

# Faculty of Commerce

## End Semester Examination May 2025

### CM3CO17 Business Laws

<b>Programme</b>	:	B.Com. (Hons.)	<b>Branch/Specialisation</b>	:	-
<b>Duration</b>	:	3 hours	<b>Maximum Marks</b>	:	60

**Note:** All questions are compulsory. Internal choices, if any, are indicated. Assume suitable data if necessary.  
 Notations and symbols have their usual meaning.

<b>Section 1 (Answer all question(s))</b>				<b>Marks CO BL</b>
<b>Q1.</b> The Indian Contract Act came into effect from _____, and applies to _____ contracts in India.				1 1 1
<input checked="" type="radio"/> 1st September 1872, all <input type="radio"/> 11th June 1972, exclusive states		<input type="radio"/> 1st October 1872, some <input type="radio"/> 11th June 2002, all states		
<b>Q2.</b> Section 2(b) of ICA defines as _____.				1 1 1
<input checked="" type="radio"/> Acceptance <input type="radio"/> Offer		<input type="radio"/> Approval <input type="radio"/> Proposal		
<b>Q3.</b> The Sale of Goods Act, came into force in _____.				1 2 1
<input checked="" type="radio"/> 1st day of July, 1930 <input type="radio"/> 1st day of January, 1930		<input type="radio"/> 1st day of September, 1930 <input type="radio"/> 31st day of December, 1930		
<b>Q4.</b> Prior to the Sale of Goods Act, the law of sale of goods was contained in _____ of The Indian Contract Act 1872.				1 2 1
<input type="radio"/> Chapter VI <input checked="" type="radio"/> Chapter VII		<input type="radio"/> Chapter V <input type="radio"/> Chapter X		
<b>Q5.</b> Which of the following is the correct feature of a Bill of exchange?				1 3 1
<input type="radio"/> It is always payable on demand <input type="radio"/> It cannot be transferred to a third party		<input checked="" type="radio"/> It is a written, signed order from the drawer to the drawee <input type="radio"/> It is only applicable in the case of promissory notes		
<b>Q6.</b> In case of dishonor of a negotiable instrument, who is primarily liable for the payment?				1 3 1
<input checked="" type="radio"/> Drawer <input type="radio"/> Drawee		<input type="radio"/> Payee <input type="radio"/> Endorser		
<b>Q7.</b> What is the primary function of the consumer redressal forum under the Consumer Protection Act, 1986?				1 4 2
<input type="radio"/> To monitor the prices of essential goods <input type="radio"/> To regulate advertising		<input checked="" type="radio"/> To provide a platform for consumers to file complaints and seek compensation <input type="radio"/> To establish the standard of consumer products		
<b>Q8.</b> Information Technology (IT) Act, 2000 was enacted on _____.				1 4 1
<input type="radio"/> 17th July 2000 <input type="radio"/> 18th September 2000		<input type="radio"/> 18th August 2000 <input checked="" type="radio"/> 17th October 2000		

**Q9.** Which of the following is not true regarding the "Limited Liability Partnership (LLP) Agreement" under the Limited Liability Partnership Act, 2008? 1 5 2

- The LLP Agreement must be registered with the Registrar of Companies in all cases
- The LLP Agreement can be oral and does not need to be in writing for its validity
- The LLP Agreement must be in writing but does not necessarily require to be filed with the Registrar of Companies unless required by the LLP's members
- The LLP Agreement is not necessary if the partners do not wish to have one

**Q10.** Under the Limited Liability Partnership Act, 2008, which of the following statements is true about "Whistleblowing" in an LLP? 1 5 2

- Whistleblowing in an LLP is allowed only in case of financial fraud or misappropriation of funds
- The Act mandates that a whistleblower in an LLP is protected from any retaliation or action by the partners
- Whistleblowing provisions are optional and not specifically included in the LLP Act, 2008
- Whistleblowing in an LLP is allowed only in cases of violations related to the LLP Agreement

