

FYBBI  
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2 to 4.30  
pages-2.

Business law

(145)



Q.P. Code :33102

[Time: 2:30 Hours]

[ Marks:75]

Please check whether you have got the right question paper.

N.B: 1. All questions are compulsory.

- Q.1 a) Fill in the blanks. (Any 8) 08
- 1) ----- law refers to the body of rules that determine the rights and obligation of individuals and collective bodies.
  - 2) ----- laws deal with the method and means by which substantive law is administered.
  - 3) The constitution of India provides for a ----- form of government with a fairly strong Centre which plays a dominant role.
  - 4) The role of the judiciary is not only to dispense ----- between individuals, but also between states, between states and individuals.
  - 5) "Every promise and every set of promises, forming consideration for each other is called an, -----.
  - 6) A contract which ceases to be enforceable by law becomes-----
  - 7) For a contract, ----- is essential.
  - 8) If condition or event is certain, it is not a ----- contract.
  - 9) Price means, -----consideration for sale of goods.
  - 10) When a bill of exchange is drawn, accepted or indorsed without consideration, it is called as an, ----- bill.
- b) True or False (Any 7) 07
- 1) Negotiable Instruments Act does not recognize crossing of cheques.
  - 2) A statement in the form of request can constitute a bill of exchange.
  - 3) Transfer of property in the goods is the most crucial aspect in a contract of sale.
  - 4) Right of lien means, "right to retain the possession of goods, until the claim is paid thereof.
  - 5) The person who delivers the goods is called the, 'Bailee'.
  - 6) When a guarantee extends to multiple transactions or debts, it is called as, "special a simple guarantee".
  - 7) A minor's agreement is not absolutely void, there can be specific performance of such an agreement.
  - 8) The constitution has empowered to declare, three types of emergencies, viz National, State and Financial.
  - 9) Articles 14 & 16 highlights the principles of equality, applicable to all citizens as well as non-citizens.
  - 10) Every contract consists two parts, namely promise and consideration for promise.

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- Q2 a) Explain the Indian legal system and give classification of courts in India. 08  
b) Explain any 3 salient features of the Constitution of India and 'Right of Freedom' under article 19 of the constitution of India. 07

OR

- c) Explain briefly the right to constitutional remedies under articles 32 and 226. 08  
d) Explain the Preamble of the Constitution of India and Article 136 special leave to Appeal to Supreme Court. 07

- Q.3 a) What is a Contract? What is the difference between agreement and contract? What are the different types of contracts? 08  
b) What are the exceptions to the rule 'No Consideration No Contract'? What is unlawful consideration or unlawful object? 07

OR

- c) What is Misrepresentation? Explain the types of mistakes. 08  
d) Define, "Contingent Contracts"? State the rules regarding "Contingent Contracts". 07

- Q.4 a) What are the essential features of guarantee and the kinds of guarantee? 08  
b) What are the rights of surety and circumstances under which surety is not discharged. 07

OR

- c) Define, "Bailment". State the essentials and types of Bailment. 08  
d) What is the method of creating an agency and how is an agency gets terminated? 07

- Q.5 a) Explain condition and warranty along with its types. 08  
b) Explain E-Governance. 07

OR

Write Short notes:- (Any 3)

- a) Coercion  
b) Bills of Exchange  
c) Endorsement  
d) Discharge of contract  
e) E-Contracts.

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