

Roll No. _____

Total No. of Questions : 18

Total No. of Pages : 02

BBA (Sem.-5)
MERCANTILE LAW
Subject Code : BBA-502-18
M.Code : 78194

Time : 3 Hrs.

Max. Marks : 60

INSTRUCTION TO CANDIDATES :

1. SECTION-A is COMPULSORY consisting of TEN questions carrying TWO marks each.
2. SECTIONS-B consists of FOUR Sub-sections : Units-I, II, III & IV.
3. Each Sub-section contains TWO questions each, carrying TEN marks each.
4. Students have to attempt any ONE question from each Sub-section.

SECTION-A

Answer briefly :

- 1) Define contract.
- 2) Elaborate the concept of agent.
- 3) Differentiate between agent and servant.
- 4) Differentiate between sale and bailment.
- 5) Define the term condition. State the conditions in contract for the sale of goods by description.
- 6) Define promissory note. Write important features of promissory note.
- 7) Explain different types of negotiable instruments.
- 8) Objectives of RTI Act.
 - a) Formalities of formation of contract.
 - b) Discuss the formalities of formation of sales of goods contract.
- 10) Discuss liabilities of partners under Partnership Act.

SECTION-B

UNIT-I

- 11) What do you mean by performance and discharge of contract? What are the legal remedies available for breach of contract?
- 12) Define bailment. Briefly discuss duties and rights of bailor and bailee.

UNIT-II

- 13) Explain clearly the essential elements which must co-exist for constituting a valid sale of goods. In what respect does a sale differ from an agreement to sell?
- 14) Who is an unpaid seller? What are the rights of an unpaid seller?

UNIT-III

- 15) What do you understand by the term 'dishonor of cheques'? What is the liability of the banker and the drawer in this case?
- 16) Define negotiable instrument. Explain characteristics of negotiable instrument. Discuss the liabilities of various parties to a negotiable instrument.

UNIT-IV

- 17) What are rights of partner under partnership Act?
 - a) Discuss various modes of dissolution of a partnership act.
 - b) Discuss various modes of dissolution of a partnership firm.



NOTE : Disclosure of Identity by writing Mobile No. or Making of passing request on any page of Answer Sheet will lead to UMC against the Student

Roll No.

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Total No. of Pages : 02

Total No. of Questions : 09

BBA (Sem.-5)
MERCANTILE LAW
Subject Code : BBA/502/18
M.Code : 78194

Date of Examination : 14-06-2024

Time : 3 Hrs.

Max. Marks : 60

INSTRUCTIONS TO CANDIDATES :

1. **SECTION-A** is **COMPULSORY** consisting of **TEN** questions carrying **TWO** marks each.
2. **SECTIONS-B** consists of **FOUR** Sub-sections : Units-I, II, III & IV.
3. Each Sub-section contains **TWO** questions each, carrying **TEN** marks each.
4. Student has to attempt any **ONE** question from each Sub-section.

SECTION-A

- 1. Write briefly :**
- (a) Quasi Contract
 - (b) Agency
 - (c) Hire Purchase Agreement
 - (d) Unpaid Seller
 - (e) Negotiable Instruments
 - (f) Promissory Notes
 - (g) Limited Liability Partnership
 - (h) Right to Information
 - (i) Pawnee
 - (j) Guarantee.

SECTION-B

UNIT-I

2. 'Agreement, offer and acceptance, free consent, capacity of parties, legality of object, performance and discharge of contract are essential features of a valid contract'. Discuss.
3. Define bailment. Differentiate between bailment and pledge. Briefly discuss the rights and duties of bailor and bailee.

UNIT-II

4. What do you mean by sale? Differentiate between sale and agreement to sell. Briefly describe how a contract of sale can be performed.
5. Define conditions and warranties as per the Sales of Goods Act. Also briefly describe the 'transfer of title' as per the Sales of Goods Act.

UNIT-III

6. Write a detailed note on various negotiable instruments permitted as per the regulatory framework in India.
7. What do you mean by dishonor of negotiable instruments? Write a detailed note on the cases when the negotiable instrument shall be considered as dishonored. Also briefly describe the various remedies to drawer and drawee in case of dishonor of negotiable instruments.

UNIT-IV

8. What do you mean by partnership firm? Discuss the salient features of partnership deed. Also briefly describe the cases when the partnership firm shall be assumed to be dissolved.
9. Define Consumer Protection Act, 2019. Discuss in detail the structure and salient features of Consumer Protection Act, 2019.

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BBA (Sem.-5)
MERCANTILE LAW
Subject Code : BBA-502-18
M.Code : 78194

Date of Examination : 26-11-2024

Time : 3 Hrs.

Max. Marks : 60

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SECTION-A

1. Write briefly :
- a) E Contract
 - b) Acceptance
 - c) Bailor
 - d) Condition
 - e) Agreement of Sale
 - f) Bill of Exchange
 - g) Negotiation
 - h) Sleeping Partner
 - i) Features of RTI Act
 - j) Consumer Protection Council

SECTION-B

UNIT-I

2. *"Insufficiency of Consideration is immaterial; but an agreement without consideration is void."* Comment
3. What do you understand by Performance of Contract? Under what circumstances a contract need not to be performed?

UNIT-II

4. What is implied Warranty in case of sale by Sample? Can a Contract be avoided if such warranty is breached?
5. Summarise the Provisions of Sales of Goods Act in regard to the Passing of Property in case of Ascertained Goods, Unascertained Goods and Goods sold on Approval or return basis.

UNIT-III

6. What are the presumptions as to Negotiable instrument? Explain different types of Negotiable instruments.
7. Why is it important to determine the maturity of the Negotiable Instrument? State briefly the rules of determining the maturity. When the payment is said to be payment in due course.

UNIT-IV

8. Define Partnership. What are its essential Characteristics? What do you understand by a Firm and Firm Name?
9. What is the composition of the National Consumer Disputes Redressal Commission? What is its jurisdiction and what procedure does it follow to settle the complaint?

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