

**COM3CJ201:Business Regulations**

**Section-A-Mark-3**

1. Describe a contract? Explain with reference to the Indian Contract Act, 1872.
2. What do you understand by the term "void ab initio"?
3. Differentiate between Express and Implied contracts with examples.
4. What is a voidable contract?
5. Explain the conditions that must be fulfilled to consider an agreement as a contract?
6. Is an agreement to agree in future considered a valid contract? Justify your answer.
7. Distinguish between void and voidable contracts.
8. Differentiate between void and illegal contracts.
9. When is a contract said to be a "time is of the essence" contract?
10. What is meant by "consensus ad idem" in the context of contracts?
11. Differentiate between void contract and void agreement.
12. Explain the term offer in the context of Business Law?
13. Is an agreement to agree in future a valid contract? Why or why not?
14. Describe a general offer?
15. Describe a standing offer?
16. Describe an offer at large?
17. Explain what is meant by a counter offer.
18. Define tender in the context of contract law.
19. When is an offer considered to be rejected?
20. Explain lapse of an offer?
21. How is a proposal accepted under contract law?
22. Distinguish between an offer, quotation, and invitation to offer?

23. Elaborate the term consideration.
24. Explain privity of contract?
25. What do you understand by the term Nudum Pactum?
26. Explain the law relating to consideration as an element of a valid contract.
27. Distinguish between stranger to a contract and stranger to consideration.
28. What do you understand by the rule “An agreement without consideration is void”?
29. Describe capacity to contract?
30. Who is a minor under Indian law?
31. Explain the legal position of a minor promisor.
32. When is a minor liable for necessities?
33. What do you understand by estoppel in the context of minors?
34. Can a married woman enter into a contract? To what extent has a wife authority to pledge her husband’s credit?
35. Who are persons incompetent to contract?
36. State the law relating to contract of minors?
37. Who are competent to contract?
38. Explain the meaning of free consent and describe the factors that affect it.
39. When is a contract said to be influenced by undue influence?
40. Distinguish between coercion and undue influence with suitable examples.
41. What is meant by a contingent contract? Describe its essential elements.
42. Differentiate between mistake of fact and mistake of law.
43. What do you understand by ‘public policy’ in contract law?
44. Explain misrepresentation.
45. Distinguish between “coercion” and “Duress”
46. Discuss the effect of fraud.

47. State the exceptions to the rule that mere silence is not fraud?
48. Mention the circumstances in which silence amounts to fraud?
49. Describe the ways of causing coercion?
50. Distinguish between exemplary damages and nominal damages.
51. Explain the term liquidated damages?
52. Under what circumstances a party is entitled to special damages?
53. What do you understand by rescission of contract? How does it differ from termination?
54. Explain the concept of novation with the help of an example.
55. Describe anticipatory breach of contract? How is it different from an actual breach?
56. Distinguish between 'liquidated damages' and 'penalty' in contract law.
57. Explain doctrine of frustration? What are its essential conditions?
58. Define the principle of quantum meruit. In what cases does it apply?
59. Explain the difference between nominal damages and exemplary damages with examples.
60. Describe a quasi-contract with suitable examples.
61. Differentiate between actual breach and anticipatory breach .
62. Define contract of indemnity.
63. Who is an indemnity holder?
64. Who is an indemnifier?
65. Bring out the difference between an indemnity holder and an indemnifier.
66. What is the contract of guarantee?
67. Write down any two differences between the contract of indemnity and contract of guarantee.
68. What is a specific guarantee?
69. What is a continuing guarantee?

70. who is a surety?
71. What is the consideration of surety in a contract of guarantee?
72. Enumerate the rights of surety against a creditor?
73. Enumerate the rights of surety against a principal debtor.
74. why is suerty called a favoured debtor?
75. who is a suerty?
76. explain suertys right against creditors?
77. explain suertys right against principal debtor?
78. explain suertys right against co-suerties?
79. explain the principal contribution by co-suertues.
80. Define Bailment.
81. explain lien with example.
82. explain general lien.
83. explain particular or special lien.
84. distinguish between general and particular lien.
85. Define pledge
86. wirte any four rights of pawnee
87. what are the rights of pawnee where the pawner fails to redeem his pledge?
88. what are the rights of pawner?
89. who is an agent?
90. explain any two kinds of agents
91. who is a special agent?
92. write any four rights of principal
93. what are the rights of a agent?
94. what do you mean by Del credere agents