### **Section 2 (Answer all question(s))**

**Q11.** Define Quasi Contract as per the ICA. Marks CO BL  
2 1 1

<b>Rubric</b>	<b>Marks</b>
Explain the term Quasi Contract	2

**Q12.** What is mistake as per the ICA? Explain the types of it. 3 1 1

<b>Rubric</b>	<b>Marks</b>
Define the term Mistake=1 marks Types of mistake=2 marks	3

**Q13. (a)** Explain the elements of section 14 i.e. contents that must be absent for free consent. 5 1 1

<b>Rubric</b>	<b>Marks</b>
Explanation about Section 14- 1 Contents which must be absent for Free Consent- 4	5

**(OR)**

**(b)** Explain the concept of indemnity & guarantee.

<b>Rubric</b>	<b>Marks</b>
Explain the concept of indemnity=2.5 Explain the concept of guarantee.=2.5	5

### **Section 3 (Answer all question(s))**

**Q14.** What is caveat emptor? Explain any two exceptions to it, as per the Sales of Goods Act. Marks CO BL  
2 2 2

<b>Rubric</b>	<b>Marks</b>
Explain Caveat Emptor=1 any 2 exceptions of Caveat Emptor=1	2

**Q15. (a)** Write down the difference between sale and agreement to sell under the Sale of Good Act, 1930.

8 2 2

Rubric	Marks
Write at least 8 differences between Sale and Agreement of sell with appropriate bases.	8

(OR)

- (b)** Define the term Unpaid Seller. Explain the rights of an unpaid seller against the goods and the buyer.

Rubric	Marks
Define the term Unpaid Seller=2 rights of an unpaid seller against the goods=3 rights of an unpaid seller against the buyer.=3	8

#### Section 4 (Answer all question(s))

**Q16.** What is a cheque? Describe the types of cheque crossing.

Marks CO BL  
3 3 3

Rubric	Marks
What is Cheque=.05 types of cheque crossing.=2.5	3

**Q17. (a)** Discuss the difference between a promissory note, a bill of exchange, and cheque under the Negotiable Instruments Act.

7 3 3

Rubric	Marks
at least 7 differences with appropriate bases.	7

(OR)

- (b)** Elaborate the various ways to relieved parties of their liability on the negotiable instrument.

Rubric	Marks
Explain in detail about various ways to relieved parties of their liability on the negotiable instrument	7

#### Section 5 (Answer all question(s))

**Q18.** What is the appellate tribunal? Explain the role of it under the I.T. Act 2000.

Marks CO BL  
4 4 4

Rubric	Marks
What is the Appellate Tribunal=1 Role of Appellate Tribunal=3	4

**Q19. (a)** Discuss the mechanisms for grievance redressal under the Consumer Protection Act. Explain how consumers can approach these forums.

6 4 4

Rubric	Marks
mechanisms for grievance redressal under the Consumer Protection Act=3 explain how consumers can approach these forums=3	6

**(OR)**

**(b)** Elaborate on the duties of a subscriber and the penalties under the I. T. Act.

Rubric	Marks
duties of a subscriber under the I. T. Act=3 penalties of a subscriber under the I. T. Act=3	6

### Section 6 (Answer any 2 question(s))

**Marks CO BL**

**Q20.** Explain the process of incorporating a Limited Liability Partnership (LLP) under the LLP Act. Explain the key steps involved in it. 5 5 5

Rubric	Marks
process of incorporating a Limited Liability Partnership (LLP) under the LLP Act=3 key steps=2	5

**Q21.** What are the significant advantages and nature of having an LLP as a business structure?

5 5 5

Rubric	Marks
significant advantages of LLP=2.5 significant nature of LLP=2.5	5

**Q22.** State the difference between a partnership and a limited liability partnership.

5 5 4

Rubric	Marks
explain at least 5 differences between Partnership and Limited Liability Partnership	5

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