

**OA-105**

October-2019

B.B.A., Sem.-V

**CC-301 : Mercantile Laws**

Time : 2.30 Hours]

[Max. Marks : 70

1. (A) (1) "No Consideration, No Contract" - Discuss the exceptions to Consideration. 7  
 (2) Write a note on contract with Minor. 7
- OR**
- (1) Explain Agreements which are opposed to Public Policy. 7  
 (2) Write Short Notes : (Any Two) 7  
 (i) Offer, Invitation to offer and Cross Offer.  
 (ii) Differentiate between Coercion and Undue Influence.  
 (iii) Anticipatory Breach
- (B) Do as directed (Any Four) : 4
- (1) An agreement enforceable by law is \_\_\_\_\_.  
 (a) Offer  
 (b) Contract  
 (c) Void Agreement  
 (d) Consideration
- (2) If there is no free consent the agreement is \_\_\_\_\_.  
 (a) Void  
 (b) Voidable  
 (c) Illegal  
 (d) Valid
- (3) Define Quasi contract.  
 (4) Mere silence is not fraud. (True/False)  
 (5) Acceptance of an Offer should be absolute and unconditional. (True/False)  
 (6) Breach of Contract before the due date is known as \_\_\_\_\_.

(Actual breach /Anticipatory breach)

2. (A) (1) Define Bailment. Explain the rights and duties of Bailee. 7  
(2) Explain the different modes of discharge of Surety under Contract of Guarantee. 7

OR

- (1) Define Agency. Explain different methods of creation of Agency. 7  
(2) Write short notes : (Any Two) 7  
(i) Personal liability of an Agent.  
(ii) Types of lien.  
(iii) Continuing Guarantee.

(B) Do As Directed (Any Four) :

- (1) There are three parties in the contract of Guarantee. (True/False) 4  
(2) Define Gratuitous Bailment.  
(3) What are the rights of owner ?  
(a) Redeem Goods  
(b) Surplus on Sales  
(c) Preservation and Maintenance  
(d) All of the above  
(4) Under contract of \_\_\_\_\_ one person promises to protect the other from any loss and make good of any laws caused to him.  
(a) Guarantee  
(b) Indemnity  
(c) Agency  
(d) Pledge  
(5) Stranger to the contract can not sue. (True/False)  
(6) Define Agency.

3. (A) (1) Write a note on Goods and kinds of Goods. 7  
(2) Define "Unpaid seller". Explain its rights against Goods. 7

OR

- (1) Discuss the implied conditions in contract of Sale of Goods. 7  
(2) Write short notes : (Any Two) 7  
(i) Doctrine of Buyer Beware  
(ii) Sale and Agreement to Sale  
(iii) Mercantile agent  
(iv) F.O.B. Contracts

(B) Do as directed. (Any Three)

- (1) Right to resell the goods is a right of
- The buyer
  - The seller
  - An unpaid seller
  - All of the above

- (2) Auction sell completes by \_\_\_\_\_.
- Fall of hammer
  - Acceptance
  - Fall of ball
  - None of the above

- (3) Sell means \_\_\_\_\_.
- Transfer of goods
  - Transfer of ownership of goods
  - Sell of goods at discount
  - None of the above

(4) "Caveat Emptor" means let the seller beware. (True/False)

(5) A Warranty is a stipulation which is essential to the main purpose of contract of sale. (True/False)

4. (A) (1) Defines Promissory Note and Bills of Exchange and discuss the differences between two. 7

(2) Define a Cheque and explain various crossing of Cheque. 7

OR

(1) Define Bills of Exchange and explain its characteristics. 7

(2) Write short Notes : (Any Two) 7

(i) Characteristics of Negotiable Instrument.

(ii) Holder and Holder in due course.

(iii) Inchoate Instrument

## (B) Multiple Choice Questions : (Any Three)

- (1) A Promissory note is an unconditional promise to pay. (True/False)
- (2) Negotiable instrument is a method of transferring gold from one person to another. (True/False)
- (3) When acceptor puts some condition is term as qualified acceptance. (True/False)
- (4) Cheque bearing two parallel line across the cheque is known an \_\_\_\_\_. (open cheque/crossed cheque)
- (5) Define Fictitious bills.

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