## TILAK MAHARASHTRAVIDYAPEETH, PUNE BACHELOR OF BUSINESS ADMINISTRATION (B.B.A.) EXAMINATION: JUNE - 2022 SEMESTER - V

Sub.:- Mercantile Law (BBA-15-515)

Date :21/06/2022 Total Mark		60 Time: 10.00 am to 12.30 p	Time: 10.00 am to 12.30 pm		
Instructions:1) The paper consists of two sections I and II.2) All questions are compulsory.					
Q.1 Answer in detail (Any two out of four) (20)					
1.	Explain the difference between Future a		(20)		
2.	Explain the essentials of a Valid contract				
3.	What is dishonor of instruments and exp				
4.	Who is a partner and what are the rights firm?				
Q. 2	Write short notes: (Any 2)		(10)		
1.	Quasi Contract				
2.	Consumer and their Rights under the Co	nsumer Protection Act.			
3.	Types of Endorsement				
4.	Liabilities of Partners				
	<u>SECT</u>	ION-II			
Q. 3.	Choose the most appropriate option		(20)		
1)		umer Protection Act is applicable to			
,	a) immovable goods	b) movable goods			
	c) specific goods and services	d) all goods and services			
2)	Proposal is defined in which section of the	ne Indian Contract Act, 1872.			
,	a) Section 2(a)	b) Section 2(b)			
	c) Section 2 (d)	d) Section 2 (e)			
3)	The dissolution of partnership means				
,	a) It means the dissolution of	b) It means the change in the relations			
	partnership between all the partners of	of the partners			
	a firm				
	c) It means the reconstitution of the	d) None of the Above			
	firm.				
4)	is the standardized mark	on Jewellery.			
	a) ISI	b) Hallmark			
	c) FPO	d) CERC			
5)	Identify which of the statement is true?				
	a) Partner is an agent of the firm	b) Partner is owner of the firm			
	c) Partner is director of the firm	d) Partnership firm needs to be			
		compulsorily registered			

6)	The subject matter of the Contract under the Sale of Goods Act are			
	a) Money	b) Goods		
	c) Immovable Goods	d) All of the Above		
7)	"Consumer has the right to present before the appropriate forum or authori those matters which affect his interest." This right of consumer is termed a "Right to be".			
	a) informed	b) heard		
	c) safety	d) educated		
8)	The Sale of Goods Act was enforced in which year			
	a) 1930	b) 1929		
	c) 1830	d) 1931		
9)	Which of the following are means of Co	nsumer Protection?		
	a) Business Associations	b) Self Regulation by the Business		
	c) Government Regulations	d) All of the above		
10)	) Section 5 of the Negotiable Instrument Act deals with:			
	a) Bills of Exchange	b) Holder in Due Course		
	c) Promissory Note	d) Cheque		
11)	The Negotiable Instruments Act, 1881 ex	xtends to:		
,	a) The whole of India except the State	b) The whole of India.		
	of Jammu and Kashmir.			
	c) Only to Capital cities of the States.	d) The whole of India except the Union Territories		
12)	Condition is a stipulation which is			
	a) Essential to the main purpose of the	b) Collateral to the main purpose of the		
	Contract	Contract		
	c) Not Essential to the main purpose of the Contract	d) Not Collateral Essential to the main purpose of the Contract		
	the contract	purpose of the Contract		
13)	'Holder in due course' of a Negotiable Instrument:			
	a) Can sue on the instrument in his	b) Can sue on the instrument if		
	own name.	permitted by the payee.		
	c) Can sue only if permitted by the competent court of law.	d) Cannot sue on the instrument in his own name.		
1 4)	*			
14)	In a Promissory Note, how many parties			
	a) One	b) Two		
	c) Three	d) Four		
15)	A Partnership firm is			
	a) a distinct legal entity from its	b) not a distinct legal entity from its		
	partner	partner		
	c) a juristic person	d) None of the above		
16)	The Negotiable Instruments Act, 1881 is relating to:	an Act to define and amend the law		
	a) Cheque	b) Promissory Note		
	c) Bills of Exchange	d) All of the Above		

17)	An Agreement to sell will become a Sale on a		
	a) Future Date	b) 30 days	
	c) With Immediate Effect	d) None of the Above	
18)	An act of a Partnership Firm means		
	a) Any act of the partner or agent of the firm which gives rise to an enforceable right	b) Any act by all the partners	
	c) Any omission by all the partners	d) All of the above	
19)	Where no provision is made by contract between the partners for the duration of their partnership, or for the determination of their partnership, the partnership is called as		
	a) Particular Partnership	b) Partnership for a fixed term	
	c) Partnership at Will	d) None of the Above	
20)	When did the Consumer Protection Act 2019 came into force?		

a) 1st April, 2019b) 20th July, 2020c) 1st December, 2019d) 20th July, 2019

## Q.4 Case Study

A consumer ordered a Laptop from an e-commerce website for Rs129/- as offered instead of its original price of Rs.23,499/-. Later the order was cancelled by the e-commerce company citing the pricing issues and the same was communicated to the consumer over a telephonic conversation. The Consumer attempted many a times to seek the exact reason of the cancellation, after no communication could be established a legal notice was served by the consumer to which the e-commerce company also not responded. The consumer moved to District Consumer Redressal Forum. What according to you should have been decided in this case as per the provisions of "The Consumer Protection Act, 2019". Does it relate to any case law. Do you think is there any precedent on this point. If yes, mention the case law.

(10)