

5/04/19

Paper / Subject Code: 76302 / Business Law.

2.30 - 5.00 pm

Pages - 02

Q.P. Code :33103

[Time: 02:30 Hours]

[Marks:75]

Please check whether you have got the right question paper.

- N.B:
1. All the questions are compulsory.
 2. Cite cases, wherever necessary.

- Q.1 A) Multiple Questions: Any 8 (1 mark each) 15
- i) Minor's Contract is -----
a) Valid b) Void c) Voidable d) Illegal
 - ii) Supreme Court is also known as the ----- in India.
a) Apex Court b) Duplex Court c) Prime Court d) Emergency Court
 - iii) '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
 - iv) Contract of Pledge is a ----- kind of agreement.
a) Voidable b) Valid c) Void d) Illegal
 - v) In Contract of Guarantee, the liability of 'Surety' is -----
a) Primary b) Secondary c) Reliability d) Illegal
 - vi) There are ----- parties in case of a cheque.
a) One b) Two c) Three d) Four
 - vii) 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
 - viii) Digital Signature is ----- in Indian system.
a) Valid b) Void c) (Non-authentic) d) Illegal
 - ix) 'Undue Influence' is defined under section ----- of Indian Contract Act, 1872.
a) 14 b) 15 c) 16 d) 17
 - x) Consideration makes a contract, -----.
a) Void b) Illegal c) Valid d) Fake

B) True or false:- (Any 7) (1 mark each)

- a) 'Contract with an accused is not a valid agreement in India'.
- b) A contract creates, 'Right in personam'.
- c) Wagering Agreement is not allowed in India.
- d) There are 3 contracts in case of a contract of Indemnity.
- e) Bearer cheques involve lesser risk of being lost or stolen as the finder may get it encashed.
- f) Intermediary is a person who sends, generates, stores or transmits any electronic message.
- g) Goods is defined under section 2 (27) of sale of Goods act, 1930.
- h) Quasi contract is a valid contract.
- i) In agency, no consideration is necessary to create an Agency.
- j) Mohoribibi's case is a landmark judgment under 'Caveat Emptor'.

Q.2 a) Explain the concept of 'law' and classify the different types of law. 08
b) Explain in brief, the concept of 'Mandamus' & writ of 'Certiorari' under Indian Constitution. 07

OR

- c) Explain, 'Right to Equality' and 'Equal Protection' under Indian Constitution. 08
- d) Explain in brief, 'Indian Legal System' in brief. 07

Q.3 a) Write down the essentials of a 'valid contract' u/s (10) of Indian Contract Act, 1872 in brief. 08
b) Define, 'Fraud' and elements of 'Fraud' in brief. 07

OR

- c) Explain, 'Breach of Contract' and remedies, available for the Breach of Contract. 08
- d) Kinds of 'Void Agreements'. 07

Q.4 a) Distinguish b/w 'Indemnity & Guarantee' 08
b) Features of Negotiable Instruments in brief. 07

OR

- c) Explain the 'Doctrine of Caveat Emptor' in brief with exceptions. 08
- d) Explain the reasons of dishonoring of a cheque in brief. 07

Q.5 a) Explain, 'Unpaid Seller' and rights and duties of an 'Unpaid Seller' in brief. 08
b) Explain the concept of 'E-Governance' in brief. 07

OR

Write short-notes (Any 3) (5 marks each)

- a) Minor's contract
- b) Contract of 'Agency'
- c) 'Conditions' & 'Warranty'
- d) Promissory Note
- e) Cyber Crime

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