



Institute of Management
JK Lakshmipat University
Jaipur



MID TERM I EXAMINATION AUGUST 2018

BCOM Semester III
MM: 20 Marks

Course: Business Law
Time: 90 Minutes
Subject code: GN18

Instructions:

1. Attempt any three questions from Section A.
2. Section B is compulsory.

Section A

Q1. Attempt all questions each will carry ½ marks.

(3 Marks)

- i. _____ is made by words of spoken.
a) Express Contract b) Unlawful Contract
c) Implied Contract d) Tacit Contract
- ii. A and B enter into a contract to marry each other. Before the time fixed for the marriage, A goes mad. The contract becomes
a) *Void b) Voidable c) Valid d) Illegal
- iii. An offer made for group of persons is known as a
a) Standing Offer b) Separate Offer
c) Special Offer d) Specific Offer
- iv. Undue influence is a kind of
a) Mental Coercion b) Physical Coercion
c) Mistake d) Fraud
- v. Goods displayed in Super Market come under which category?
a) General Offer b) Counter Offer
c) Cross Offer d) Invitation to an Offer
- vi. Mention one way to get Discharge from an existing Contract

- Q2. Differentiate between Voidable Contract, Void Contract and Voidable Agreement with suitable examples.

Or

(3)

A promise to pay time barred debt is not enforceable. Comment.

- Q3. Explain Invitation of an Offer, Cross Offer and Specific Offer, with suitable examples. (3)
- Q4. Explain the rule "No Consideration, No Contract". Are there any exceptions to this rule? Mention few illustrations, where contract without consideration also treated as valid under Indian Contract Act 1872. (3)

Section B

- Q6. **Case Questions** (4+4=8)

Case 1 Bhramo Dutt was a money lender in Calcutta. One minor (his son) Dharmodar Dass entered into a contract with Mohribibi. He took Rs 20,000 from her and mortgaged his house in security against it. Since Bhramo Dutt was not there, he died during the contract. The transaction was done by his attorney, Kedar Nath. Dharmo Das's mother, was the guardian at that time of the property under the order of court Dharmo Das returned only Rs. 8000 and refused to return the same to Mohribibi. Can Mohribibi claim from the minor for his money against the security of his house?

Q1. Is the contract with Mohribibi considered as valid contract? Comment.

Q2. What is your Judgement for the case can Mohribibi keep his house or his Guardian refused to pay the amount?

Case 2 A wrote to B inquiring price of refiles suggesting that he might buy as many as 50. On receipt of information. He telegraphed, "Send three refiles", Due to telegraphic mistake, message was transmitted as "send the refiles". B dispatched 50 refiles, A rejected the 50 refiles and claim of B to pay for 50 refiles. Is contention of A valid? If so, on what grounds justify and Illustrate as per Indian Contract Act.