

2022

(2nd Semester)

COMMERCE

Paper : BC-203

(**Commercial Law**)

Full Marks : 70

Pass Marks : 45%

Time : 3 hours

(PART : B—DESCRIPTIVE)

(Marks : 45)

*The figures in the margin indicate full marks
for the questions*

1. (a) Define consideration. Critically discuss the essential elements of consideration.

2+7=9

Or

- (b) State and briefly explain the various modes in which a contract may be discharged.

9

2. (a) Discuss the rules regarding delivery under the Sale of Goods Act, 1930.

9

(2)

Or

(b) What are conditions and warranties in a contract of sale? When can the breach of conditions be treated as a breach of warranty? 5+4=9

3. (a) Define partnership. Explain the essential elements of partnership. 2+7=9

Or

(b) Discuss the grounds on which partnership can be dissolved. 9

4. (a) Distinguish between Promissory Note and Bill of Exchange. 9

Or

(b) What is crossing of a cheque? Elaborate on the different types of crossing of cheque. 2+7=9

5. (a) Explain the salient features of the Consumer Protection Act, 1986. 9

Or

(b) What is FEMA? Explain the main provisions of FEMA. 2+7=9

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(2nd Semester)

COMMERCE

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(**Commercial Law**)

(PART : A—OBJECTIVE)

(Marks : 25)

The figures in the margin indicate full marks for the questions

1. Choose the correct answer by putting a Tick (✓) mark
in the brackets provided : 1×10=10

(a) An agreement made by the action/behaviour of
parties is

(i) oral agreement ()

(ii) written agreement ()

(iii) express agreement ()

(iv) implied agreement ()

(b) An agreement in restraint of marriage is

(i) void ()

(ii) voidable ()

(iii) lawful ()

(iv) valid ()

(c) Offer is defined in

(i) Section 2(a) ()

(ii) Section 2(b) ()

(iii) Section 2(c) ()

(iv) Section 2(d) ()

(d) Dishonour of a bill of exchange may be done by

(i) non-acceptance ()

(ii) non-payment ()

(iii) Both (i) and (ii) ()

(iv) None of the above ()

(e) 'Goods' are defined under Section ____ of the Sale of Goods Act, 1930.

(i) 2(6) ()

(ii) 2(7) ()

(iii) 3(6) ()

(iv) 3(7) ()

(f) 'Consumer' is defined under Section ____ of the Consumer Protection Act, 1986.

(i) 2(a) ()

(ii) 2(1)(d) ()

(iii) 2(b) ()

(iv) 2(1)(e) ()

(g) When a partner agrees to share his profits in a partnership firm with an outsider, such an outsider is called

(i) actual partner ()

(ii) sub-partner ()

(iii) nominal partner ()

(iv) silent partner ()

- (h) In a contract of guarantee, the person who gives the guarantee is called
- (i) principal debtor ()
 - (ii) creditor ()
 - (iii) surety ()
 - (iv) None of the above ()
- (i) Unpaid seller is defined as one to whom
- (i) part of the amount is due ()
 - (ii) whole of the amount is due ()
 - (iii) whole or part of the amount is due ()
 - (iv) None of the above ()
- (j) Discharge of a contract may be done by
- (i) mutual consent or agreement ()
 - (ii) performance ()
 - (iii) breach of the contract ()
 - (iv) All of the above ()

2. State whether the following statements are *True (T)* or *False (F)* by putting a Tick (✓) mark : 1×5=5

(a) Attempted performance of a contract is also known as 'tender'.

(T / F)

(b) The remedy of 'specific performance' is allowed in case of breach of all types of contracts.

(T / F)

(c) Registration of a partnership firm is compulsory under the Partnership Act, 1932.

(T / F)

(d) A 'holder in due course' gets the instrument free from all defects.

(T / F)

(e) Sale of goods is concerned with movable goods only.

(T / F)

3. Write short notes on any *five* of the following : $2 \times 5 = 10$

(a) Unpaid seller

(b) Capacity of parties

(c) Auction sale

(d) Types of partnership

(e) Negotiable instrument

(f) Rights of consumers
