

P P SAVANI UNIVERSITY

Third Semester of B. Com. Examination

November 2022

SMBC2150 Business Law - 1

25.11.2022, Friday

Time: 09:00 a.m. To 11:30 a.m.

Maximum Marks: 60

Instructions:

1. The question paper comprises of two sections.
2. Section I and II must be attempted in same answer sheet.
3. Make suitable assumptions and draw neat figures wherever required.
4. Use of simple calculator is allowed.

SECTION - I

Q - 1	Answer the following Questions (Any Five)	[05]	CO	BTL
(i)	What is Valid Contract?	4	1	
(ii)	What do you mean by performance of contract?	1	2	
(iii)	What are the various requirements for the formation of partnership?	2	1	
(iv)	What is offer and Invitation to offer?	4	1	
(v)	What are the types of partnership?	2	1	
(vi)	Define Contract.	4	1	
(vii)	What is Partnership deed?	2	1	
Q - 2 (a)	Define Partnership. Explain the essential elements of partnership.	[05]	2	2
Q - 2 (b)	What is Offer? Explain the features of valid offer.	[05]	1	2

OR

Q - 2 (a)	What are the Effects of Non-Registration of Partnership Firm?	[05]	2	3
Q - 2 (b)	Define Partnership. Discuss in detail minor's position in partnership.	[05]	2	2
Q - 3	What do you understand by Contract? What are the essentials of a valid contract?	[10]	4	2

OR

Q - 3	Define consideration. What are the essentials of a valid consideration?	[10]	4	2
Q - 4	Attempt any one.	[05]		
(i)	"All contracts are agreements, but all agreements are not contracts". Discuss.	1	2	
(ii)	Describe the Contract of Indemnity and rights of indemnity holders.	4	2	

SECTION - II

Q - 1	MCQ/Short Question (Any Five)	[05]		
(i)	When a promissory note or bill of exchange are payable, in which no time for payment is specified: a) They are payable within 3 months b) They are payable within 6 months. c) They are payable on demand. d) They are payable within a reasonable time.	3	1	
(ii)	When a seller can stop the goods in transit: a) When the buyer of the goods informs that he will make payment after some time. b) The seller has no right to stop the goods in transit. c) When the buyer informs that he is now not in need of the goods. d) When the buyer of goods becomes insolvent and goods are in transit.	4	1	
(iii)	State the rights of unpaid seller towards goods.	3	1	
(iv)	Explain FOB contracts.	3	2	
(v)	Define 'Holder in due course'.	4	1	

(vi)	Explain: 'Delivery state.'		3	2
(vii)	State the types of negotiable instruments.		4	1
Q - 2 (a)	Explain the doctrine of "buyers beware" with its exceptions.	[05]	3	2
Q - 2 (b)	Define and distinguish between condition and warranty.	[05]	3	4
OR				
Q - 2 (a)	"No seller can give better title of the goods to the buyer than what he himself has." Discuss this statement with exceptions."	[05]	3	2
Q - 2 (b)	Explain the rules of transfer of ownership of unascertained goods.	[05]	3	2
Q - 3 (a)	What do you mean by 'Bill of Exchange'? State the requisites of a Bill of exchange with the help of some illustrations.	[05]	4	3
Q - 3 (b)	What are the circumstances in which a party to a negotiable instrument is discharged from liability?	[05]	4	2
OR				
Q - 3 (a)	Explain the meaning of negotiable instrument. State its features.	[05]	4	2
Q - 3 (b)	Differentiate between Promissory note and Cheque.	[05]	4	4
Q - 4	Attempt any one.	[05]		
(i)	Write a note on 'Presumption as to negotiable instrument'.		4	2
(ii)	Write a note on 'Auction Sale'		3	2

CO : Course Outcome Number

BTL : Blooms Taxonomy Level

Level of Bloom's Revised Taxonomy in Assessment

1: Remember	2: Understand	3: Apply
4: Analyze	5: Evaluate	6: Create
