

15U344

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Name:

Reg. No.....

THIRD SEMESTER B.B.A. DEGREE EXAMINATION, NOVEMBER 2016
(CUCBCSS - UG)

CC15U BB3 B03 - BUSINESS REGULATORY FRAME WORK

(Core Course)

(2015 Admission)

Time: Three Hours

Maximum: 80 Marks

PART A

(Answer *all* the questions, each question carries 1 mark)

Fill in the blanks

1. Consensus ad idem means -----
2. *An agreement in restraint of marriage of a* *is not void.*
3. No consideration is necessary to create a contract of -----
4. Caveat emptor means -----.
5. Against the order of the District Forum aggrieved person can prefer appeal to

Multiple choice questions

6. Agreement the meaning of which is uncertain is
a. Valid b. Void c. Voidable d. illegal
7. General lien can be exercised by -----
a. Agent b. Banker c. Unpaid seller d. Finder of lost goods.
8. Goods under Sale of Goods Act 1930 does not include -----
a. shares b. Actionable claims c. Stocks d. harvested crops.
9. The transfer of ownership of goods by one person to another for some specific purpose is known as
a. bailment b. Pledge c. Hypothecation d. none of these
10. Falsely representing any second hand, rebuilt or old goods as new is
a. Usual trade practice b. unfair trade practice c. accepted practice
d. restrictive trade practice.

(10 x 1 = 10 Marks)

PART B

(Answer *any eight* questions, each question carries 2 marks)

11. What is an executed contract?
12. What is meant by discharge of a contract?
13. What is quantum meruit?
14. What is injunction?
15. What is wagering contract?
16. Who is a delcredre agent?

17. What is a contract of sale?
18. Define contract of indemnity.
19. What is constructive delivery?
20. What is meant by frivolous complaint?

(8 x 2 = 16 Marks)

PART C

(Answer *any six* questions, each question carries 4 marks)

21. What is coercion? How does it differ from undue influence?
22. Explain the different types of damages awarded in case of breach of contract.
23. Explain the different modes of creating agency.
24. Distinguish between a contract of indemnity and a contract of guarantee.
25. Explain the circumstances under which surety is discharged from liability.
26. What are the implied conditions in a contract of sale?
27. Explain the maxim 'Delegatus Non Protest Delegare', state the exceptions, if any.
28. Briefly explain the machinery set up for the redressal of consumer complaints under Consumer Protection Act 1986.

(6 x 4 = 24 Marks)

PART D

(Answer *any two* questions, each question carries 15 marks)

29. "All agreements are not contracts but all contracts are agreements". Discuss the statement explaining the essential elements of a valid contract.
30. What is bailment? What are the rights and duties of a bailee?
31. Who is an unpaid seller? What are his rights?

(2 x 15 = 30 Marks)
