



Name:

Enrolment No:

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, May 2022

Course: Business Law

Program: BBA (FT)

Course Code: INTB 3005

Semester: VI

Time: 03 hrs.

Max. Marks: 100

Instructions:

SECTION A
10Qx2M=20Marks

S. No.		Marks	CO
Q1.	Answer the following questions:		CO1
i.	All agreements are ----- if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object, and are not hereby expressly declared to be void a) Standard forms of contracts b) Contracts c) Enforceable Contracts d) Quasi contracts		
ii.	Every promise and every set of promises, ----- is an agreement a) In exchange for each another b) Forming the consideration for each other c) Mutually agreed d) Partially agreed		
iii.	Which of the following persons can perform the contract? a) Promisor alone b) Legal representative of promisor c) Agent of the promisor d) All of them		
iv.	Which of the following persons are not competent to contract? a) Minor b) Person disqualified by law c) Person of unsound mind		

	d) All of the above		
v.	Which is correct? a) Proposal + acceptance = promise b) Promise + consideration = agreement c) Agreement + enforceability = contract d) All the above		
vi.	In Indian Contract Act, the term consensus ad idem means a) Parties under a mistake b) Parties under the free consent c) Parties agreeing upon the same thing in same sense d) None of these		
vii.	Section 4, of the Sale of Goods Act 1930, deals with.... a) Sale b) Agreement to sell c) Both (a) and (b) d) None of above		
viii.	An unpaid seller is having rights against a) Goods only b) The buyer only c) Both goods and buyer d) None of the above		
ix.	Caveat Emptor means.... a) Let the buyer beware b) Let the seller beware c) Let the government beware d) None of the above		
x.	The information Technology Act was amended in _____ a) 2006 b) 2005 c) 2000 d) 2001		

SECTION B 4Qx5M= 20 Marks			
	Answer the following questions		
Q2.	Distinguish between Void and Voidable Contracts.	5	CO1
Q3.	Discuss the essential characteristics of a contract of sale of goods	5	CO2
Q4.	What do you mean by limited liability Partnership’?	5	CO3
Q5.	Explain the terms ‘information’ and ‘data’ in light of the Information Technology Act, 2000.	5	CO4
SECTION-C 3Qx10M=30 Marks			
	Answer the following questions		
Q6.	Discuss various steps involved in the incorporation of LLP under the LLP Act, 2008.	10	CO3
Q7.	Explain and Analyse the doctrine of <i>Caveat Emptor</i> .	10	CO2
Q8.	What do you mean by the communication of acceptance? By describing the modes of revocation of it, explain is there any time limit of its revocation?	10	CO1
SECTION-D 2Qx15M= 30 Marks			
	CO2		
Q9.	X is appointed as a doctor in Govt. Hospital in Dehradun. The agreement provides that during the term of employment X will not practice on his own account in Dehradun. After 2 years of service X resigns and begins his private practice in Dehradun. Is the restraint valid? Discuss the relevant provisions.	15	CO4
Q10.	<p>a) A hall in Mehfill Banquet was agreed to be let out on certain day for celebration of birthday but before that event the hall was destroyed by fire. Analyse the legal provisions and discuss the status of discharge of Contract.</p> <p style="text-align: center;">OR</p> <p>b) A agrees to deliver his old CTV RS 30000 to B, an electronic dealer, in exchange for new CTV and agrees to pay the difference in cash. Is it a valid</p>	15	CO4

	contract of sale? What would be your answer if he exchanges old CTV against the new CTV and does not pay any money?		
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