



**SHRI S. H. KELKAR COLLEGE OF ARTS, COMMERCE AND SCIENCE,
DEVGAD SINDHUDURG SEMESTER II March 2023**

COURSE : BUSINESS LAW

CLASS : F.Y.B.B.I.

DURATION: 2.30 Hrs

MAX. MARKS :75

N. B. 1. All questions are compulsory.

Q.1. A . Multiple choice questions (any 8)

(8)

1. Minors contract is _____.
a) Valid b) Void c) Voidable d) b or c both
2. The Supreme court is also known as the _____ in India.
a) Apex court b) Duplex court c) Prime court d) Emergency court
3. 'Idiot' is defined under section _____ under Indian contract Act, 1872.
a) u/s 11 b) u/s 12 c) u/s 13 d) u/s 16
4. Contract of pledge is a _____ kind of agreement.
a) Voidable b) Valid c) Void d) Illegal
5. In contract of Guarantee, the liability of 'Surety' is _____.
a) Primary b) Secondary c) Reliability d) Illegal
6. There are _____ partners in case of a cheque.
a) one b) Two c) Three d) Four
7. In India, the Information Technology Act, 2008 is governed by _____.
a) Ministry of Law & Justice b) Ministry of Law & Empowerment
c) Ministry of Law & Legality d) Ministry of Law Natural Justice
8. Digital signature is _____ in India system.
a) Valid b) Void c) (Non - authentic) d) Illegal
9. 'Undue Influence' is defined under section _____ of Indian Contract Act 1872.
a) 14 b) 15 c) 16 d) 17
10. Consideration makes a contract _____.
a) Void b) Illegal c) Valid d) fake

B. True or False (any 7)

(7)

- 1) Contract with an accused is not a valid agreement in India.
- 2) A contract creates 'Right in Personam'.
- 3) Wagering Agreement is not allowed in India.
- 4) There are 3 contracts in case of a contract of indemnity.
- 5) Bearer cheques involve lesser risk of being lost or stolen as the finder may get encashed.
- 6) Intermediary is a person who sends, generates, stores or transmits any electronic message..

- 7) Goods are defined under section 2 (27) of sale of Goods Act, 1930.
- 8) Quasi contract is a valid contract.
- 9) In agency , no consideration is necessary to create an agency.
- 10) Negotiable instruments can always be in writing.

Q. 2. Write the Answer (any two)

- a) What is law and explain the classification of law. (8)
 - b) Discuss the important features of constitution of Indian law. (7)
- or
- p) Define the source of law. explain the source of Indian law. (8)
 - q) Define discharge of contract and Explain briefly the various ways contract of discharge. (7)

Q3. Write the Answer (any two)

- a) Define a contract and explain different types of contract. (8)
 - b) Define acceptance and explain rules of a valid acceptance. (7)
- or
- p) Difference between contract of indemnity and contract of guarantee. (8)
 - b) Define the contract of Bailment and explain the essentials and types of Bailment. (7)

Q.4. Write the Answer (any two)

- a) Define unpaid seller and explain the rights of unpaid seller. (8)
 - b) Define Contract of Sale and explain the essential elements of sale. (7)
- or
- p) Difference between sale and agreement to sale. (8)
 - q) Explain the term conditions and warranty as defined in the sales of goods act discuss (7)

Q.5. Write the Answer (any two)

- a) Define cheque and explain the features and types of cheque. (8)
- b) Explain E - contract under information technology act 2000. (7)

or

Write Short note.(any 3)

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1. Right to freedom
2. Remedies available in breach of contract.
3. Promissory note.
4. Auction sale.
5. Proposal