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BBABMC 209/BBMBMC 209

Credit Based III Semester B.B.A./B.B.M. Degree Examination, Nov./Dec. 2018
(2012 Scheme)
COMMERCIAL LAW

Time : 3 Hours

Max. Marks : 120

- Instructions :**
- 1) Support your answer with **relevant case laws**.
 - 2) Section – **A** : Answer in **one** or **two** sentences **each**.
 - 3) Section – **B** : Answer in **not more than two** pages **each**.
 - 4) Section – **C** : Answer in **not more than six** pages **each**.

SECTION – A

(2 marks each)

1. Answer **any ten** questions.

(2×10=20)

- a) What is executed contract ?
- b) Give the meaning of 'Void-ab-initio'.
- c) Give the meaning of 'Quid pro quo'.
- d) What is Novation ?
- e) What do you mean by wagering agreement ?
- f) Give two examples for Negotiable Instruments.
- g) Define Intellectual property.
- h) What is digital signature ?
- i) What is right to information ?
- j) What do you mean by 'Damages' ?
- k) What is statute law ?
- l) Give the meaning of general offer.

P.T.O.



SECTION – B
(Eight marks each)

Answer **any five** questions.

(8×5=40)

2. Explain the case Mohiribibi v/s. Dharmodas Ghosh.
3. What are the sources of Indian mercantile law ?
4. Define and differentiate between coercion and undue influence.
5. What are the different kinds of quasi contract ?
6. Distinguish between promissory note and bill of exchange.
7. Make a comparative analysis patent and copyright.
8. What are the objectives of IT Act, 2000 ?

SECTION – C
(20 marks each)

(20×3=60)

9. "All contract includes an agreement however, all agreement need not include contract". Explain with essentials of contract.

OR

"Contract without consideration is void". Explain with exceptions and essentials.

10. Describe the agreements opposed to public policy.

OR

Define proposal. Explain the essential elements of valid proposal.

11. What is breach of contract ? Explain the remedies for breach of contract.

OR

Describe the performance of contract and explain the discharge of a contract.
