

Brainware University Barasat, Kolkata -700125

## BRAINWARE UNIVERSITY

Term End Examination 2021 - 22
Programme – Bachelor of Business Administration in Hospital Management
Course Name – Medical Ethics & Laws
Course Code - BBAHMC601
(Semester VI)

Time: 1 Hr.15 Min.

Full Marks: 60

[The figure in the margin indicates full marks.]

	-A
(Multiple Choice T Choose the correct alternative from the following:	Type Question) 1 x 60=60
(1) ICMR guidelines are a) Ethical Guidelines	by the second se
c) Criminal Guidelines (2) The term 'ethos' means-	b) Legal Guidelines d) Instrumental Guidelines
a) Standard value     c) Life standard	b) Meaning of life d) Standard of time
<ul><li>(3) Non maleficence defines-</li><li>a) Duty to do no harm</li><li>c) Violence</li></ul>	b) Justice
(4) Ethics are the a) Law	d) Injustice
c) Rule ofconduct (5) Western medical science includes	b) Discipline d) System
a) Ayurvedic c) Unani	b) Allopathy d) Homeopathy
(6) The term non- maleficience refers to a) Respect for person	b) Fidelity
<ul><li>c) Prevention of confidentiality</li><li>(7) Indian medical degree act came into force in the</li></ul>	d) None
a) 1913 c) 1912	b) 1914 d) None of these
(8) Paternalistic doctor patient relationship means- a) Relationship where in the patient decided wh	b) A relationship where in the doctor decided w

	hat is goof for the patient
at is good for him  c) A realtionship where in patients relatives decided what is good for the patient	d) None of these
(9) One of these is not true about the principle of ju	stice
a) Requires that people to be treated fairly	0, 0.000
c) Actions are consistent, accountable and trans	d) Respect of the Law
(10) Stopping a medicine that is shown to be harmfu	l is an example of -
a) Beneficience	0,
c) Teleological theories	d) Non- Maleficience
(11) All of these are true about Confidentiality exce	b) Applied to conversation between doctors an
-1	b) Applied to conversation between assessments
based on trust	-
<ul> <li>c) Always shoulbe be maintained of all persona I medical and legal information</li> </ul>	d) Sometimes keeping of it would cause harm
(12) All of these are Principles of Medical ethics Ex	ccept-
a) Autonomy	0) Belieficiones
c) Social justice	d) Honesty
(13) Which of these statement is true?	ti-it grounding in the com
a) Virtue ethics is about an individual of good c haracter doing the wrong thing	b) Virtue theory explicit grounding in the community are one of the strength of this theory
c) Teleological theory stress duties and obligati	d) Providing sufficiently clear action guides is one of the weakness of virtue theory
ons (14) All of these are true about Non- Maleficience	principle EXCEPT
a) Includes an obligation not to inflict harm int entionally	b) Physicians must refrain from providing ineff ective treatments or acting with malice towar ds patients
c) Includes informed consent and truth telling	<ul> <li>d) Offer little useful guidance to physicians bec ause many beneficial therapies also have seri</li> </ul>
	ous risks.
(15) Emergent, Urgent and Non urgent are under-	
a) Triage	b) Urgent care
c) Emergency room	d) ICU
(16) Requires both the health care professional and	I the patient to tell the truth
a) honesty	b) Fidelity
c) Integrity	d) Veracity
(17) Indirect Patient Care	
a) nonclinical	b) attitude
c) Work ethics	d) autonomy
(18) Characteristics or conduct worthy of praise principle	admiration because they advance moral
	b) Moral belief
a) Moral Duty	d) Moral Virtue
c) Moral customs (19) Influenced by Different professions,organizate	•
	b) Values
a) Ethics	•
c) Morals	d) Customs

