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Reg. No. : .....

Code No. : 22091 E Sub. Code : CMCO 53

B.Com. (CBCS) DEGREE EXAMINATION,  
NOVEMBER 2024.

Fifth Semester

Commerce — Core

BUSINESS LAW

(For those who joined in July 2021 & 2022 only)

Time : Three hours

Maximum : 75 marks

PART A — (10 × 1 = 10 marks)

Answer ALL questions.

Choose the correct answer:

1. A contract based on the equitable principle that a person shall not be allowed to enrich himself at the expense of another \_\_\_\_\_.
- (a) Executed contract (b) Bilateral contract  
(c) Quasi contract (d) Simple contract

2. A contract which cannot be enforceable in a court of law
- (a) Voidable contract (b) Void contract  
(c) Valid contract (d) None of the above
3. An offer may be made to a \_\_\_\_\_.
- (a) Specific person  
(b) Any one including a public person  
(c) Specific person as well as a public person  
(d) Extra ordinary person
4. An acceptance with a variation is nothing but a \_\_\_\_\_.
- (a) Counter offer (b) Specific offer  
(c) Public offer (d) Normal offer
5. Persons disqualified by law do not include \_\_\_\_\_.
- (a) Convicts (b) Insolvents  
(c) Agents (d) Alien
6. For necessities of life \_\_\_\_\_.
- (a) A minor is liable  
(b) A minor's estate is liable  
(c) The guardian is liable  
(d) A major is liable

7. The term 'waiver' means \_\_\_\_\_.
- Cancellation of a debt
  - Giving up right by the claimant
  - Insisting the debtor to repay forthwith
  - Modification in terms
8. The limitation period to file a suit to enforce payment of money secured by a mortgage is \_\_\_\_\_.
- 6 years
  - 12 years
  - 18 years
  - 21 years
9. A contract for the sale of 'future goods' is \_\_\_\_\_.
- Sale
  - Agreement to sell
  - Void
  - Voidable
10. In a hire-purchase agreement, the hirer \_\_\_\_\_.
- Has an option to buy the goods
  - Must buy the goods
  - Must return the goods
  - Is not given the possession of the goods

PART B — (5 × 5 = 25 marks)

Answer ALL questions by choosing (a) or (b).

Each answer should not exceed 250 words.

11. (a) Distinguish between express and implied contracts.

Or

- (b) State whether all void agreements are illegal.

12. (a) What do you understand by unlawful consideration, and what would be its impact on an agreement?

Or

- (b) When is consideration deemed to be unlawful?

13. (a) Distinguish between misrepresentation and fraud.

Or

- (b) Distinguish between coercion and undue influence.

14. (a) What are the consequences of a breach of contract?

Or

(b) Differentiate between an actual breach and an anticipatory breach of contract.

15. (a) What are the buyer's remedies when the seller fails to deliver the goods?

Or

(b) What is the effect of destruction of specific goods on a contract of sale?

PART C — (5 × 8 = 40 marks)

Answer ALL questions by choosing (a) or (b).

Each answer should not exceed 600 words.

16. (a) 'An agreement enforceable by law is a contract'. Explain the statement by bringing out the key elements of a valid contract.

Or

(b) Explain the classification of contracts.

17. (a) 'No consideration-no contract'. – Critically examine.

Or

(b) 'A stranger to a contract cannot sue to enforce the contract'. Discuss.

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18. (a) Explain the consequences of misrepresentation.

Or

(b) Explain free consent, and state its essentials and impact on the contract.

19. (a) State the various remedies available to the aggrieved party in case of breach of contract.

Or

(b) Enumerate the rules regarding the amount of damages.

20. (a) 'No one can give what he himself has not'. Discuss the exceptions.

Or

(b) Who is an 'unpaid seller'? When can such a seller exercise his 'right of lien' against the goods? Explain the rules for exercising the right of lien by an unpaid seller.

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