

**18U363**

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Name: .....

Reg. No.....

**THIRD SEMESTER B.B.A. DEGREE EXAMINATION, NOVEMBER 2019**

(Regular/Supplementary/Improvement)

(CUCBCSS-UG)

**CC17U BB3 B03 - BUSINESS REGULATORY FRAMEWORK**

(Core Course)

(2015 Admission onwards)

Time: Three Hours

Maximum: 80 Marks

**Part A**

Answer *all* questions. Each question carries 1 mark.

Choose the correct answer from the following

1. Agreement caused by a bilateral mistake of fact is .....  
(a) Void                      (b) Voidable                      (c) Illegal                      (d) Valid
2. The term “Quid pro quo” means:  
(a) Something in return                      (b) Something important  
(c) Something of value                      (d) Something relevant
3. If a person accepts a lesser sum of money than what was contracted for, in the discharge of the whole debt, it is known as  
(a) Waiver                      (b) Remission                      (c) Alteration                      (d) Rescission
4. The provisions of Consumer Protection Act is applicable to  
(a) Goods                      (b) Service                      (c) Goods or service                      (d) Goods and services
5. Where the agent contracts for a principal, who is not competent to contract, in such a case the agent is  
(a) Personally liable                      (b) Exceeding authority  
(c) Not personally liable                      (d) None of these

Fill in the Blanks:

6. The delivery of goods by one person to another as a security for the repayment of a debt is known as a .....
7. In a contract of guarantee, a person who promises to discharge another’s liability is known as .....
8. In contract through sea route, where the seller has to put the goods on board a ship at his own expenses, the contract is known as .....
9. In case the buyer rejects the whole quantity of goods due to short delivery or excess delivery, the contract is treated as .....

10. Where the obligation in a contract is outstanding on the part of both parties, it is called .....

**(10 x 1 = 10 Marks)**

**Part B**

Answer any *eight* questions. Each question carries 2 marks.

11. Distinguish between a void agreement and a void contract.
12. What is quasi contract?
13. Who can accept an offer?
14. When is a contract said to be time essence contract?
15. What is a counter offer?
16. What is meant by 'Nudum pactum'?
17. Examine the legal position of minor promisor.
18. Define unfair trade practices.
19. What is constructive delivery?
20. Who is an unpaid seller?

**(8 x 2 = 16 Marks)**

**Part C**

Answer any *six* questions. Each question carries 4 marks.

21. Explain the rights of unpaid sellers 1) against the goods and 2) against the buyer.
22. What are the various kinds of delivery of goods?
23. What are the essentials of a contract of agency?
24. Differentiate between sub agent and substituted agent.
25. What are the circumstances under which a non-owner can pledge the goods?
26. Explain the rights of a bailee under Contract Act.
27. When is a surety discharged of his liability?
28. What are the essential features of a wagering contract?

**(6 x 4 = 24 Marks)**

**Part D**

Answer any *two* questions. Each question carries 15 marks.

29. What is an offer? Explain its essentials.
30. What are the duties and rights of the Pawner and Pawnee?
31. What are the different modes in which the authority of an agent be terminated? When is an agency irrevocable?

**(2 x 15 = 30 Marks)**

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