

Name:

Enrolment No:



**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

**End Semester Examination, December 2019**

**Course: BUSINESS LAW**

**DSQT 1010**

**Time: 03 hrs**

**Program: B.COM(HONS) GENERAL ,TAXATION ,BANKING**

**Semester: I**

**Max. Marks: 100**

**Instructions: ATTEMPT ALL SECTIONS (A,B,C,D)**

**SECTION A**

**2X5=10 Marks**

Q1.	Choose the most appropriate answer:	Marks	CO
a)	Sale of Goods Act, 1930 came into force on: i) 1 <sup>st</sup> July, 1930 ii) 1 <sup>st</sup> Nov, 1930 iii) 1 <sup>st</sup> Jan, 1930 iv) 1 <sup>st</sup> Aug, 1930	2	CO2
b)	Contract is defined in _ section of the Indian Contract Act, 1872 i)2 ii) 3(h) iii) 2(f) iv) 2(h)	2	CO1
c)	Failure in furnishing any document or return to the controller may attract a penalty not exceeding : a) 1,50,000 b) 1,25,000 c) 2,00,000 d) 1,00,000	2	CO3,4
d)	For change in the registered office of a LLP from one place to another FORM..... is filed with the ROC. a) 15 b)20 c) 18 d)25	2	CO5
e)	State who is competent to contract : a)person of the majority age b) lunatic	2	CO

	c) a minor of 10 years	d) an insolvent		
	<b>GIVE ONE WORD FOR THE FOLLOWINGS :</b>		<b>2x5=10</b>	
f)	One who tells the management about the wrong happening in the company		2	CO5
g)	Used to verify a digital signature		2	CO3
h)	Stipulation essential to the main purpose of the contract		2	CO2
i)	Promise or set of promise forming consideration		2	CO1
j)	The money consideration for sale of goods		2	CO1
	<b>SECTION B</b>		<b>2X10=20</b>	
Q2	<b>Write notes on the following :</b>			
i	What is Remission?		2	CO1
ii	How can goods be classified?		2	CO2
iii	Differentiate between Lien and stoppage of goods in transit.		2	CO2
iv	Digital signatures are equivalent to hand written signature. Explain		2	CO3
v	White Ltd. Is a foreign LLP .Can it become a partner in a LLP?		2	CO5
vi	Who is an originator?		2	CO3
vii	Mention the essentials of a valid contract		2	CO1
viii	A contract of sale expressly stipulated that the goods should be dispatched by train to the buyer. The seller dispatched the goods by sea. Whether there is a breach of contract by the seller?		2	CO2
ix	Explain the Doctrine of CAVEAT EMPTOR		2	CO2
x	Quote a case law explaining the concept of Free consent		2	CO1
	<b>SECTION C</b> <b>(ATTEMPT ANY 5)</b>		<b>5X 6=30</b>	
Q3	Certificate of Incorporation is the birth certificate of the LLP.Explain the statement in detail.		6	CO5

Q4	Who is an unpaid seller and what are its rights?	6	CO2
Q5	Write a detailed note on Cyber Appellate Tribunal	6	CO4
Q6	Are there any contracts which are created under a special circumstance? if yes ,Enumerate the ones mentioned in the Indian Contract Act ,1872	6	CO1
Q7	Mention the agreements expressly declared void by the Indian Contract Act ,1872	6	CO1
Q8	Differentiate between Partnership and LLP	6	CO5
	<b>SECTION D</b>	<b>15X2=30</b>	
Q9	Shyam a director of ABC LTD. wanted to file a case on behalf of the company on Rubber ltd. On account of fraud committed by Rubber ltd. Can Shyam do so ?Explain your answer with the help of a case law	15	CO5
Q10	a) Gopal has supplied the basic necessities to Radhe, who is a minor .Can Gopal recover his money from Radhe ?Explain in detail .  b) Members may come and go but the company remains forever. Analyze the above statement.	15	CO1,5