

BACHELOR OF BUSINESS ADMINISTRATION
Third Semester
BUSINESS LAW
(BBA- 13)

Duration: 3Hrs.

Full Marks: 70

Part-A (Objective) =20
Part-B (Descriptive)=50

(PART-B: Descriptive)

Duration: 2 hrs. 40 mins.

Marks: 50

1. Answer the following questions (any *five*)

2×5=10

- a) Define The Indian Contract Act of 1872.
- b) Write five essential characteristics of partnership?
- c) Define partnership.
- d) Describe the salient features of the consumer protection act.
- e) Define agreement.
- f) What is dissolution of firm?
- g) Who is an unpaid seller?

2. Answer the following questions (any *five*)

3×5=15

- a) Distinguish between sale and agreement to sale.
- b) State some features of Contract of Sale.
- c) Explain the term Doctrine of Caveat Emptor?
- d) What are the various types of partnership?
- e) What are those circumstances under which a court can order dissolution of a firm?
- f) Explain some features of Articles of Association.
- g) What are the different types of company meetings?

3. Answer the following questions (any *five*)

5×5=25

- a) Explain the essential elements of a contract.
- b) Who is a consumer? Discuss the rights of consumer granted under section (6) of consumer protection act.
- c) Explain the terms conditions and warranties under contract of sale.
- d) What are the mutual rights and liabilities of partners in the absence of any express agreement?
- e) Explain the contents of Memorandum of Association.
- f) Explain some duties of a director of a company.
- g) Explain the different types of contracts.

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(The figures in the margin indicate full marks for the questions)

Duration: 20 minutes

Marks – 20

PART A- Objective Type

1. Choose the correct option:

1×20=20

- i) The Indian Contract Act was initiated in the year:
a)1862 b)1962 c)1872 d)1972
- ii) When the consent of a party is not free, the contract is:
a) Void b) Voidable c) Valid d) Illegal
- iii) Which of the following is considered “exact test of partnership”
a) sharing of profits b)agreement c)ritual agency d)carrying of business
- iv) In case of illegal agreements, the collateral agreements are:
a)Valid b)Void c)Voidable d) None of these
- v) The Sale of Goods Act, 1930 Deals with:
a) sale b)mortgage c)pledge d)all of the above
- vi) The conditions and warranties may be in the form of:
a)express b)implied c)both d) none
- vii) Who among the following is not entitled to have an access to books of account:
a)cestensile partner b)partner in profits only c)riner d)sub-partner.
- viii) Goods which are in existence at the time of Contract of Sale is known as:
a) present goods b)existing goods c)specific goods d)none.
- ix) An agreement enforceable by law is:
a) promise b)contract c)obligation d)lawful promise
- x) An offer may lapse by:
a)revocation b) counter offer c)rejection of offer by offeree d)none
- xi) Which of the following is not a characteristic feature of a joint stock company:
a)Artificial person b) Separate property c)limited liability d)none

- xii) A statement defining the constitution and objects of the company is known as:
a) prospectus b) memorandum of association c) articles of association d. none
- xiii) The Board of directors cannot appoint:
a) additional directors b) casual director c) alternate directors d) nominee director
- xiv) The maximum number of partners in a partnership firm carrying ordinary business may be:
a) 10 b) 20 c) 50 d) none of the above
- xv) Which of the following is not an essential element of partnership?
a) Association of two or more persons
b) Mutual agency
c) Result of an agreement
d) Separate legal entity
- xvi) Who among the following can file a complaint under the consumer protection act.
a) a consumer
b) central or state government
c) one or more consumers if there are many consumers having common interest.
d) none
- xvii) Which of the following duties is not a general duty of directors of a company?
a) Duty of good faith b) Duty of care c) Duty not to delegate d) none.
- xviii) A petition to the NCLT for winding up of the company can be filed by:
a) the members
b) the creditors
c) the Registrar of the company
d) all of the above
- xix) Consideration must move at the desire of:
a) promisor b) promisee c) any other person d) none
- xx) Doctrine of Caveat Emptor means:
a) let the seller beware b) let the buyer beware c) both d) none.