(20) Surgery or treatment to minors	Brainware University 398, Raminishnapur Road, Barasat
a) Battery	b) Negligence Kolkata, Wast Barred, 7 25 25
c) Malpractice	d) Assault
(21) The ability of discern right from wrong g	
a) Ethical Decisions	b) Aspects of Ethics
c) Code of ethics	d) Rule of respect
(22) Which underlying health-care value is ba are of the benefits and risks of all treatme	sed on the belief that the nations should be aw
a) Dignity	b) Justice
c) Non-Maleficience	d) Truthfulness
(23) Right to Information Act came into force	in
a) 12th sept 2003	b) 12th october 2005
c) 22nd october 1963	d) 22nd october 2008
(24) Time limit for providing information und person	der RTI Act, concerning the life and liberty of a
a) 20hrs	b) 48hrs
c) 7days	d) Imonth
(25) Identify the Ethical position which accept	oted casuistry are a useful method
a) absolutism	b) utilitarianism
c) prescriptivism	d) None of these
(26) IVF means	
a) Intensive fertilisation	b) In-vito
c) Intro ferilization	d) Invitro fertilization
(27) Desire is a sense of longing a person for	
a) An end	b) An action
c) An outcome	d) None of these
(28) Who put forward strongest arguments a	gainst abortion?
a) liberalists	b) feminist
c) conservatives	d) consequentialists
(29)is a branch of applied ethic lissues arising in medicine and the life	ics that studies the philosophical, social andlega
a) Medical ethics	b) Legal ethics
c) Practical ethics	d) Bio ethics
(30) Indian Medical Council Act came into	force in the year
	b) 1970
a) 1920	d) 1956
c) 1965 (31) How many members to be nominated by	· ·
(31) How many members to be nonlinated by	b) 8
a) 9	d) 7
c) 5	
ed to in the Explanation to	o has been granted a medical qualification referr
a) sub-section (3) of section 10B.	b) sub-section (1) of section 14B.
c) sub-section (1) of section 10B.	d) sub-section (3) of section 11B.
(33) When did the Sale of Goods Act was in	ntroduced?

a) 1970	b) 1930
c) 1910	d) 1920
(34) When did the Indian Penal Code was introduce	ed?
a) 1966	b) 1820
c) 1860	d) 1760
(35) When did the Standards of Weights and Measu	ires Act was introduced?
a) 1980	b) 1977
c) 1950	d) 1976
(36) Consumer Disputes Redressal Forum is also ki	nown as in the Districts
a) State Forum	b) City Forum
c) Union Forum	d) District Forum
(37) How many types of Consumer Protection Cour	ncil are there?
a) 9	b) 4
c) 3	d) 34
(38) Every promise and every set of promises, form alled as:	
a) Voidable contract	b) An agreement
c) A contract	d) A void contract
(39) An agreement enforceable by law is:	
a) Voidable contract	b) An agreement
c) A contract	d) A void contract
(40) The Indian Contract Act, 1872 extends to:	
a) The state Jammu and Kashmir	b) The whole India except the state of Jammu a nd Kashmir
c) The Union Territories of India	d) The Whole India
(41) When an acceptance may be revoked:	
a) An acceptance may be revoked at any time b efore the communication of the acceptance is complete as against the proposer, but not afte rwards.	b) An acceptance may be revoked at any time b efore the communication of the acceptance i s complete as against the acceptor, but not af terwards.
c) An acceptance may be revoked at any time b efore the communication of the acceptance is incomplete as against the acceptor, but not af terwards	d) An acceptance may be revoked at any time a fter the communication of the acceptance is complete as against the acceptor, but not afte rwards.
(42) In order to convert a proposal into a promise, th	e acceptance must:
a)  Be absolute and qualified.	b) Be expressed in some usual and reasonable manner, unless the proposal prescribes the m anner in which it is to be accepted.
c) Be absolute and unqualified	d) Both B and C only.
(43) The Indian Contract Act, 1872 which was enacted the effect from:	ed on 25 April, 1872 came into force wi
a) 1st May, 1872	b) 1st September, 1872
c) 1st October, 1872	
(44) A 'proposal' is defined as:	d) 1st November, 1872
a) When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of the	b) When one person signifies to another his wil lingness to do, with a view to obtaining the a

at other to such act or abstinence, he is said t o make a proposal.

When one person signifies to another his will lingness to do or to abstain from doing anyth ing, he is said to make a proposal. ssent of that other to such act or abstinence, he is said to make a proposal.

d) When one person signifies to many persons his willingness to do or to abstain from doin g anything, with a view to obtaining the asse nt of that other to such act or abstinence, he i s said to make a proposal.

