



Institute of Management
JK Lakshmipat University
Jaipur

END TERM EXAMINATION NOVEMBER 2018

Program: BCOM III Semester
MM: 40 Marks

Sub: Business Law
Time: 02 Hours
Subject code: GN 18

Instructions: Attempt any three questions from Section A. Section B is compulsory.

Section A

- Q1. Describe Void Contract, Voidable Contract and Void agreement as per Indian Contract Act. Briefly explain the rights of the parties under such agreements/contracts with suitable examples.
- Q2. A. What do you understand by crossing a cheque? Explain various types of cheques as per Negotiable Instrument Act, 1881. What are the features of not negotiable cheque?
- B. "Right of Stoppage in Transit" is an extension of unpaid seller's Right of Lien". Comment.
- Q3. A. Is voluntary transfer of possession of goods from one person to another is Delivery. Comment. Explain Sales by description and sales by sample.
- B. What are Implied Warranties and Conditions in a Contract of Sale?
- Q4. A. What are various type of Negotiable Instruments as per Negotiable Instruments Act, 1881. Distinguish between Bills of Exchange and Promissory Note?
- B. Define Consumer. as per Consumer Protection Act. How the grievances of the consumers are sought to be protected under the Act?
- Q5. A. Define "Defect vs Deficiency" and "Service vs Deficiency in service" as per Consumer Protection Act.
- B. Enumerate the essentials of Bailment and Duties of Bailee. Give example of Gratuitous Bailment.

Section B

- I. 'A', 'B' and 'C' are partners in a firm. They jointly promise to pay Rs. 1,50,000 to 'P'. C became insolvent and his private assets are sufficient to pay only 1/5 of his share of debts. A is compelled to pay the whole amount to P. Examining the provisions of the Indian Contract Act, 1872, Decide the extent to which A can recover the amount from B.
- II. Ram gives his watch to Mohan to be used for two days during examinations. Mohan keeps the watch for a week. While going to Ram's house to return the watch, Mohan accidentally slips and the watch is badly damaged. Who will bear the loss and why?
- III. A executes a promissory note in favor of B for Rs. 2000. B receives the amount from C and makes an indorsement thus: "Received amount due under this promissory note from C", and signs it and hands over to C. Can C maintain a suit on the promissory note or otherwise?
- IV. Smartee posted a duly stamped cover, with complete address of the addressee and the address of the sender: on the top of the cover the words, 'Application for admission to M.A/M.Sc./MCA' were printed in bold letters. The letter was misdelivered back to the sender. Smartee seeks relief under the suitable act, on postal department. Define the suitable act and Explain under suitable application, will he succeed?
- V. A has two houses, one in Old Delhi and other in New Delhi. A offers to sell his Old Delhi house for Rs. 40,00,000. B accepts the offer thinking it to be in respect of A's house in New Delhi. Is this agreement enforceable? Why?
- VI. Miss Chandni has been buying Amul milk packet 500ml from a retailer. The packet though gives only 400 ml. What action can she take against the company?
- VII. A agrees to sell his 100 bags of rice to B at a price to be fixed by C. But C failed to fix the price. Is it valid contract now?
- VIII. A supplies, the wife and children of B, a lunatic with necessities suitable to their condition in life. Is A entitled to reimburse the expenses? Is so, from whom?
- IX. If A becomes a surety to C for the payment of rent by B under a lease, and B and C contract, without 'A' consent, that 'B' will pay a higher rent. What would be the liability of 'A' as a surety?
- X. A minor borrowed Rs. 1000/- from B on a fraudulent representation that he was a major and he spent it. Can B sue for the return of the amount?