

Enrollment No.....



Faculty of Management Studies
End Sem Examination May-2024

MS3CO11 Business Laws

Programme: BBA

Branch/Specialisation: Management

Duration: 3 Hrs.**Maximum Marks: 60**

Note: All questions are compulsory. Internal choices, if any, are indicated. Answers of Q.1 (MCQs) should be written in full instead of only a, b, c or d. Assume suitable data if necessary. Notations and symbols have their usual meaning.

- Q.1 i. Every promise and every set of promises, forming the consideration for each other, is called as- **1**
 (a) A voidable contract (b) A contract
 (c) A void contract (d) An agreement
- ii. An agreement enforceable by law is- **1**
 (a) A voidable contract (b) Void
 (c) A contract (d) A void contract
- iii. When a seller can stop the goods in transit: **1**
 (a) When the buyer of the goods informs that he will make payment after some time.
 (b) The seller has no right to stop the goods in transit.
 (c) When the buyer of goods becomes insolvent and goods are in transit.
 (d) When the buyer informs that he is now not in need of the goods.
- iv. When a buyer can sue the seller- **1**
 (a) He may ask for the specific performance, if this being the part of the contract.
 (b) He may initiate for the breach of the warranty.
 (c) He may initiate suit for delivery of the goods, if not delivered.
 (d) All of these
- v. The negotiable instruments act, 1881 is an act to define and amend the law relating to: **1**
 (a) Cheques (b) Bills of exchange
 (c) Promissory notes (d) All of these

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vi.	In a promissory note, how many parties are involved:	1
	(a) One (b) Two (c) Three (d) Four	
vii.	Consumer protection act is significant to-	1
	(a) Immovable goods	
	(b) Movable goods	
	(c) Particular goods and services	
	(d) All goods and services	
viii.	How many rights does a consumer have under the consumer protection act?	1
	(a) 8 (b) 6 (c) 4 (d) 5	
ix.	A limited liability partnership is:	1
	(a) Not a separate entity from that of its partners	
	(b) A legal entity separate from that of its partners	
	(c) A body corporate	
	(d) Only (b) and (c) are correct	
x.	At which place the LLP shall maintain books of accounts:	1
	(a) At its branch office (b) At its corporate office	
	(c) At its head office (d) At its registered office	
Q.2	i. What is quasi-contract?	2
	ii. Distinguish between void and valid contracts.	3
	iii. Discuss the essential elements of a valid contract.	5
OR	iv. What do you understand by actual breach and anticipatory breach of contract?	5
Q.3	i. What is unpaid seller in The Sale of Goods Act, 1930?	2
	ii. What is the distinction between 'Sale' and Agreement to Sell'? Explain.	8
OR	iii. Discuss rights of unpaid seller against goods.	8
Q.4	i. What do you mean by negotiable instruments?	4
	ii. Define promissory note, bill of exchange & cheque.	6
OR	iii. What are the privilege of holder in due course?	6
Q.5	i. Define the consumer protection act 1986? What are the salient features of act.	4
	ii. What is the procedure to file complaint?	6
OR	iii. What procedure followed by redressal agencies?	6

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Q.6	Attempt any two:	
i.	What is holding out and whistle blowing under LLP act 2008?	5
ii.	What is an LLP agreement? What are nature of such agreement.	5
iii.	What do you mean by limited liability partnership? What the features of LLP?	5

Marking Scheme

Business Laws (T) - MS3CO11 (T)

Q.1	i)	Every promise and every set of promises, forming the consideration for each other, is called as	
		d..An agreement	1
	ii)	An agreement enforceable by law is	
		c.. A contract	1
	iii)	When a seller can stop the goods in transit:	
		C. When the buyer of goods becomes insolvent and goods are in transit.	1
	iv)	When a buyer can sue the seller	
		D. All of the above.	1
	v)	The Negotiable Instruments Act, 1881 is an Act to define and amend the law relating to	
		D. All of the above	1
	vi)	In a Promissory Note, how many parties are involved:	
		B Two	1
	vii)	Consumer Protection Act is significant to	
		d. All Goods and Services	1
	viii)	How many rights does a consumer have under the Consumer Protection Act?	
		b. 6	1

ix)	A limited liability partnership is		1
	d.Only B and C are correct		
x)	At which place the LLP shall maintain books of accounts:		1
	d.At its Registered Office		
Q.2	i.	What is Quasi-Contract?	2
		Explanation	2 Mark
	ii.	Distinguish between void and valid Contracts.	3
		One mark each Difference...	3 Mark
	iii.	Discuss the essential elements of a Valid Contract.	5
		One mark for each element...	5 Mark
OR	iv.	What do you understand by Actual Breach and Anticipatory Breach of Contract ?	5
		Actual Breach	2.5 Mark
		Anticipatory Breach	2.5 Mark
Q.3	i.	What is unpaid seller in The Sale of Goods Act, 1930?	2
		Explanation	2 mark
	ii.	What is the distinction between 'Sale" and Agreement to Sell'?	8
		Explain.	
OR	iii.	Discuss rights of unpaid seller against goods.	8
Q.4	i.	What do you mean by of negotiable instruments? Write its types	4
		Explanation	2 Mark
		4Types	0 .5 each
	ii.	Define Promissory note, Bill of exchange & cheque	6
		Promissory note	2 mark
		Bill of exchange	2 mark
		Cheque	2 mark

OR	iii.	What are the privilege of holder in due course?	6
Q.5	i.	Define The Consumer Protection Act 1986? What are the Salient features of Act. Define Features	4 2 Mark 2 Mark
	ii.	What is the procedure to file complaint?	6
OR	iii.	What procedure followed by Redressal agencies?	6
Q.6		Attempt any two:	
	i.	What is Holding out and Whistle blowing under LLP act 2008? Holding out Whistle blowing	5 2.5 Mark 2.5 Mark
	ii.	What is an LLP Agreement? What are nature of such Agreement. What is an LLP Agreement Nature of Agreement	5 2.5 Mark 2.5 Mark
	iii.	What do you mean by limited liability partnership? What the features of LLP? Explanation of limited liability partnership Features of LLP	5 2.5 Mark 2.5 Mark
