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(2nd Semester)

COMMERCE

Paper No. : BC-203

(**Commercial Law**)

(PART : A—OBJECTIVE)

(Marks : 25)

The figures in the margin indicate full marks for the questions

1. Choose the correct answer by putting a Tick (✓) mark
in the brackets provided : 1×5=5

(a) Proposal is defined under Section

(i) 2 (b) ()

(ii) 2 (a) ()

(iii) 2 (h) ()

(iv) 2 (j) ()

(b) An offer made by words spoken or written is

- (i) verbal agreement ()
- (ii) written agreement ()
- (iii) express agreement ()
- (iv) implied agreement ()

(c) A contract formed by means of coercion is

- (i) void ()
- (ii) voidable ()
- (iii) executed ()
- (iv) executory ()

(d) A bill of exchange contains

- (i) an order to pay ()
- (ii) a promise to pay ()
- (iii) both order and promise to pay ()
- (iv) None of the above ()

(e) Authorized persons for the purpose of FEMA are appointed by the

- (i) Central Government ()
- (ii) State Government ()
- (iii) RBI ()
- (iv) All of the above ()

2. Fill in the blanks :

1×5=5

(a) A contract that is valid when formed but subsequently becomes void is called a

..... contract.

(b) Dishonour of a bill of exchange may be

done by and

.....

(c) In a contract of sale, property means

.....

(d) When a partner agrees to share his profits in a partnership firm with an outsider, such an

outsider is called a

(e) Consumer is defined under Section

..... of the Consumer Protection Act, 1986.

3. State whether the following statements are *True (T)* or *False (F)* by putting a Tick (✓) mark : 1×5=5

(a) Consideration means 'something in return'.

(T / F)

(b) Bailment is concerned with immovable goods.

(T / F)

(c) The phrase 'quantum meruit' means 'as much as is earned'.

(T / F)

(d) A holder in due course gets a better title than that of the transferor of a negotiable instrument.

(T / F)

(e) Two parallel transverse lines are not compulsory in case of general crossing of a cheque.

(T / F)

(5)

4. Write short notes on any *five* of the following : $2 \times 5 = 10$

(a) Acceptance

(b) Consideration

(c) Caveat emptor

(d) Sleeping partner

(7)

(e) Promissory note

(f) Rights of consumers

(g) Foreign exchange

(h) Agreement to sell

(9)

(i) Rescission of a contract
