

COMMERCIAL LAW

Time : Three Hours

Maximum : 60 Marks

SECTION - A(26 Marks)

Answer **ALL** the Questions

ALL Questions Carry **EQUAL** Marks (26X1 = 26 Marks)

I Multiple choice questions :

- a) Acceptance may be revoked by the acceptor
(a) At any time (b) Before the letter of acceptance reaches the offerer
(c) After the letter of acceptance reaches the offerer (d) Before the death of the Acceptor
- b) An offer may lapse by
(a) Revocation (b) Counter offer
(c) Rejection of offer by offeree (d) All the above
- c) Consideration must move at the desire of
(a) Promise (b) Promisor
(c) Any other person (d) Both Promisor and Promisee
- d) An Agreement with or by a minor is
(a) Void (b) Voidable at the option of the minor
(c) Voidable at the options of the other party (d) Valid
- e) A voidable contract is one which
Can be enforced at the option of aggrieved party
(a) Can be enforced at the option of both the parties
(b) Cannot be enforced in a court of law
(c) Courts prohibit
- f) When the consent of a party is not free, the contract is
(a) Void (b) Voidable (c) Valid (d) Illegal
- g) A wrong representation when made without any intention to deceive the other party amounts
(a) Coercion (b) Undue influence (c) Fraud (d) Misrepresentation
- h) A contract made by mistake about the Indian law, is
(a) Void (b) Valid (c) Voidable (d) Illegal
- i) A contract is discharged by novation which means the
(a) Cancellation of the existing contract (b) Change in one or more terms of the contract
(d) Substitution of existing contract for a new one (c) 3 options are incorrect
- j) Specific performance may be ordered by the court when
(a) The contract is voidable (b) Damages are an adequate remedy
(c) Damages are not an adequate remedy (d) The contract is uncertain
- k) A Quasi contract is a
(a) Contract (b) Agreement (c) Creates only a legal obligation (d) None of the above
- l) A contract of indemnity is a
(a) Contingent contract (b) Wagering contract (c) Quasi contract (d) Void agreement
- m) A Bailee has
(a) A right of particular lien over the goods bailed (b) A right of retention
(c) A right of both particular and general lien (d) No lien at all over the goods bailed
- n) Pledge by non owners is valid a valid pledge, if the pledge is by
(a) Mercantile agent (b) Co-owner in possession
(c) By seller or buyer in possession after sale (d) All the above

- o) A person employed by and acting under the control of the original agent in the business of agency is a
 (a) Special agent (b) **Universal agent** (c) Substituted agent (d) Sub agent
- p) The right of subrogation in a contract of guarantee is available to the
 (a) Creditor (b) Principal debtor (c) Surety (d) Indemnified
- q) The sales of Goods Act, 1930 deals with the
 (a) Movable goods only (b) immovable goods only
 (c) Not Immovable goods (d) All goods except ornament
- v) Legally a contract of sale includes
 (a) Sale (b) Agreement to sell (c) Barter (d) Both Sale and agreement to sell
- 3) Doctrine of caveat Emptor means
 (a) Let the seller beware (b) Let the buyer beware
 (c) Let the Creditor beware (d) Creditor and Seller
- 0) A contract for the sale of "Future goods " is
 (a) Agreement to sell (b) Sale (c) Sales on approval (d) Hire purchase Contract
- u) An unpaid seller is having right against
 (a) Goods only (b) The buyer only (c) Both Goods and Buyer (d) Seller only
- v) The word negotiable means
 (a) Transferable by delivery (b) Transferable by property
 (c) Transfer of goods and services (d) Transfer of Bailment
- w) When an instrument on its maturity remains unsatisfied the instrument is said to be
 (a) Unqualified (b) qualified (c) Partly qualified (d) Dishonoured
- x) Holder in due course means
 (a) possessor of promissory note (b) Possessor of bill of exchange
 (c) Possessor of cheque (d) All the above
- y) Each of the partner is
 (a) Principal as well agents (b) Only Agents of the Firm
 (c) Only Represent of the firm (d) Only Co-partner of the firm
- z) Every partner has the right to
 (a) To share exclusive profits (b) To use the property of the firm
 (c) Pay taxes (d) Take part in the business of the firm

SECTION - B (10 Marks)

Answer **ALL** the Questions

ALL Questions Carry **EQUAL** Marks (2 X 5 = 10 Marks)

2. Briefly explain the duties of a Bailor.
3. Define Coercion and Undue influence and give its difference

SECTION - C (24 Marks)

Answer any **THREE** Questions

ALL Questions Carry **EQUAL** Marks (3 X 8 = 24 Marks)

- 4 Explain the essential elements of a contract.
- 5 Briefly explain the different modes of discharge of contracts.
- 6 Define an agent and give the duties of an agent.
- 7 Enumerate the rights of an unpaid seller.
- 8 Give any five rights and five duties of a partner