

Reg. No.

--	--	--	--	--	--	--	--	--	--

BBABMC 209/BBMBMC 209

**Credit Based Third Semester B.B.A./B.B.M. Degree
Examination, October/November 2017
(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)

(2×10=20)

1. Answer **any ten** questions :

- a) What is unilateral contract ?
- b) Give the meaning of 'Lex Mercatoria'.
- c) What do you mean by privity of contract ?
- d) What is waiver ?
- e) What do you mean by 'Contingent Contract' ?
- f) What do you mean by crossing of a cheque ?
- g) What is Trade Mark ?
- h) Give the meaning of digital signature.
 - i) What is the main aim of RTI Act, 2005 ?
 - j) Give the meaning of intellectual property.
- k) What is quantum meruit ?
- l) What is breach of contract ?

P.T.O.



SECTION – B (8 marks each)

(8×5=40)

Answer **any five** questions :

2. Explain the case Ranganayakamma v/s. Alwar Chetty.
3. Distinguish between void argument and voidable contract.
4. Define negotiable instrument. What are its characteristics ?
5. What are the objectives of IT law ?
6. Explain the procedures for seeking information under RTI Act.
7. Who is a stranger to a contract ? Explain the rule “stranger to a contract cannot sue”.
8. Write a note on quasi contract.

SECTION – C (20 marks each)

(20×3=60)

9. Define contract. Distinguish between agreement and contract and also explain the essentials of a valid contract.

OR

What do you mean by discharge of contract ? Explain the various modes of discharge of contract.

10. Who is a minor ? Describe the legal effects of a minor’s agreement.

OR

“Acceptance is to an offer what a lighted match is to a train of gunpowder”. Substantiate this statement bringing out the essentials of a valid acceptance.

11. Describe the various remedies available for breach of contract.

OR

Define consideration. Explain the essentials of valid consideration and also explain the exceptions to the rule “no consideration, no contract”.
