

PARUL UNIVERSITY
FACULTY OF MANAGEMENT
BBA, winter 2021-22 Examination

Semester: 5
Subject Code: 06101304
Subject Name: Mercantile Law

Date: 27/09/2021
Time: 2:00pm to 4:30pm
Total Marks: 60

Instructions

1. All questions are compulsory.
2. Figures to the right indicate full marks.
3. Make suitable assumptions wherever necessary.
4. Start new question on new page.

Q.1 Do as Directed.

Multiple choice type questions/Fill in the blanks. (Each of 1 mark) (05)

1. A minor's liability for 'necessaries' supplied to him;
 - a) Arises after he attains majority age
 - b) Does not arise at all
 - c) Is against only minor's property
 - d) Arises if minor gives a promise for it.
2. Generally, which of the following damages are not recoverable?
 - a) Ordinary damages
 - b) Special damages
 - c) Remote damages
 - d) Nominal damages
3. An offer may lapse by
 - a) Revocation
 - b) Rejection of Offer by Offeree
 - c) Counter Offer
 - d) All of these.
4. The Sale of Goods Act, 1930 deals with
 - a) sale
 - b) pledge
 - c) mortgage
 - d) all of the above.
5. Which one of the following is not an implied warranty?
 - a) Warranty as to undisturbed possession
 - b) Disclosure of dangerous nature of
 - c) Warranty as to existence of encumbrance
 - d) Warranty as to quality or fitness by usage

B). Define the following. (Each of 1 mark) (05)

1. Consideration
2. Undue influence
3. Cheque
4. Warranty
5. Bailor

C). Direct questions. (Each of 1 mark) (05)

1. Give two difference between coercion and undue influence
2. Give any example of unlawful agreement.
3. What is Wagering Agreement
4. What is free consent
5. What is crossing of cheques

Q.2 Answer the following questions.

A). "All agreements are not contracts but all contracts are agreements." Discuss the statement explaining the essential elements of a valid contract. (07)

B). What do you understand by capacity to contract? What is the effects of agreement with minor? (08)

Q.3 Answer the following questions.

A). What are the various ways in which contract may be discharged? **(07)**

B). Difference between Sale and Agreement to sale? **(08)**

Q.4 Attempt any two questions. (Each of 7.5 mark) (15)

1. "Partial endorsement dose not operate as negotiation of an instrument." Comment

2. Provide the reasons for the problems

- P instructed A his agent to sell a picture at a named price. P died. Afterwards, before the fact of his death became known to A, A sold and delivered the picture. Was this binding on P's executors?
- A agrees to pay B a sum of money if B marries C. C marries D. Advise B

3. "No consideration no contract." Are there any exception to these rules

4. "The right to stoppage in transit is an extension of an unpaid seller's right to lien. "Explain