

MALINI KISHOR SANGHVI COLLEGE OF COMMERCE AND ECONOMICS

BUSINESS LAW

Class: FYBBI. Sem II

ATKT Exam.

Seat No. \_\_\_\_\_

Time: 2hrs.30mins.

Section A

Max. Marks: 75

N.B. 1. All questions are compulsory

Q.1 Answer any 15 of 20 by ticking the right Option or filling right answer in the blank. (15)

1. A contract is an agreement which is: a.registered b.expressed c.enforceable d.implied
2. A counter offer results in the original offer being:-a.accepted. b.Invalidated. c.Enforceable d. Free Consented.
3. Acceptance plus offer is: a.Proposal b.Agreement c.Consent d.contract
4. What acceptance is no acceptance: a.Physical b.Expressed c.Mental d.Implied
5. A minor is a person who is below: a.14 years b.16 years c.18 years d.22 years
6. A minors contract is: a.Voidable b.Void c.Legal d.Conditional
7. An agreement which is enforceable by law at the option of one or more of the parties thereto but not at the option of the other or others is: a.A void contract b.A voidable contract c.A valid contracts d.An invalid contract
8. A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable is called: a.Valid contract b.Voidable contract c.Void contract d.No contract
9. In order to convert a proposal into a promise the acceptance must be: a.Conditional b. Unconditional c.Absolute d.Free
10. The Age limit for making a contract is \_\_\_\_: a.16 years; b.17 yrs; c.14 yrs; d.Majority
11. Free consent is \_\_\_\_\_ element of contract: a.Essential b.Discretionary c.Exceptional d.Absent
12. Undue influence make a contract: a.Voidable b.Void c.Valid d.Invalid
13. Agreement with consideration is: a.Voidable b.Void c.Valid d.Invalid
14. A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable is called: a.Valid contract b.Voidable contract c.Void contract. d). Special contract
15. Info Tech Act does not apply to Neg. Inst. other than: a.Promissory Note b.Bill of Exchange c. Cheque d. Bill of lading
16. The Info. Tech. Act 2000 extends to: a.Bombay b.Whole of India c.Bengal d.Bangalore
17. Any subscriber may authenticate an electronic record by fixing his digital \_\_\_\_\_  
a.ID b.APP c. Signature d. Photo
18. The year enactment of I.T. Act is: a.2013 b.2008 c. 2000 d.1956
19. Matter required to be authenticated by affixing e-signature is valid if e-signature is as per Central Govt. Rules a.FALSE b.TRUE c. Maha rules. d.General rules
20. The Info. Tech. Act 2000 extends to: a.Bombay b.Whole of India c.Bengal d.Bangalore

After completing answering Section A please attach the answered Question paper to answer book of Section B

Continued from Section A.

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Section B

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- NOTE; 1. All questions are compulsory. 2. Qs.2to5 have Internal options given and Figures to the right indicate full marks. 3. Illustrate answer with examples where necessary. 4. Answer each question on a **new page**. 5. Always write the full question No. and sub-No. in margin before answering.
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**Answer any one of the following three questions :**

- Q.2a. What are the principles of natural justice? (15)  
OR
- Q2b. Explain the "Right to Freedom" as per Article 19 of The Constitution of India?  
OR
- Q2c. Explain the Indian legal system. Give the 'Classification of Courts' in India?
- Q.3a. Define Contract? Explain the essentials of a valid Contract? (15)  
OR
- Q3b. Define Acceptance? What are the rules of a valid acceptance?  
OR
- Q3c. Explain the Rights of an Unpaid Seller?
- Q4a. What are the characteristics of a Negotiable Instrument? (15)  
OR
- Q4b. Define a "Promissory Note" and state its essentials?  
OR
- Q4c. Explain Contract of "Agency"
- Q5 Write short notes on any three of the following: [5marks each] (15)  
a) Holder and Holder in due course. b) Sale and Agreement to sell c) Minor's agreement.  
d). Caveat Emptor. e) Undue influence.