REV-01
BCM/25/31

2025/05

SET A

BACHELOR OF COMMERCE
FOURTH SEMESTER
BUSINESS LAWS
BCM – 401
[USE OMR SHEET FOR OBJECTIVE PART]

Duration: 3 hrs. **Full Marks: 70**

(Objective)

Time: 30 mins. **Marks: 20**

Choose the correct answer from the following: ***1×20=20***

1. What is the primary objective of FEMA, 1999?
   a. To regulate the stock market in India
   b. To facilitate external trade and payments and promote the foreign exchange market
   c. To control domestic banking operations
   d. To monitor internal trade policies

2. What is the primary purpose of Intellectual Property protection?
   a. To restrict all forms of creativity
   b. To prevent commercial trade
   c. To regulate physical property ownership
   d. To incentivize innovation and creativity by granting exclusive rights

3. Which of the following is a primary objective of the Competition Act, 2002 in India?
   a. To promote monopolies in key industries to ensure economic stability.
   b. To regulate the taxation policies of businesses in India.
   c. To prevent anti-competitive practices and promote fair competition in the market.
   d. To exclusively govern the merger of public sector enterprises.

4. Which of the following is a key feature of the Right to Information (RTI) Act, 2005 in India?
   a. It mandates public authorities to provide information to citizens within 30 days of receiving an RTI request, except in specific cases.
   b. It allows citizens to access information only from private organizations.
   c. It restricts access to information related to government policies and decisions.
   d. It applies only to information held by the judiciary and not by other public authorities.

5. Which of the following is a key benefit of the Alternative Dispute Resolution system in India?
   a. It provides a faster, cost-effective, and flexible process for resolving disputes compared to traditional litigation.
   b. It ensures all disputes are resolved through formal court trials with mandatory appeals.
   c. It is exclusively used for resolving international trade disputes.
   d. It guarantees imprisonment for parties who fail to comply with the resolution.

6. Which of the following is a primary source of Indian Business Laws?
   - a. Newspaper articles discussing corporate regulations
   - b. Textbooks and commentaries on business law
   - c. Informal trade practices followed by businesses
   - d. Judicial precedents set by the Supreme Court and High Courts

7. According to the Information Technology Act, 2000, which of the following best defines "Information"?
   - a. Only data stored in physical documents and records.
   - b. Data, text, images, sound, codes, computer programs, software, databases, or microfilm stored or generated electronically.
   - c. Only personal information related to an individual's identity.
   - d. Information exclusively related to government records and policies.

8. Which of the following is an example of an agency relationship established by express agreement under the Indian Contract Act, 1872?
   - a. A shopkeeper selling goods on behalf of a merchant who is unaware of the sale.
   - b. A person appointing a lawyer through a written power of attorney to represent them in court.
   - c. A person acting as an agent because they were mistakenly believed to be authorized by the principal.
   - d. A stranger managing a sinking ship to save it during a storm.

9. Which of the following is an essential feature of a contract of guarantee under the Indian Contract Act, 1872?
   - a. There must be a principal debtor, a creditor, and a surety.
   - b. The contract must be made in writing and registered.
   - c. The surety's liability must be absolute and unlimited.
   - d. The contract of guarantee must be independent of any other contract.

10. What is the primary distinction between a condition and a warranty under the Sale of Goods Act, 1930?
   - a. A condition is a minor term, while a warranty is a major term of the contract.
   - b. Breach of a warranty allows the buyer to repudiate the contract, while breach of a condition entitles the buyer to claim damages.
   - c. A condition relates to the quality of goods, while a warranty relates to the quantity of goods.
   - d. Breach of a condition allows the buyer to repudiate the contract, while breach of a warranty only entitles the buyer to claim damages.

