



## **BRAINWARE UNIVERSITY**

## Term End Examination 2022 Programme – BBA-2018/BBA-2019/BBA-2020 Course Name – Legal Aspects of Business Course Code - BBA502/BBAC502 ( Semester V )

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) H sells his horse to R. H knows that the horse is unsound but says nothing. Deduce the validity of the contract.
  - a) It is a valid contract

b) It is a void contract

c) It is an illegal contract

- d) It is an unforceable contract
- (ii) A sells to B 500 bags of wheat kept in a godown. A gives keys of the godown to B. Conclude whether it amounts to delivery or not.
  - a) No, it does not

b) Yes, it is symbolic delivery

c) No, it creates no rights

- d) Yes but it is not complete
- (iii) Consider and identify the case where a contract is not voidable at the option of the party whose consent is so caused.
  - a)

Consent was caused by fraud

- b) Consent was caused by silence but the party had the means of discovering the truth
- c) Consent was caused by misrepresentation
- d) Consent was caused by fraus
- (iv) Determine what protects the intellectual property created by inventors.
  - a) Copyright

b) Geographical Indications

c) Patents

- d) Trade mark
- (v) Name the term for agreement which is enforcrable by law.
  - a) Contract

b) Promise

c) Consideration

- d) Partnership
- (vi) Describe the phrase 'consensus ad idem'.
  - a) Not agreeing on the same thing in the same sense
- b) Agreeing on the same thing in the same sense
- c) Different meeting of the minds
- d) None of the these
- (vii) Determine from the following real life example: If a person uses someone's song as background music in his/her video, that act is an example of
  - a) Copyright infringemnt

b) identity theft

c) Cyber bullying

d) Hacking

(viii)	Recognise the appropriate explanation of the te	erm 'novation'.		
	a) Change in one or more of the material terms of a contract	b) Termination of a contract		
(ix)	c) New contract is substituted for an existing contract Intellectual Property Rights protect the use of in	d) Unmaking of a contract between part deas and information that are of	ies	
	Discover from the following.	116 : 1		
(x)	<ul><li>a) Moral Value</li><li>c) Commercial value</li><li>Anticipate the effect of unilateral mistake on co</li></ul>	b) Social value d) Ethical value ntract.		
(xi)	<ul><li>a) Valid contract</li><li>c) Void contract</li><li>Propose what the distinctive feature of a joint s mean.</li></ul>	b) Voidable contract d) All of these tock company:' perpetual succession '		
(xii)	<ul> <li>a) Uninterrupted business inspite of continuous losses</li> <li>c) resistance to resolution passed for the winding up of the company in the general meeting</li> <li>Interpret the term 'undue influence'.</li> </ul>	<ul> <li>b) resistance to the instruction of government for the winding up of the company</li> <li>d) uninterrupted existence of the company</li> <li>not affected by the death or insolvend the member of the company</li> </ul>	any is	
	a) Use of physical pressure	b) Use of advantage to obtain an unfair advantage over another		
(xiii)	c) Threatening to harm a person of interest Explain the reason for which cross offer does no	d) None of these		
<ul> <li>a) There is implied acceptance</li> <li>b) There is no acceptance</li> <li>c) It amounts to counter offer</li> <li>d) Crossing implies cancellation</li> <li>(xiv) Differentiate between a sale and agreement to sell.</li> </ul>				
(xv)	<ul> <li>a) Sale is an executory contract whereas agreement to sell is an executed contract</li> <li>c) Sale is an executed contract whereas agreement to sell is an executory contract</li> <li>Evaluate, if you write an original story, what typinght to decide who can make and sell copies of</li> </ul>			
	a) Copyright c) Patents	b) Geographical indications d) Trademarks		
<b>Group-B</b> (Short Answer Type Questions) 3 x 5=1				
	(SHOTE AllSWELL TY	pe Questions)	)	
	iscuss the follwoing features in relation to a com gal entity	pany: i. Perpetual succession ii. Separate	(3)	
3. Cl of se hi	. Classify the following transactions according to the types of goods they are: i. A wholesaler of cotton has 100 bales in his godown. He agrees to sell 50 bales and these bales were selected and set aside. ii. T agrees to sell to B one packet of salt out of the lot of one hundred packets lying in his shop. iii. T agrees to sell to S all the oranges which will be			
4. Cl i. in	produced in his garden this year.  Choose the statements which are promissory notes among the following and give reasons:  i. I promise to pay B an order of Rs. 500 ii. I am liable to B, a sum of Rs. 500 to be paid by instalments. iii. I acknowledge myself to be indebted to b in Rs. 700 to be paid on demand for value necessary			
5. D	ifferentiate the following: i. Copyright and indust			
<b>b.</b> С	ompose any six inventions which are not patenta <b>OF</b>		(3)	

(3)

A breach of condition may be treated as a breach of warranty but not vice-versa. Infer the

statement by referring to situations where a breach of condition is treated as a breach of

## Group-C

	(Long Answer Type Questions) 5	x 6=30
7.	Recommend the modes through which a contract can be discharged.	(5)
8.	List the circumstances under which a bill of exchange can be dishonoured.	(5)
9.	Distinguish between a wagering agreement and contingent contract.	(5)
10.	Recommend tests to determine if an agreement is by wager or not.	(5)
11.	Explain the law relating to the effect of mistake on contracts.	(5)
12.	Describe 'holder' of a negotiable instrument. Discuss, with reasons, whether the following can be called as a holder: a. X obtains a cheque drawn by Y by way of gift b. A, the payee is prohibited by a court order from receiving the amount of the cheque	
	OR	
	Review and write any five differences between the Companies Act, 1956 and the Companies Act, 2013.	(5)