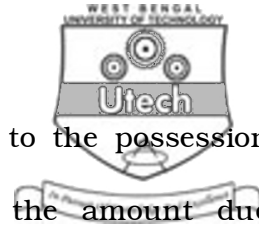
- a) Promissory Note b) Bills of Exchange
- c) Agreement d) Endorsement.

vi) The Sales of Goods Act, 1930 originally formed a part of the

- a) Companies Act, 1956
- b) Consumer Protection Act, 1986
- c) Negotiable Instruments Act, 1881
- d) None of these.

vii) Goods which is yet to be manufactured, produced or acquired by the seller after entering in the contract of sale are known as

- a) Contingent goods b) Generic goods
- c) Future goods d) Specific goods.



viii) A person entitled in his own name to the possession thereof and to receive or recover the amount due thereon from the parties thereto is known as

- a) Drawer
- b) Holder
- c) Banker
- d) Receiver.

ix) A company wherein the liability of the shareholders is limited by its Memorandum of Association upto the maximum amount of the paid up the shares, or upto the extent of the amount of unpaid shares held by them is known as

- a) Company limited by shares
- b) Company limited by guarantees
- c) Unlimited company
- d) None of these.

x) Memorandum of Association of a company is its

- a) Shares
- b) Stakeholder's interests
- c) Charter
- d) Ultravires.



- xi) Who among the following persons are legally entitled to accept a Bill of Exchange ?
- a) The drawee of the bill
 - b) An acceptor for honour
 - c) Legal representative of the drawee
 - d) All of these.
- xii) Every promise and every promises forming consideration for each other is
- a) Agreement
 - b) Consent
 - c) Acceptance
 - d) All of these.

GROUP – B

(Short Answer Type Questions)

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

2. Distinguish between Contract of Hire Purchase and Installment Sale.
3. State the power of the directors of a company.
4. How do you explain Negotiable Instrument ?
5. Write down the differences between 'Misrepresentation' & 'Fraud'.
6. State in what ways an agency can be created.



GROUP – C

(Long Answer Type Questions)

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

7. Discuss the rights and duties of an unpaid seller. Can the seller get his payment by coercion ? How can an agency be terminated ? 8 + 3 + 4
8. Define company prospectus. State the detailed procedure of the registration of prospectus. What are its contents ? 2 + 8 + 5
9. Mention the objectives of the Consumer Protection Act ? Mention the composition of the District, State and National Commission. How are complaints processed in the District Forum ? How can one appeal to the State and the National Commission ? 3 + 7 + 2 + 3
10. Define mercantile law ? Mention the different types of contracts. Who are not eligible to enter into a contract ? What are the circumstances under which a minor can enter into a contract ? What are the remedies to a breach of contract ? 2 + 2 + 2 + 5 + 4



11. State the essentials of a valid offer and a valid acceptance ?

What involves the lapse of an offer ? Mention the rights of a buyer and seller with respect to transactions via sea routes.

5 + 2 + 8

