

**PARUL UNIVERSITY**  
**FACULTY OF MANAGEMENT**  
**BBA Summer 2018- 19 Examination**

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

**Date: 08/05/2019**  
**Time: 2:00 pm to 4:30 pm**  
**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. An agreement enforceable by law is known as
 

a) contract	b) promise
c) Agreement	d) offer
2. Consent is not said to be free, when it caused by -
 

a) Coercion	b) undue influence
c) Fraud	d) All of these
3. Generally, which of the following damages are not recoverable
 

a) Ordinary damages	b) Special damages
c) Remote damages	d) Nominal damage
4. \_\_\_\_\_ is a stipulation essential to the main purpose of contract
 

a) Terms	b) Warrantee
c) Transfer of goods	d) Condition
5. Here party or maker of Negotiable instrument himself promise to pay money on certain date
 

a) Promissory Note	b) Bill of Exchange
c) Cheques	d) Demand Draft

**B). Define the following. (05)**

1. Contract
2. Negotiable Instrument
3. Coercion
4. Quasi Contract
5. Consideration

**C). Direct questions. (05)**

1. What do you mean by void agreement?
2. Who is minor?
3. Who is pawnor?
4. Define Bill of Exchange
5. Define Fraud

**Q.2 Answer the following questions.**

**A). "All contracts are Agreement, but all agreements are not contracts" explain. OR "When does an agreement becomes a contract" (07)**

**B). Define consent? Explain when consent said to be free consent? (08)**

**Q.3 Answer the following questions.**

**A). Explain the duties and rights of Bailer and Bailee (07)**

**B). Define consideration? Give the essentials of the valid consideration? (08)**

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

1. Differentiate Promissory note and Bill of Exchange
2. Explain the concept of Caveat Emptor.
3. Explain different types of contract
4. What is the procedure should follow in case of dishonor of Negotiable Instrument?