

D 111873

(Pages : 2)

Name.....

Reg. No.....

**THIRD SEMESTER (CBCSS—UG) DEGREE EXAMINATION
NOVEMBER 2024**

B.Com.

BCM 3B 03—BUSINESS REGULATIONS

(2019—2023 Admissions)

Time : Two Hours and a Half

Maximum : 80 Marks

Part A*Answer all questions.**Each question carries 2 marks.*

1. What are Cross Offers ?
2. Define Executory Contract.
3. Distinguish between Void Agreement and illegal agreement.
4. What are Quasi- Contracts ?
5. What is a Pledge ?
6. Define Consent.
7. What do you understand by “Quantum Meruit” ?
8. Distinguish between Particular Lien and General Lien.
9. What are the characteristics of Coercion ?
10. How does Pledge differ from a bailment ?
11. What is Implied Warranty ?
12. Define a Contract of Sale.
13. What is Restrictive Trade Practices ?
14. Difference between Sub-Agent and Substituted agent.
15. Define Contingent Goods.

(15 × 2 = 30 Marks, Max. Ceiling 25 Marks)

Turn over

Part B

Answer all questions.

Each question carries 5 marks.

16. Distinguish between Express Offers and Implied Offers.
17. List the rights of the Surety against the co- sureties.
18. Discuss the various kinds of Bailment.
19. What are the essential elements of Coercion ?
20. Distinction between special Power of Attorney and General Power of Attorney.
21. State different ways in which a contract may be discharged.
22. Explain the rights of a Consumer ?
23. Distinction between Coercion and Undue Influence.

(8 × 5 = 40, Ceiling 35 Marks)

Part C

Answer any two questions.

Each question carries 10 marks.

24. What is an Offer? State the essentials of a Valid Offer.
25. What is LLP? Discuss the advantages and disadvantages of LLP.
26. Exceptions to the rule “ No Consideration, No Contract”. Discuss.
27. Write notes on the following :
 - i) Agency by Estoppel.
 - ii) Agency by holding out.
 - iii) Agency by necessity.
 - iv) Agency by and ratification.

(2 × 10 = 20 marks)

D 111873-A**(Pages : 4)****Name.....****Reg. No.....****THIRD SEMESTER (CBCSS—UG) DEGREE EXAMINATION
NOVEMBER 2024****B.Com.****BCM 3B 03—BUSINESS REGULATIONS****(2019—2023 Admissions)****(Multiple Choice Questions for SDE Candidates)****Time : 15 Minutes****Total No. of Questions : 20****Maximum : 20 Marks****INSTRUCTIONS TO THE CANDIDATE**

1. This Question Paper carries Multiple Choice Questions from 1 to 20.
2. The candidate should check that the question paper supplied to him/her contains all the 20 questions in serial order.
3. Each question is provided with choices (A), (B), (C) and (D) having one correct answer. Choose the correct answer and enter it in the main answer-book.
4. The MCQ question paper will be supplied after the completion of the descriptive examination.

BCM 3B 03—BUSINESS REGULATIONS

(Multiple Choice Questions for SDE Candidates)

1. The Indian contract act come into force :
 - (A) From 1 September 1972.
 - (B) Before 1 September 1882.
 - (C) From 1 September 1872.
 - (D) After 1 September 1872.
2. When an offer can be accepted only by the person to whom it is made, it is called _____.
 - (A) Express offer.
 - (B) General offer.
 - (C) Specific offer.
 - (D) Implied offer.
3. The term “Quid pro quo” means :
 - (A) Something in return.
 - (B) Something important.
 - (C) Something of value.
 - (D) Something relevant.
4. Which of the following may employ an agent ?
 - (A) Any person who is capable of understanding the contract and forming a rational judgment as to its effect upon his interest.
 - (B) Any person who is engaged in business or profession.
 - (C) Any person who is of the age of majority according to the law to which he is subject and who is of sound mind.
 - (D) All of the above.
5. The Indian Contract Act, 1872 applies to the :
 - (A) Whole of India including Jammu and Kashmir.
 - (B) Whole of India excluding Jammu and Kashmir.
 - (C) States notified by the government every year.
 - (D) Northern and eastern Indian states.
6. A jus in personam means a right against :
 - (A) A specific person.
 - (B) The public at large.
 - (C) A specific thing.
 - (D) None of these.

7. Because of supervening event, the promisor is excused from the performance of the contract. This is known as :
- (A) A doctrine of frustration. (B) An initial impossibility.
(C) A doctrine of ultra-vires. (D) An operation of law.
8. The original contract needs not to be performed, if there is :
- (A) Rescission of contract. (B) Novation of contract.
(C) Alteration of contract. (D) All of the above.
9. If a person accepts a lesser sum of money than what was contracted for, in the discharge of the whole debt, it is known as :
- (A) A waiver. (B) A remission.
(C) An alteration. (D) A rescission.
10. Duress under English contract law is similar to :
- (A) Undue influence. (B) Coercion.
(C) Fraud. (D) Misrepresentation.
11. When one of the parties is under a mistake as to a matter of fact essential to the agreement, it is called :
- (A) Unilateral mistake. (B) Bilateral mistake.
(C) Partial mistake. (D) Incomplete mistake.
12. Capacity to contract means :
- (A) The parties are financially sound to make contracts.
(B) The parties are physically able to enter into contracts.
(C) The parties are legally competent to enter into contracts.
(D) All of the above.
13. Price lists, catalogues, advertisements in newspapers and enquiries from customers are :
- (A) Offers. (B) Invitations to offer.
(C) Acceptances. (D) Cross offers.

Turn over

14. Which of the following is not the mode of the lapse of an offer ?
- (A) Lapse of time. (B) Case against the offeror.
(C) Insanity of the offeror. (D) Failure to accept condition precedent.
15. When the contract is perfectly valid but cannot be enforced because of certain technical defects. This is called :
- (A) Unilateral contract. (B) Bilateral contract.
(C) Unenforceable contract (D) Void contract.
16. The buyer shall have and enjoy quiet possession of goods. This is an _____.
- (A) Implied warranty as to title.
(B) Implied condition as to title.
(C) Implied warranty as to possession.
(D) Implied condition as to possession.
17. The general rule is that the buyer of goods is responsible for his choice or selection. This doctrine is :
- (A) Ignorantia juris non excusat. (B) Quid Pro Quo.
(C) Nemo dat quad non habet. (D) Caveat Emptor.
18. Exemplary damage is also known as :
- (A) A vindictive damage. (B) A punitive damage.
(C) A direct damage. (D) Either (A) or (B).
19. A quasi-contract :
- (A) Is a contract. (B) Is an agreement.
(C) Has only a legal obligation. (D) Is not any of these.
20. The party who gives the indemnity is known as :
- (A) The indemnity-holder. (B) The indemnifier.
(C) The surety. (D) The principal debtor.