



BRAINWARE UNIVERSITY

Term End Examination 2024-2025

Programme – BBA-2022

Course Name – Legal Aspects of Business

Course Code - BBAC502

(Semester V)

Library
Brainware University
108 Ramkrishnapur Road, Barasat

Full Marks : 60

Time : 2:30 Hours

[The figure in the margin indicates full marks. Candidates are required to give their answers in their own words as far as practicable.]

Group-A

(Multiple Choice Type Question)

1 x 15=15

1. Choose the correct alternative from the following :

(i) What is the purpose of law in maintaining societal structure?

- | | |
|--|------------------------------|
| a) To promote economic prosperity | b) To maintain law and order |
| c) To guarantee maximum individual freedom | d) To control social media |

(ii) What is the requisite for an agreement to be considered a Contract?

- | | |
|--------------------------|--------------------------|
| a) Mutual consent only | b) Enforceability by law |
| c) Written documentation | d) A formal handshake |

(iii) What does an agreement consist of in the context of contract law?

- | | |
|--|--|
| a) A set of promises without consideration | b) Every promise and every set of promises |
| c) A unilateral promise | d) A legally binding document |

(iv) Select the key requirement for an agreement to be considered a contract.

- | | |
|--|---------------------|
| a) Social agreement | b) Moral obligation |
| c) Legal obligation and enforceability | d) Religious duty |

(v) What happens if there is no consensus ad idem between parties?

- | | |
|---|--------------------------------------|
| a) The agreement is still enforceable | b) The agreement is void |
| c) The agreement is partially enforceable | d) The parties can renegotiate terms |

(vi) Which contract is created through conduct rather than explicit statements?

- | | |
|----------------------|---------------------|
| a) Executed contract | b) Implied contract |
| c) Express contract | d) Void contract |

(vii) What does an executed contract signify?

- | | |
|--|----------------------------------|
| a) Both parties have not fulfilled their obligations | b) One party has performed |
| c) Both parties have fulfilled their obligations | d) The contract is still pending |

- (viii) Which type of contract is enforceable by law and meets all legal requirements?
a) Void contract
b) Implied contract
c) Valid contract
d) Executory contract
- (ix) Select an example of an illegal contract.
a) A contract for selling a legal product
b) An agreement with fraudulent terms
c) A contract with a lawful object
d) A contract with proper registration
- (x) Which one of these is an example of an implied contract?
a) A signed lease agreement
b) A verbal agreement
c) An agreement to pay bus fare
d) A written contract with specific terms
- (xi) When a book is delivered and payment is pending, what type of contract is it for the seller?
a) Executory
b) Executed
c) Void
d) Implied
- (xii) Choose the characteristic of a void contract.
a) Enforceable by law
b) Void ab initio
c) Enforceable with modifications
d) Partially performed
- (xiii) Choose the type of contract that is void from the beginning due to its unlawful object.
a) Valid contract
b) Void contract
c) Unenforceable contract
d) Voidable contract
- (xiv) Select an example of a positive act in an offer.
a) Offering to sell a book
b) Offering not to sue someone
c) Offering to share information
d) Offering a discount
- (xv) Choose the difference between a sale and agreement to sell:
a) Sale is an executory contract whereas agreement to sell is an executed contract
b) Both sale and agreement to sell are executed contracts
c) Sale is an executed contract whereas agreement to sell is an executory contract
d) Both sale and agreement to sell are executory

Group-B

(Short Answer Type Questions)

3 x 5=15

2. Explain any three remedies for breach of contract as per the Indian Contract Act, 1872. (3)
3. Explain the type of contract on the basis of execution as per the Indian Contract Act, 1872. (3)
4. List the essentials of a contract of guarantee. (3)
5. Explain coercion with suitable illustrations. (3)
6. Determine the type of company: i. Company where the right to transfer shares is restricted ii. (3)
There is no limitation on the maximum number of members iii. Company is incorporated outside India iv. Company which controls another company v. Company which is controlled by another company vi. Company in which not less than 51% of the paid-up share capital is held by the State/ Central government.

OR

"A certificate of incorporation is conclusive evidence that all the requirements of the Companies Act have been complied with". Interpret the statement in the light of Companies Act, 2013. (3)

Group-C

(Long Answer Type Questions)

5 x 6=30

- | | |
|--|-----|
| 7. Summarize the duties of the partners as per the Indian Partnership Act, 1932. | (5) |
| 8. Explain the advantages of incorporation of a company. | (5) |
| 9. Assess the nature of liabilities under Contracts of Indemnity and Guarantee. | (5) |
| 10. Analyze the concept of perpetual succession of company. | (5) |
| 11. List the methods of windings up of a company. | (5) |
| 12. Explain the doctrine of "corporate veil". | (5) |

OR

- | | |
|--|-----|
| Evaluate the procedure of conversion of a public company into a private company. | (5) |
|--|-----|
