

MASTER OF HOSPITAL ADMINISTRATION  
SECOND SEMESTER  
BUSINESS REGULATORY FRAMEWORK, HEALTHCARE LAWS & ETHICS  
MHA - 205

**SET  
A**

[USE OMR SHEET FOR OBJECTIVE PART]

Duration: 3 hrs.

Full Marks: 70

Time: 30 mins.

**(Objective)**

Marks: 20

*Choose the correct answer from the following:*

*1 × 20 = 20*

1. An offer comes to an end:
  - a. By lapse of time
  - b. By death of offeror or offeree
  - c. By revocation of the offer by the offeror
  - d. In all the above cases
2. In which of the following cases, the agreement is void ab initio?
  - a. Bilateral mistake
  - b. Coercion
  - c. Fraud
  - d. Misrepresentation
3. Which of the following rules does not apply to a valid offer?
  - a. The offer must be capable of creating legal relations
  - b. The offer must be unconditional
  - c. The offer must be certain
  - d. The offer must be communicated
4. Which one of the following is not an essential element of a valid contract?
  - a. Performance
  - b. Offer and acceptance
  - c. Free consent
  - d. Lawful object
5. Which of the following is not a valid contract?
  - a. Oral contract
  - b. Express contract
  - c. Implied contract
  - d. None of the above
6. Which of the following is not a basic requirement to form a valid contract of sale?
  - a. Two parties
  - b. Transfer of property in goods
  - c. Delivery of goods
  - d. Consideration in price
7. Which is the odd one out?
  - a. Specific goods
  - b. Future goods
  - c. Ascertained goods
  - d. Unascertained goods
8. Which of the following is not an implied condition in a contract of sale?
  - a. Condition as to quality or fitness
  - b. Condition as to merchantable quality
  - c. Condition as to wholesomeness
  - d. Condition as to free from encumbrances

9. When goods are sent on 'approval' or 'sale or return' basis, the property there in passes to the buyer
  - a. When he signifies his approval
  - b. When he adopts the transaction
  - c. When he fails to return the goods
  - d. In all of the above cases
10. Where the property in goods has passed to the buyer, which of the following is immaterial for an unpaid seller?
  - a. Lien
  - b. Stoppage in transit
  - c. Resale
  - d. Withholding delivery
11. Which of the following is not a consumer right?
  - a. Right to safety
  - b. Right of lien
  - c. Right to be informed
  - d. Right to redressal
12. State which of the following is not a consumer for the purpose of goods?
  - a. One who buys goods for consumption
  - b. One who uses such goods with the approval of the buyer
  - c. One who buys goods for commercial purpose
  - d. One who buys goods for self-employment
13. Who among the following can file a complaint under the consumer protection act?
  - a. A consumer
  - b. The Central or the State Government
  - c. One or more consumers if there are many consumers having the common interest
  - d. Any of the above
14. The National Consumer Disputes Redressal Commission consists of members not less than:
  - a. 2
  - b. 4
  - c. 6
  - d. 8
15. The first Consumer Protection Act was passed in the year:
  - a. 1986
  - b. 1976
  - c. 1996
  - d. 1956
16. Which of the following is not a dimension of health?
  - a. Emotional
  - b. Matrimonial
  - c. Spiritual
  - d. Intellectual
17. Which of the following is not a remedy for a patient suffering from the negligent act of the doctors?
  - a. Compensatory action
  - b. Disciplinary action
  - c. Recommendatory action
  - d. None of the above

18. EUTHANASIA is commonly known as:
- a. Mercy killing
  - b. Silent killing
  - c. Deliberate killing
  - d. Killing on willingness
19. What is the other term for MTP?
- a. Induced abortion
  - b. Forced death
  - c. Pregnancy induced sterilization
  - d. Unwanted pregnancy
20. Which of the following is not a reason of debate of legalizing MTP in many countries?
- a. Emotional issues
  - b. Ethical issues
  - c. Economic issues
  - d. Religious issues

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**( Descriptive )**

Time : 2 Hr. 30 Mins.

Marks : 50

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

1. a) Define "Offer". 2+8=10  
b) What are the rules of a valid Offer?
2. What is contract and what are the essential elements of a valid contract? 10
3. a) How "Sale" and "Agreement to sell" is defined in the Act? 2+2+6=10  
b) Write six essential elements of a sale.
4. a) How "Right to health" is considered under the constitutional law? 6+4=10  
b) Is "Right to health" is "Right to life"? Discuss.
5. a) What is the concept of Health? 4+6=10  
b) Discuss about the dimensions of Health.
6. a) Who is a Consumer? 4+6=10  
b) What are the rights of a consumer?
7. Distinguish between any two: 5×2=10
  - a) Void agreement and voidable contract
  - b) Sale and Agreement to sell
  - c) Conditions and Warranties
8. Write short notes on any two: 5×2=10
  - a) Free consent
  - b) Unpaid seller
  - c) Quantum Meruit

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