

TILAK MAHARASHTRA VIDYAPEETH, PUNE
BACHELOR OF BUSINESS ADMINISTRATION (B.B.A.)
LOGISTICS AND SUPPLY CHAIN MANAGEMENT/
AVIATION MANAGEMENT
EXAMINATION: JUNE - 2024
SEMESTER - II
Sub.: Business Law (BBA23-AVLS 214)

Date : 07/06/2024

Total Marks : 60

Time: 10.00 am to 12.30 pm

- Instructions:** 1) All questions are compulsory.
 2) Figures to the right indicate full marks.

Q. 1. Choose the most appropriate option. (05)

1. A person employed to do any act for another or to represent another in dealings with third person is called as _____
 - a) Principal
 - b) Bailor
 - c) Agent
 - d) Seller
2. When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a _____
 - a) Proposal
 - b) Promise
 - c) Contract
 - d) None of the above
3. A Proposal, when accepted, becomes a _____
 - a) Warranty
 - b) Promise
 - c) Agency
 - d) Wager
4. Committing, or threatening to commit, any act forbidden law or the unlawful detaining, or threatening to detain, any property, to the prejudice of any person whatever, with the intention of causing any person to enter into an agreement is called _____
 - a) Coercion
 - b) Undue Influence
 - c) Fraud
 - d) Misrepresentation
5. An instrument containing an unconditional order by the maker directing a person to pay a certain sum of money to another person
 - a) Promissory Note
 - b) Cheque
 - c) Bill of Exchange
 - d) None of these

Q. 2. State True / False (05)

1. Agreement in Restraint of Trade is Valid
 - a) True
 - b) False
2. Under the Indian Contract Act, Past consideration is good consideration
 - a) True
 - b) False
3. A minor is competent to contract
 - a) True
 - b) False
4. A cheque is a bill of exchange drawn on a specified banker
 - a) True
 - b) False
5. In a contract of sale of goods, future goods mean goods to be manufactured, produced, or acquired by the seller after the making of the contract of sale
 - a) True
 - b) False

Q. 3. Write Short notes on (Any Three) (15)

1. What do you understand by an offer? How is it different from invitation to offer?
2. Distinguish between sub-agent and substituted agent.
3. Who are competent to contract? Explain the legal validity of an agreement entered into by a minor?
4. According to the Sale of Goods Act, the subject matter of sale is 'goods'. Explain the scope of the term goods under the Act.
5. Describe the conditions under which criminal liability may be imposed for dishonour of cheque under the Negotiable Instruments Act.

Q. 4. Answer in detail (Any Two) (20)

1. Consent to contract is not free if caused due to Coercion, undue influence, fraud, misrepresentation or mistake. Explain any 4 of these factors (with examples) and their effect on the agreement (does the agreement become valid, void, orvoidable).
2. Explain the various modes in which a contract may be discharged.
3. Explain the various modes of creation of an agency
4. Explain the implied conditions in a contract of sale under the Sale of Goods Act.

Q. 5. Case study (15)

Riya agrees to sell her bicycle to her friend, Rohan, for a specified price. They discuss the terms verbally, including the price and delivery date.

Question

1. Should all contracts be in writing? Differentiate between express contracts and implied contracts
2. If Rohan fails to fulfill his promise on the agreed date, discuss the various remedies available to Riya for breach under the Indian Contract Act.
3. Riya misrepresented a condition of the bicycle during the verbal agreement. Discuss the concept of misrepresentation under the Indian Contract Act.