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(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

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

Paper : 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 : 1×10=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 : 2×5=10

(a) Unpaid seller

(b) Capacity of parties

(c) Auction sale

(d) Types of partnership

(e) Negotiable instrument

(f) Rights of consumers

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