

Anjuman Islam Janjira Degree College of Science Murud-Janjira, Raigad-402401 Affiliated to University of Mumbai	
Class: -F.Y.BAF	Subject: - Business Law
Semester: - II	Course code: -
exam Event: - (FH) Summer 2024	Marks: 75
Date: - 19-04-2024	Duration: - 2 Hours 30 Mins

1. All questions are compulsory.
2. **Figures** to the right indicate full marks.
3. Use of log-table/nonprogrammable calculator is allowed.
4. Answer for the same question as far as possible should be written together.

Q1. A) Answer the following multiple-choice question (Any 8)

08

1. An Agreement enforceable by law is called _____
a) An agreement b) Contract c) Both (a) and (b) d) None of above.
2. Which of the following persons can perform the contract _____
a) Promisor b) Legal representatives of promisor c) agent of promisor d) All of the above.
3. The person making the proposal is called _____
a) Offeror b) Offeree c) Participator d) Principal.
4. The Contract act come into force _____
a) From 1sept.1972 b) Before 1sept. 1872 c) From 1sept.1872 c) After 1sept.1872.
5. What is not a party to a cheque _____
a) Drawer b) Drawee c) Payee d) Acceptor.
6. Doctrine of caveat emptor places the burden on the _____
a) buyer b) seller c) third party d) government.
7. The maximum age national commission member should be _____
a) 60 b) 35 c) 70 d) 65.
8. Consumer protection act is significant to _____
a) Immovable goods b) Movable good c) particular good & service d) all goods & service.
9. Which right is available to an unpaid seller _____
a) Right of lien b) Stoppage in transit c) resale d) all of the above.
10. The contract of insurance is in fact contract of _____
a) Urgency b) Indemnity c) Both (a) and (b) d) None of above.

B) State whether following sentences are True or False. (any7)

07

- 1) Law of contract is not the whole law of agreement.
- 2) The provision of sale of good were previously included in the Indian contract act 1872.
- 3) Consideration cannot be a past consideration.
- 4) The law relating to sale of immovable goods is contained in sale of good act 1930.
- 5) There are two types or kinds of capital of a company, i.e. owned capital and borrowed capital.
- 6) A proposal when accepted always becomes a contract.
- 7) An offer may be revoked by the offeror before the posting of the letter of acceptance by the acceptor.
- 8) There are 2 essential ingredients of a contract.
- 9) An agreement of social nature is not a contract.
- 10) In a contract of indemnity, minimum 3 parties are necessary.

Q.2 A. Attempt any one of the following.	15
1. Explain in brief the various kind of contract under Indian contract act 1872.	08
2. Define contract under of indemnity contract and state the essential it.	07
OR	
B. 1“No Consideration No Contract” Discuss & state exception the rule.	08
2. Explain distinguish between agreement & contract.	07
Q.3 A. Attempt any one of the following	15
1. Explain the Doctrine of caveat emptor & state its exception?	08
2. Explain distinguish between sale & agreement to sell.	07
OR	
B. 1. What are the rights of buyer?	08
2. Explain “contract of sale of good” what are the essential elements of valid contract of sale.	07
Q.4 A. Attempt any one of the following.	15
1. Define Negotiable Instrument. What are the characteristics of negotiable Instrument?	08
2. What is Bill of Exchange? What are the characteristics of bill of exchange?	07
OR	
B. 1. Distinguish between a promissory note and bill of exchange.	08
2. Explain the types of crossing of a cheque.	07
Q.5 A. Attempt any one of the following Write Short Notes (Any 3)	
1. Define and explain the following terms used in the consumer protection act-	08
a) Unfair trade practice	
b) Manufacturer	
c) Complaint	
d) Service	
2. Explain various objects of the consumer protection act 1986.	07
OR	
B. Write Short Notes (Any 3)	15
1. Kinds of Offer	
2. Contract of Guarantee	
3. Auction sale	
4. Difference between Fraud and misrepresentation	
5. Dishonour of cheque	