

PARUL UNIVERSITY
FACULTY OF MANAGEMENT
BBA Winter 2022 - 23 Examination

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

Date: 30/09/2022
Time: 10.30am to 1.00pm
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.

Q1. Do as Directed

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

1. A Consent is said to be not free if it is given under
 A) Coercion
 B) Undue Influence
 C) Fraud
 D) All of the above

2. A wagering agreement
 A) Can be enforced
 B) must be enforced
 C) Considered only
 D) cannot be enforced

3. A bill of exchange drawn upon a specified banker and payable on demand is called a
 A) Bill of Exchange
 B) Cheque
 C) Promissory note
 D) Hundi

4. Contract of sale is
 A) Executory contract
 B) Executed contract
 C) Both
 D) None

5. "Doctrine of Caveat Emptor" means
 A) Let the Seller Beware
 B) Let the Government Beware
 C) Let the Buyer Beware
 D) none of above

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

1. Free Consent
2. Consideration
3. Void Agreement
4. Agreement to sale
5. Promissory note

(C) Direct questions – Explain (Each of 1 mark) (05)

1. Explain "Consensus-ad-idem"
2. Define Offer
3. Explain in short Bill of Exchange.
4. What is Implied Warranties?
5. Explain "Quasi Contract"

Q2. Answer the following questions.

- A. Explain essential elements of valid contract. (7)
- B. State distinction between Sale and Agreement to Sell. (8)

Q3. Answer the following questions.

- A. Write detailed note on Promissory note. (7)
- B. Explain rights of an unpaid seller. (8)

Q4. Attempt any two questions. (Each of 7.5 mark) (15)

1. Explain different method of Discharge of contract.
2. Explain - Capacity to contract.
3. Explain Holder and Holder in Due Course.
4. Explain Remedies for breach of contract.