11. Which of the following is NOT a right of a consumer under the Consumer Protection Act, 2019?
   - a. Right to be informed about the quality, quantity, and price of goods or services
   - b. Right to be protected against unfair trade practices
   - c. Right to receive goods or services at subsidized prices
   - d. Right to seek redressal against unfair trade practices or exploitation

12. What is consideration under the Indian Contract Act, 1872?
   a. A verbal promise made without any exchange
   b. Something of value given by one party to another to bind a contract
   c. A contract signed by both parties
   d. A gift given without expectation of return

13. Which of the following is an essential element of a valid contract under Section 10 of the Indian Contract Act, 1872?
   a. The contract must be registered with a government authority
   b. There must be lawful consideration and a lawful object
   c. The contract must involve at least three parties
   d. The contract must be written and notarized

14. If a contract is entered into under coercion, which essential element of a valid contract is violated?
   a. Lawful consideration
   b. Certainty of terms
   c. Competency of parties
   d. Free consent

15. Business laws in India are influenced by which of the following legal systems?
   a. Roman Law
   b. American Law
   c. British Common Law
   d. Islamic Law

16. Which of the following is a type of partnership defined under the Indian Partnership Act, 1932?
   a. Partnership at Will
   b. Limited Liability Partnership
   c. Joint Stock Partnership
   d. Cooperative Partnership

17. What is the primary purpose of a Partnership Deed under the Indian Partnership Act, 1932?
   a. To register the partnership with the government
   b. To outline the rights, duties, and obligations of partners
   c. To secure loans for the partnership
   d. To file tax returns for the partnership

18. Under the Sale of Goods Act, 1930, what is a 'sale' as defined in Section 4?
   a. A contract where property in goods is transferred from seller to buyer for a price
   b. An agreement to transfer goods for a future payment
   c. A lease agreement for the temporary use of goods
   d. A barter exchange without monetary consideration

19. Under the Indian Patents Act, 1970, what is the term of a patent for an invention in India?
   a. 20 years from the date of filing the application
   b. 10 years from the date of filing the application
   c. 15 years from the date of grant of the patent
   d. Lifetime of the patentee

20. Who is responsible for the administration and enforcement of the LLP Act, 2008?
   a. Reserve Bank of India (RBI)
   b. Ministry of Corporate Affairs (MCA)
   c. Securities and Exchange Board of India (SEBI)
   d. Directorate General of Foreign Trade (DGFT)

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(Descriptive)

Time : 2 Hr. 30 Mins. Marks : 50

[Answer question no.1 & any four (4) from the rest]

1. Explain the various modes of discharge of a contract under the Indian Contract Act, 1872. 10

2. a) Describe the structure of the Indian Judicial System. 5+5=10
   b) Explain the role of Lok Adalat as an alternative dispute resolution mechanism in the Indian legal system.

3. a) Explain any three modes of creation of an agency. 5+5=10
   b) Distinguish between a *sale* and an *agreement to sell* under the Sale of Goods Act, 1930.

4. a) Explain the jurisdiction of the District, State and National Consumer Disputes Redressal Commission under the Consumer Protection Act, 2019. 5+5=10
   b) Who can file a complaint under the Consumer Protection Act, 2019? Mention two rights of a consumer under the Act.

5. Differentiate between dissolution of partnership and dissolution of partnership firm.Explain the various modes of dissolution of a partnership firm under the Indian Partnership Act, 1932. 3+7=10

6. a) Explain any five important featuresof the Limited Liability Partnership Act, 2008. 5+5=10
   b) Distinguish between a Limited Liability Partnership and a Company.

7. a) What are the two main objectives of the Patent Act, 1970? Also, discuss any three rights conferred upon a patentee under the Act. 2+3+5=10
   b) Write a short note on the Trade Marks Act, 1999.

8. a) Explain the concept of 'abuse of dominant position' with reference to Section 4 of the Competition Act, 2002. 5+5=10
   b) Define Current Account Transactions and Capital Account Transactions under the Foreign Exchange Management Act, 1999.

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