95. explain the agency by estoppel
96. Distinguish between "Agency by estoppel" and "Agency by holding out"
97. write any two ways for the creation of contract of agency
98. write any two duties of an agent
99. How can the contract of agency can be terminated by the act of parties?
100. An agent cannot further delegate his authority'. explain.
101. Define Contract of Sale of Goods.
102. What is absolute sale?
103. What is conditional sale?
104. What is the difference between sale and mortgage?
105. Define "agreement to sell".
106. Define goods.
107. What are future goods?
108. What are unascertained goods ?
109. When does an agreement becomes a sale.
110. What are future goods
111. A promised to carve a block of marble belonging to B into a statue Is this a contract of sale ?
112. Distinguish between specific and unascertained goods.
113. State the meaning of implied conditions and warranties in a contract of sale
114. What is condition?
115. What is voluntary waiver of condition?
116. What is express conditions and warranty?
117. What is compulsory waiver of condition?
118. What is meant by condition as to merchantability?
119. What is meant by "Sale by Sample"?

120. Explain 'caveat emptor'.
121. What is Nemo dat quod non habet?
122. Explain the scope of merchantable quality?
123. Can a sale be made by non owner. Explain.
124. Write the exceptions to the rule risk prima facie passes with ownership".
125. What is general lien?
126. Explain the term 'particular lien'.
127. Who is an unpaid seller?
128. What is a delivery?
129. What is constructive delivery?
130. What is performance of contract of sale?
131. What conditions must be satisfied to exercise the right of stoppage?
132. What are various kinds of delivery?
133. Distinguish between ownership and possession.
134. When are goods deemed to be in transit ?
135. What is meant by deliverable state?
136. "The right of stoppage in transit is an extension of the unpaid seller's lien'. Explain.
137. Distinguish between 'symbolic delivery' and 'constructive delivery' of goods.
138. Examine the scope of an unpaid seller's lien.
139. what is Cyber Law?
140. State any two objectives of the Information Technology Act, 2000.
141. What do you meant by a digital signature?
142. What do you meant by cyber security?
143. What is Public key?
144. What is subscriber?

145. What is Data?
146. Define e-commerce.
147. 26. What is a digital signature?
148. 28.State any four advantages of e-commerce.
149. 29.State any four disadvantages of e-commerce.
150. 30. What is e-marketing?
151. 31.What is e- business?
152. 36. Interpret the role of encryption in e-contracts.
153. 38.What do you meant by e-contract?
154. Define cyberspace.
155. What is cybercrime?
156. List two cyber crimes recognized under the IT Act.
157. What is Cyber Space?
158. Mention two characteristics of cyberspace.
159. Define cyber offence.
160. What is the penalty for sending offensive messages through communication service (Sec. 66A)?
161. Which section of the IT Act deals with adjudication of offences?
162. Who appoits the adjudicating officer under the IT Act, 2000?
163. What is IPR
164. Name two powers of the adjudicating officer.

**Section-B-Mark-6**

1. An agreement requires meeting of minds.” – Apply this principle to a contractual scenario.
2. Give two examples of void agreements and explain how they fail to meet the essentials of a valid contract.
3. Apply the concept of executed and executory contracts to real-life examples.

4. Distinguish between contract and agreement using case-based examples.
5. Explain, with practical examples, the difference between void and illegal contracts.
6. "All contracts are agreements but all agreements are not contracts." Apply this statement to everyday business situations.
7. A says to B, "How much would you sell your car for?" B replies, "Rs. 1 lakh." Is there a contract? Why or why not?
8. A has two cows — one white and one black. He agrees to sell "a cow" to B. B assumes it's the white one and accepts. A delivers the black one. Is this consensus ad idem? Who is correct?
9. "Void and voidable contracts appear similar but are legally different." Compare and contrast these with examples.
10. A promises to run at a speed of 50 km/h if B pays him Rs.1000. Is this a valid contract? Analyse with reasons.
11. What is an illegal agreement? Analyse the consequences of entering into one.
12. Distinguish between: a) Express and implied offers b) General and special offers
13. Explain and illustrate the concept of an invitation to offer .
14. Apply the concept of effective communication of acceptance—are there any exceptions to the rule ?
15. "Acceptance is to offer what a lighted match is to a train of gun powder." – Apply and explain this in a legal context.
16. A offers to sell his car to B for ₹20,000. B responds: "I accept. Here is ₹20,000 in cash and a 60-day promissory note for the balance." Did a contract result? Analyse.
17. X offers to buy Y's cycle for ₹1000 and asks Y to send a telegram if he accepts. Y writes a letter of acceptance instead. Is X bound by the acceptance? Analyse the rule of prescribed mode of acceptance.
18. A telegraphed to B: "Will you sell us Bumper Hall Pen? Telegraph lowest cash price." B replied: "Lowest price for Bumper Hall Pen is ₹900." Was there a valid offer?

