

PARUL UNIVERSITY
FACULTY OF MANAGEMENT
BBA, Winter 2017 - 18 Examination

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

Date: 22/12/2017
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.**A). Multiple choice type questions/Fill in the blanks. (05)**

1. The person to whom proposal is made is called
 - a) Promisor
 - b) Promisee
 - c) Both of above
 - d) None of above
2. All the agreements are contracts if they are made by free consent of the parties competent to contract for a _____ consideration and object
 - a) Any
 - b) Lawful
 - c) Unlawful
 - d) None of above
3. The bailment of goods as security for payment of debt or performance of a promise is called
 - a) Pledge
 - b) Special bailment
 - c) Both (a) and (b)
 - d) None of above
4. Which of the following documents is a document of title to goods
 - a) bill of exchange
 - b) promissory note
 - c) dock warrant
 - d) all the above
5. Which of the following is not a foreign bill:
 - a) A bill drawn in India, on a person resident outside India and made payable outside India.
 - b) A bill drawn outside India, on a person resident outside India
 - c) A bill drawn outside India, made payable in India
 - d) A bill drawn on a person resident in India made payable in India

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

1. Agency
2. Tender
3. Lien
4. Acceptance
5. Negotiable

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

1. What is executory contract?
2. What is free Consent
3. Give types of Negotiable instrument
4. Give a difference between Mistake and Misrepresentation
5. What you meant by Conditions

Q.2 Answer the following questions.

- A). Define contract. Discuss its elements. (07)
- B). Explain the duties and rights of Bailer and Bailee (08)

Q.3 Answer the following questions.

- A). Define Promissory Note and Explain its Features (07)
- B). Explain “No consideration no contract” (08)

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

1. Akshay draws a bill on Bhargav. Bhargav accepts the bill without any consideration. The bill is transferred to Chintan without consideration. Chintan transferred it to Dharmaj for value. Decide-. (i) Whether Dharmaj can sue the prior parties of the bill, and (ii) Whether the prior parties other than Dharmaj have any right of action intense? Give your answer in reference to the Provisions of section 43.
2. Miss. Chitra, a singer, enters into a contract with the manager of Bangalore gate club, to sing in the club for two concerts every week during the next two months and the club agrees to pay her at the rate of Rs. 2000 for each concert. On the seventh concert Miss. Chitra wilfully absents herself. With the assent of the manager of the club, Miss. Chitra sings for the eighth concert. But on the following day, the club, puts an end to the contract. Can Miss. Chitra claim damages for breach of contract? Give your Advice
3. Explain rights of unpaid seller
4. Caveat Emptor means “let buyer be aware” but it may not possible in some cases. Do you agree?