

TILAK MAHARASHTRA VIDYAPEETH, PUNE
BACHELOR OF BUSINESS ADMINISTRATION (B.B.A.)

EXAMINATION : MAY- 2024

SEMESTER - V

Sub. : Mercantile Law (BBA15- 515)

Date : 25/05/2024

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. Mistake can be _____
 - a) Bilateral
 - b) Unilateral
 - c) Both Unilateral & Bilateral
 - d) None of the above
2. The person making the proposal is called the _____.
 - a) Promisor
 - b) Promisee
 - c) Proposor
 - d) Proposee
3. Consideration may be _____.
 - a) Past
 - b) Future
 - c) Present
 - d) All of the Above
4. Goods as per the Sale of Goods Act, 1930 can be _____.
 - a) Existing
 - b) Ascertained
 - c) Unascertained
 - d) All of the above
5. Consent is said to be free when it is not caused by _____.
 - a) Coercion
 - b) Undue Influence
 - c) Misrepresentation
 - d) All of the above

Q. 2. State True / False (05)

1. The consent given to a contract must be a free Consent
 - a) True
 - b) False
2. Cheque is defined under Section. 6 of the Negotiable Instruments Act, 1881.
 - a) True
 - b) False
3. Registration of a Partnership firm is compulsory.
 - a) True
 - b) False
4. Mental acceptance is no acceptance at all.
 - a) True
 - b) False
5. Caveat Venditor means the “Seller Beware”
 - a) True
 - b) False

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

1. Consideration
2. Cheque and its types
3. Unlawful and Illegal Agreement
4. Goods as per the Sale of Goods Act, 1930
5. Types of Partners

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

1. Is Registration of a Partnership firm Compulsory? What are the effects of non registration of a Partnership Firm?
2. Discuss in detail the concept of Free Consent as provided under the Indian Contract Act, 1872.
3. Discuss in detail the aims and objectives of the Consumer Protection Act?

Q. 5. Case study (Compulsory) (15)

A minor fraudulently represented to a Money lender that he was of full age and executed a mortgage deed for Rs.10,000. Has the Money lender any right of action against the minor for the money lent or for damages for fraudulent misrepresentation. Support your argument with a suitable case Law.