(45) An agreement was entered into with the minor.	This is agreement	is:
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a) Void

b) Voidable

c) Bad

d) Illegal

(46) Where a minor has entered into a contract for purchase of necessary items. In such case

a) The minor is not personally liable.

b) Minor's estates are liable to make good.

c) Minor's guardian is liable.

d) The minor is personally liable

(47) Consent is said to be free when it is not caused by:

a) Very much influence

b) Undue influence

c) Slightly influence

d) Influence

(48) When consent to an agreement is caused by coercion, fraud or misrepresentation, the a greement is a contract:

a) Voidable at the option of the party whose consent was so cause.

b) Illegal

c) Depends upon the circumstances of the case.

d) Void

(49) If the consent was caused by misrepresentation or by silence, fraudulent within the mea ning of section 17, the contract, nevertheless, if the party whose consent was so caused had the means of discovering the truth with ordinary diligence:

a) may be voidable

b) may not be voidable

c) is voidable

d) is not voidable

- (50) A fraud or misrepresentation which did not cause the consent to a contract of the party on whom such fraud was practised, or to whom such misrepresentation was made, does not render a contract:
  - a) Void

b) Voidable

c) Bad

d) Illegal

- (51) Where both the parties to any agreement are under a mistake as to a matter of fact esse ntial to the agreement,
  - a) The agreement is voidable.

b) The agreement can't be enforceable at law.

c) The agreement is void.

d) The agreement is not void.

(52) What is a sound mind for the purposes of contracting:

- a) A person is said to be of sound mind for the purposes of making a contract, if, at the time when he makes it, he is capable of understan ding it and of forming a rational judgement a s to its effect upon his interest.
- c) A person is said to be of sound mind for the purposes of making a contract, if, he is capab le of understanding it and of forming a ration al judgement as to its effect upon his interest.
- b) A person is said to be of sound mind for the purposes of making a contract, if, at the time when he makes it, he is capable of understan ding it.
- d) A person is said to be of sound mind for the purposes of making a contract, if, at any tim e when he makes it, he is capable of understa nding it and of forming a rational judgement as to its effect upon his interest.

53) Who are competent to contract:

- a) Every person is competent to contract who is of the age of majority according to the law to which he is subject, and who is of sound min d and is not disqualified from contracting by any law to which he is subject.
- e) Every person is competent to contract who is of the age of majority according to the law to which he is subject.
- b) Every person is competent to contract who is of the any age and who is of sound mind and is not disqualified from contracting by any la w to which he is subject.
- d) Every person is competent to contract who is of the age of majority according to the law t o which he is subject, and who is of sound m ind.
- (54) Every agreement by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights:
  - a) Is valid.

b) Is voidable

c) Is void.

Army a Transactive

d) Is illegal

- (55) The consideration must be:
  - a) Adequate

b) Must be adequate

c) Need not be adequate

- d) Substantially adequate
- (56) An agreement in restraint of the marriage of a major persons is:

a) Legal

b) Illegal

c) Void

- d) Voidable
- (57) If any part of a single consideration for one or more objects, or any one or any part of a ny one of several considerations for a single object, is unlawful:

a) The agreement is void.

b) The agreement is voidable.

c) The agreement is enforceable.

- d) The agreement is unenforceable.
- (58) The consideration or object of an agreement is lawful, unless:
  - a) The Court regards it as immoral, or opposed to public policy.
- b) It is forbidden by law or Is of such a nature t hat, if permitted, it would defeat the provisio ns of any law.
- c) Is fraudulent or involves or implies injury to the person or property of another.
- d) All of the above
- (59) A and B make a contract grounded on the erroneous belief that a particular debt is barr ed by the Indian Law of Limitation:

a) The contract illegal.

b) The contract is not voidable.

c) The contract is voidable.

- d) A mistake of nature of transactions
- (60) A 'contingent contract' is a contract to do or not to do something, if some event collate ral to such contract:

a) Happened or will not happen

b) Does or does not happen

c) May or may not happen

d) None of the above.