

**2024/TDC (CBCS)/EVEN/SEM/  
COMDSC-201T/181**

**TDC (CBCS) Even Semester Exam., 2024**

**COMMERCE**

**( 2nd Semester )**

**Course No. : COMDSC-201T**

**( Business Law )**

**Full Marks : 70**

**Pass Marks : 28**

**Time : 3 hours**

*The figures in the margin indicate full marks  
for the questions*

**UNIT—I**

**1. Answer any four of the following questions :**

**1×4=4**

**(a) Who has the right to accept the offer?**

**(b) Who is a finder of lost goods?**

**(c) Who is a stranger to contract?**

( 2 )

(d) Can all agreements become valid contracts?

(e) Under what circumstances an agreement with a minor can be enforced by law?

2. Answer any *one* of the following questions : 2

(a) Point out two essential elements of a valid contract.

(b) How can an offer be revoked?

3. Answer any *one* of the following questions : 8

(a) "All contracts are agreements but all agreements are not contracts." Discuss the statement.

(b) "No consideration, no contract." Explain.

#### UNIT—II

4. Answer any *four* of the following questions :

1×4=4

(a) When can a continuing guarantee be revoked?

( 3 )

(b) Can the pawnee sell the goods pawned?

(c) Can an agent delegate his authority?

(d) Is a contract of insurance a contract of indemnity?

(e) Is there a special right given to the bailor under a gratuitous bailment?

5. Answer any *one* of the following questions : 2

(a) Mention any two essentials of bailment.

(b) Point out any two distinction between indemnity and guarantee.

6. Answer any *one* of the following questions : 8

(a) Discuss in brief rights and duties of bailor.

(b) Narrate the various ways or modes in which the relation of agency arises.

( 4 )

UNIT—III

7. Answer any *four* of the following questions :

1×4=4

- (a) Define the term 'contract of sale'.
- (b) What is a representation?
- (c) Who can sell the goods?
- (d) Who must bear the expenses of delivery of goods?
- (e) When can an unpaid seller exercise his right to re-sell?

8. Answer any *one* of the following questions : 2

- (a) Narrate the term 'CAVEAT EMPTOR'.
- (b) State any two distinctions between sale and hire-purchase agreement.

9. Answer any *one* of the following questions : 8

- (a) Briefly explain the conditions and warranties implied by law in a contract for the sale of goods.
- (b) How is a contract of sale made? State briefly the necessary formalities of such a contract with illustrations.

( 5 )

UNIT—IV

10. Answer any *four* of the following questions :

1×4=4

- (a) What are the disqualifications for becoming a partner?
- (b) What do you mean by sleeping partner?
- (c) Write one objective of the Partnership Act.
- (d) Point out one benefit of registration of firms.
- (e) Can the Court dissolve a firm?

11. Answer any *one* of the following questions : 2

- (a) Write a short note on compulsory dissolution.
- (b) Point out any two distinctions between partnership and company.

12. Answer any *one* of the following questions : 8

- (a) Explain in detail the procedure of registration of partnership firms.

( 6 )

- (b) Elucidate the circumstances under which a partnership firm may be dissolved.

UNIT—V

13. Answer any *four* of the following questions :

1×4=4

- (a) Who can cross a cheque?
- (b) Who is a holder of a negotiable instrument?
- (c) Write one feature of a negotiable instrument.
- (d) How can a blank indorsement converted into a full indorsement?
- (e) Can a cheque be payable on demand?

14. Answer any *one* of the following questions : 2

- (a) What are the two modes of transfer of negotiable instrument?
- (b) Point out any two distinctions between a holder and holder in due course.

( 7 )

15. Answer any *one* of the following questions : 8

- (a) Discuss, in detail, the different types of endorsements.
- (b) Under what circumstances does a banker refuse payment of cheque?

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