17. Describe the exceptions to the general rule that a stranger to a contract cannot sue?
20. Elaborate the laws relating to past consideration both in Indian Law and English law.
21. No consideration, no Contract. Interpret.
22. A agrees to pay B Rs. 1000 if B will marry A's daughter C. C had left home and was missing at the time of agreement. Is the agreement valid?
23. A and B agree that A shall pay Rs. 1000 for which B shall deliver either rice or smuggled opium. Is the agreement enforceable?
24. A promises B, in consideration of Rs. 5000, never to marry. Is this agreement valid?
25. A rents his house to B for a monthly rent of Re. 1. Is the contract valid?
26. A enters into a contract with B to sell his house to B, and C promises to pay A Rs. 1000. Can B or C sue A to enforce the contract? Analyse.
27. Analyse the exceptions to the rule that agreement without consideration is void.
28. A merchant supplies goods for the marriage function of a Hindu minor's sister, who is the sole male member of the family. Can the merchant recover the money ?
29. A advances Rs. 1000 to a minor on the guarantee of B. On demand for repayment, the borrower pleads minority. Can A recover the amount from B?
30. Classify various kinds of mistakes. What is the effect of mistakes on contract ?
31. Distinguish between misrepresentation and fraud.
32. How does discharge of contract by lapse of time differ from discharge by operation of law?
33. A breaks a promise to buy a car from B, who later sells it for a higher price. Should B still claim damages? Analyse.
34. Examine the various types of damages.
35. Distinguish between penalty and damages.
36. State the basic principles in fixing damages for breach of contract.

37. Who is an indemnity holder? Discuss the rights of an indemnity holder.
38. Who is an indemnifier? Discuss the rights of an indemnifier.
39. What is a contract of guarantee? Explain the nature and features of a contract of guarantee.
40. Bring out the distinction between contract of indemnity and contract of guarantee.
41. Write a note on the rights of surety.
42. explain the rights of suerty
43. explain the nature and extend of suertys liability.
44. when is a suerty discharged of his liability/
45. explain the rights of a bailee under contract act
46. explain the duties of a bailee under contract act
47. explain the rights of a bailor under contract act.
48. explain the duties of a bailor under contract act.
49. explain the rights and obligations of finder of lost goods.
50. what are the circumstances under which contract of bailment will be terminated?
51. what is a pledge?what are the rights of pawnee?
52. what are the circumstances under which a non owner can pledge the goods?
53. what are the rights and duties of pawnee?
54. what are the duties of an agent?
55. when is an agent personally liable to third parties?
56. what are the different kinds of agents?
57. what are the kinds of mercantile agents?
58. what are the rights and duties of principal
59. How the contract of agency can be created?

60. write notes on; (a) Agency by estoppel (b) agency by holding out (c) agency by ratification
61. what are the ways for the termination of agency?
62. explain how the agent's authority can be delegated?
63. State the difference between 'Sale' and 'Agreement to sell'
64. What is contract of sale? State its essential characteristics.
65. Explain the remedies for breach of contract of sale.
66. Explain the difference between a 'condition' and a 'warranty'. Under what circumstances can a breach of condition be treated as a breach of warranty.
67. Explain any six implied conditions contained in the Sale of Goods Act.
68. What are the rules regarding transfer of ownership in a contract of sale?
69. Distinguish between Sale of Goods and Hire Purchase
70. Explain the circumstances under which sale of goods by non-owner is valid.
71. State the rules relating to the passing of ownership from seller to buyer in a Contract of Sale of Goods.
72. Distinguish between right of lien and right of stoppage in transit. When can a seller re-sell the goods?
73. What are the rights of unpaid seller of goods against buyer personally?
74. List and explain any five important terms related to Cyber Law.
75. State the key objectives of the Information Technology Act, 2000.
76. What are the characteristics of Cyber Law?
77. Explain the advantages of Cyber Law.
78. Explain different types of cyber law.
79. Explain the benefits of e-commerce.
80. Describe in detail the concept of digital signature.
81. Explain e-commerce business models
82. Discuss the importance of e-commerce in today's globalized economy

