

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

Answer any *five* of the following questions:

1. Define a company. What are the characteristic features of a company? (2+8=10)
2. What is Memorandum of Association? Give its definition. What are the different clauses contained by it? Discuss. (3+2+5=10)
3. What is a contract of sale? Distinguish between a sale and an agreement to sell. (2+8=10)
4. 'An agreement enforceable by law is a contract.' Discuss. Enumerate the essentials of a valid contract. (5+5=10)
5. What is an offer? When does an offer become promise? Explain the rules governing a valid offer. (3+2+5=10)
6. What do you mean by 'Negotiable Instrument'? How Bill of Exchange is defined? Distinguish between Bill of Exchange and Promissory Note. (2+3+5=10)
7. What is partnership? Discuss about the different types of partners. (2+8=10)
8. Define 'Consumer.' Mention three salient features of the Consumer Protection Act. Discuss the rights of consumer granted under section 6 of the Act. (2+3+5=10)

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Duration: 20 minutes

Marks – 20

(PART A- Objective Type)

I. State whether the following statements are *true* or *false*:

1×20=20

1. The Companies Act, 1956 does not allow a company to be formed for purposes other than Profit making.
2. On registration, a company becomes body corporate.
3. The Memorandum of Association is the charter of the company.
4. A Public Company must have its own Articles of Association.
5. There is no retirement age of directors of a company.
6. First directors are appointed by promoters of the company.
7. A statutory meeting must be held after one month and before six months of obtaining the “certificate of commencement of business.”
8. A company can be wound up only if the members pass a special resolution to this effect.
9. Agreement and its enforceability constitute a contract.
10. A mere mental acceptance not evidenced by words or conduct, in the eye of law, is no acceptance.
11. Consideration must move at the desire of the promissory.
12. A contract with a minor is voidable at the option of the minor.
13. Consent indicates identity of minds in respect of the subject matter of the contract.
14. A void agreement is one, which is not enforceable by law.
15. In an agreement of sale, if the goods are destroyed, the loss falls on the buyer.
16. An unpaid seller is one who has not received the full price of the goods sold by him.
17. A partnership firm has a separate legal existence apart from its members.

18.A partner may be expelled from the firm only with the consent of all other partners.

19.A promissory note can be in the form of oral undertaking.

20.A person who buys goods for commercial purpose is not a consumer.
