

(6 pages)

Reg. No. :

Code No. : 12091 E Sub. Code : CMCO 53

B.Com. (CBCS) DEGREE EXAMINATION,
NOVEMBER 2023

Fifth Semester

Commerce – Core

BUSINESS LAW

(For those who joined in July 2021 – 2022)

Time : Three hours

Maximum : 75 marks

PART A — (10 × 1 = 10 marks)

Answer ALL questions.

Choose the correct answer :

1. The source of Mercantile Law

- (a) Precedents
- (b) Local customs
- (c) Indian Statute Law
- (d) All the above

2. The important source of Indian Mercantile Law

- (a) Customs and usages
- (b) Indian Statute Law
- (c) British Mercantile Law
- (d) Common Law

3. An offer may be communicated ————

- (a) Orally
- (b) By conduct only
- (c) By a written mode
- (d) By all the above modes

4. Acceptance may be communicated by

- (a) Any person
- (b) A person who has the authority to accept
- (c) His agent
- (d) Legal authorized

5. Minor's agreements are ————

- (a) Valid
- (b) Void ab initio
- (c) Voidable
- (d) Illegal

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6. A minor is a person who has not completed _____
- (a) 16 years (b) 18 years
(c) 21 years (d) 20 years
7. The limitation period for recovery of money in India is _____
- (a) 2 years (b) 3 years
(c) 4 years (d) 5 years
8. Novation means _____
- (a) Cancellation of a existing contract
(b) Substitution of an existing contract for a new contract
(c) Frustration due to change of circumstances
(d) Impossibility does not mean mere commercial difficulty
9. The sale of Goods Act, 1930 deals with _____
- (a) Movable goods only
(b) Immovable goods only
(c) Both movable and immovable goods
(d) All goods except ornaments

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10. The term, 'goods' for the purpose of Sale of Goods Act, does not include _____
- (a) Money
(b) Actionable claims
(c) Immovable property
(d) All of these

PART B — (5 × 5 = 25 marks)

Answer ALL questions, choosing either (a) or (b).

Each answer should not exceed 250 words.

11. (a) Distinction between Void Contract and Voidable contract.
Or
(b) Distinction between Agreement and Contract.
12. (a) Explain the legal rules as to acceptance.
Or
(b) What is an offer? Explain the types.
13. (a) What are 'Necessaries'? Explain 'minors' 'liability for necessities'.
Or
(b) Discuss the law relating to competence of parties to enter into a valid contract.

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[P.T.O.]



14. (a) Compare a contingent contract and a wagering contract.

Or

- (b) What are the characteristics of contingent contracts?
15. (a) Discuss the remedies of an unpaid seller under the Indian Sale of Goods Act.

Or

- (b) How is stoppage in transit effected?

PART C — (5 × 8 = 40 marks)

Answer ALL questions, choosing either (a) or (b).

Each answer should not exceed 600 words.

16. (a) Explain the classification of contracts.

Or

- (b) Describe the essential of a valid contract.

17. (a) Discuss rules regarding communication of an offer and acceptance.

Or

- (b) Explain the effect of silence on acceptance.

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18. (a) Describe the consequences of fraud.

Or

- (b) Explain the legal position of a minor under the Indian Contract Act, 1872 for necessities supplied to him.

19. (a) Explain the rules regarding assignment of contracts.

Or

- (b) Define quasi-contracts. State the circumstances in which quasi contractual obligations arise.

20. (a) State briefly the rights and duties of a seller and buyer.

Or

- (b) What is meant by the rule of 'Caveat Emptor'? State the exceptions to this rule and the modern trend in the society.
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