

2017

( 2nd Semester )

COMMERCE

Paper No. : 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 contract. What are the essential elements of a valid contract? 2+7=9

*Or*

- (b) Explain the rights and duties of bailor. 4½+4½=9

2. (a) Explain the essentials of a contract of sale. Also distinguish between 'sale' and 'agreement to sell'. 4½+4½=9

Or

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

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

Or

(b) Discuss the modes of dissolution of partnership firms. 9

4. (a) "A cheque is a Bill of exchange." Elaborate. Briefly discuss the types of cheques. 5+4=9

Or

(b) Distinguish between Bill of exchange and Promissory note. 9

5. (a) Who is a consumer according to the Consumer Protection Act, 1986? What are the rights of a consumer? 4+5=9

Or

(b) Write a note on FEMA, 2000. 9

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( 2nd Semester )

**COMMERCE**

Paper No. : BC-203

**( 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 : 1×5=5

(a) "A void agreement is one which is not enforceable by law" is given under the

(i) Section 11 ( )

(ii) Section 23 ( )

(iii) Section 2 (g) ( )

(iv) Section 29 ( )

- (b) Contract of sales of goods is defined under the
- (i) Section 4 of the Sales of Goods Act 1930 ( )
  - (ii) Section 4 of the Sales of Goods Act 1932 ( )
  - (iii) Section 4 of the Sales of Goods Act 1956 ( )
  - (iv) Section 4 of the Sales of Goods Act 1986 ( )
- (c) Which type of partner lends his name to the firm, without having any real interest in it?
- (i) Sleeping partner ( )
  - (ii) Nominal partner ( )
  - (iii) Minor partner ( )
  - (iv) Sub partner ( )
- (d) Which Section of Negotiable Instrument Act does not effect the provisions of RBI Act 1939?
- (i) Section 30 and 31 ( )
  - (ii) Section 29 and 30 ( )
  - (iii) Section 31 and 32 ( )
  - (iv) Section 40 and 41 ( )
- (e) The Consumer Act 1986 defines 'Consumer' under the Section
- (i) 3 (1) ( )
  - (ii) 2 (1) (d) ( )
  - (iii) 4 ( )
  - (iv) 3 (d) ( )

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

(a) Discharge of contract means termination of the contractual relationship between parties.

( T / F )

(b) When the goods are damaged or destroyed by the action of the third parties, the owner of goods can't take action against them.

( T / F )

(c) Right to have business wound-up is one of the right of the partners on dissolution.

( T / F )

(d) Promissory note, Bills of exchange and cheques, this instruments are negotiable by statute.

( T / F )

(e) The FEMA Act 1999 has repealed the FERA Act 1973.

( T / F )

3. Fill in the blanks :

1×5=5

(a) When there is no 'consent', there is no  
.....

(b) The term property assured sales in the Sales of Goods Act 1930 means general property in goods  
  
is distinguished from .....  
property.

(c) A ..... partner cannot become a partner in a firm but with consent of all the other partners he may be admitted to the benefit of partnership.

(d) ..... means a written document by which a rights is created in favour of some persons.

(e) A minister incharge of the consumer affairs in the Central Government who shall be the  
  
Chairman of the .....  
Consumer Protection Council.

4. Answer/Write short notes on any *five* of the following : 2×5=10

(a) Quasi-contracts

(b) Rights to unpaid seller

(c) Crossing of cheques

(d) Parties to negotiable instruments



(e) Hire purchase

(f) Define partnership.

(g) Export of goods and services

(h) Authorised person

(i) Partnership deed

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