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BBMBMC 209

Credit Based III Semester B.B.M. Degree Examination, Oct./Nov. 2014
(2012 Scheme) (New Syllabus)
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)

(2×10=20)

1. Answer any ten questions :

- a) What is an executed contract ?
- b) Give the meaning of Latin term 'quid-pro-quo'.
- c) What is meant by unlawful agreement ?
- d) What is a contract said to be induced by undue influence ?
- e) Mention any two exceptions to the rule 'No Consideration No Contract'.
- f) What is wagering agreement ?
- g) Who is an alien enemy ?
- h) Define a negotiable instrument.
- i) Give the meaning of digital signature.
- j) What do you mean by cyber crime ?
- k) Mention any two grounds for refusing to give information under RTI Act.
- l) What is meant by quasi-contract ?

P.T.O.



SECTION – B (Eight marks each)

(8×5=40)

Answer any five questions :

2. Explain the different sources of Indian Mercantile Law.
3. Explain the case Carlill v/s Carbolic Smoke Ball Company.
4. "Acceptance must be communicated". Explain this statement with a case law.
5. Write a note on crossing of a Cheque.
6. Define and distinguish between a Cheque and a Bill of Exchange.
7. Write a note on patent and copy right.
8. Define and distinguish coercion and undue influence.

SECTION – C (20 marks each)

(3×20=60)

9. Define the term "offer". Bring out the essentials of a valid offer.

OR

What do you mean by contractual capacity ? Explain the effects of a minor's agreement.

10. What do you mean by lawful object ? Explain the instances when the object of an agreement is considered as unlawful.

OR

Define consideration. Discuss the rules governing valid consideration.

11. Explain the various modes of discharging a contract.

OR

Describe the remedies available for breach of contract.