83. Explain the creation and working of digital signature.
84. Explain any five common types of cybercrime.
85. Explain the ways of protection from different Cyber Crimes.
86. Explain different characteristics of cyber space.
87. Explain five penalties charged under the IT Act.
88. Briefly describe five important punishments under the IT Act, 2000.
89. Write a short note on the powers of adjudicating officer under the IT Act, 2000.
90. Explain Intellectual Property Rights in detail.
91. Explain the role of Cyber Appellate Tribunal .

**Section-C-Mark-10**

1. Define contract and analyse the essential features that make an agreement enforceable in law.
2. "An agreement enforceable by law is a contract." Explain and analyse the key elements necessary for enforceability.
3. "All contracts are agreements, but all agreements are not contracts." Critically examine this statement. Explain with the essential elements of a valid contract.
4. Elaborate the essentials of an offer.
5. Interpret the essentials of a valid acceptance.
6. Explain the law relating to communication of (a) offer (b) acceptance (c) revocation
7. "A contract without consideration is void". Analyse.
8. Discuss the term capacity to contract? Explain briefly the circumstances in which incapacity of persons to enter into contract arises.
9. Analyse the legal validity of contracts entered by the following: (a) Alien Enemy (b) Ambassador (c) Convict (d) Minor (e) Married Woman
10. Analyse the remedies available for breach of contract. How are damages classified under Indian law?
11. Examine the legal implications of frustration of contract with relevant

12. Compare quasi contracts with standard contracts in terms of formation, obligations, and enforceability.
13. Analyse the characteristics and rules regarding the performance of the contingent contract?
14. Interpret discharge of a contract. Examine the various ways in which a contract may be discharged.
15. A quasi contract is not a contract at all. It is an obligation which the law creates. Critically evaluate this statement and state the quasi-contracts recognised under the Indian Contract Act.
16. What is a contract of indemnity? Discuss the rights of indemnity holder and indemnifier.
17. What is the contract of guarantee? Explain how it differs from a contract of indemnity.
18. explain the rights and liabilities of surety.
19. explain the rights and duties of bailor and bailee.
20. explain pledge? what are the rights and duties of pawnor and pawnee?
21. who is an agent? what are the rights and duties of an agent ?
22. mention the rights and duties of principal? when is a principal liable to the third parties?
23. what are the different modes in which the authority of an agent be terminated? when is an agency irrevocable?
24. Explain briefly the implied conditions and warranties in a contract of sale of goods
25. Explain briefly the rights and duties of the buyer and seller.
26. "A seller can not convey a better title to the buyer than he himself has". Discuss the rule of law and point out exceptions.
27. Define unpaid seller. What are the rights available to an unpaid seller
28. Discuss the rules relating to delivery of goods.
29. Define Cyber Law explain its main characteristics and importance.

30. Analyze the important objectives of IT Act 2008 and also state areas covered by Cyber Laws.
31. What do you mean by electronic contracts? Explain its types.
32. What do you mean by e-commerce? Explain its advantages and disadvantages.
33. What do you mean by Digital Signature? Explain its creation and working.
34. What do you mean by e-commerce? Explain different models of e-commerce.
35. What do you mean by cyber crime? Discuss in detail the various types of cybercrimes.
36. What is cyber space? Explain different characteristics of cyber space.
37. Discuss the various penalties and offences under cyberlaw.
38. Explain in detail the different offences and punishments under Section 65 to 74 of the IT Act, 2008.
39. Explain the powers and role of the adjudicating officer in cyber law cases.
40. Analyze the role of Cyber Appellate Tribunal in appeals against orders of adjudicating officers.