

H

Roll No.

BCH-204

B. Com. (Hons.)

(SECOND SEMESTER)

END SEMESTER EXAMINATION,

July/Aug., 2022

BUSINESS LAW

Time : Three Hours

Maximum Marks : 100

Note : (i) All questions are compulsory.

**(ii) Answer any *two* sub-questions among
(a), (b) and (c) in each main question.**

**(iii) Total marks in each main question are
twenty.**

(iv) Each sub-question carries 10 marks.

- 1. (a) Do you agree that all illegal contracts are
void but all void contracts are not illegal.
Answer with suitable examples. (CO1)**

P. T. O.

(2)

BCH-204

- (b) (i) B. A's daughter has just come of age. A sells to B a horse which A knows to be unsound. A says nothing to B about the horse's unsoundness. Does A's silence amount to fraud? Answer with reasons.
- (ii) M, a minor, under a contract of sale delivered goods to the buyer. The buyer later on said, "I will not pay you the price. You are a minor and you can't sue me." Is the buyer right in saying so? Answer with reasons.
- (CO1)
- (c) Explain any *two* of the following: (CO1)
- (i) Contract.
 - (ii) Consideration.
 - (iii) Counter offer.
2. (a) Define a contract of indemnity. What are the rights of an indemnity holder? (CO2)

(3)

BCH-204

- (b) (i) Mr. A leaves a cow in the custody of Mr. B for two years. The cow has a calf, during this period. Is B bound to return the calf as well as the cow to A? State with reasons.
- (ii) A, is in dire need of money, so he sells his newly purchased car worth ₹ 3 lakhs for ₹ 50,000. Later on, he wants to set aside the contract on the ground of inadequacy of consideration. Decide with reasons.
- (CO2)
- (c) State the difference between the following any *two*: (CO2)
- (i) Sale and agreement to sell.
 - (ii) Coercion and Undue influence.
 - (iii) Bill of Exchange and Promissory Note
3. (a) What do you mean by unpaid seller? What are rights of an unpaid seller against the goods and against the buyer? (CO3)

P. T. O.

(b) What are the characteristics of partnership ? Also explain different types of partners. (CO3)

(c) "Profit sharing is one of the tests to determine if a partnership exists or not, it evidences that a partnership exists but it is not held to be very conclusive evidence." Do you agree with this statement ? Justify your answer with suitable reasons. (CO3)

4. (a) Explain the meaning and features of a Cheque. How does it differ from Bill of exchange ? (CO4)

(b) What is meant by term Crossing of cheque ? What are the various types of crossings ? (CO4)

(c) What is an endorsement ? Explain and illustrate the different kinds of endorsements. (CO4)

5. (a) Explain the following terms in context of Consumer Protection Act, 1986 : (CO5)

(i) Consumer

(ii) Deficiency

(b) What is Consumer Protection Council ? Explain the objectives of Consumer Protection Council. (CO5)

(c) "Under the Consumer Protection Act, there is a three tier quasi-judicial mechanism for Redressal of Consumer Grievances." In view of this statement, explain the provisions related to redressal of consumer grievances. (CO5)