

Seat No. : \_\_\_\_\_

**NA-102**

**December-2015**

**B.B.A., Sem.-V**

**CC-301 : Mercantile Laws**

**Time : 3 Hours]**

**[Max. Marks : 70**

- Instructions :** (1) Figures on the right side indicate full marks.  
(2) State the same question-number in your answer book as indicated.

1. (a) Define Consideration. What are the elements of Valid Consideration ? **7**  
(b) Write on Privity of Contract and its exceptions. **7**

**OR**

- (a) Explain : Who is minor ? What are the legal effects of the minor agreements ?  
(b) Write on : Void agreement under the provision of Law of Contract.

2. (a) Explain Hadley Vs. Barendale and kinds of damages. **7**  
(b) What is Quasi Contract ? What are the circumstances of quasi contract ? **7**

**OR**

- (a) Define Bailment and its elements.  
(b) Discuss : (any **two**)  
(i) Doctrine of frustration  
(ii) Novation  
(iii) Nudam Pactum  
(iv) Insurance Contract

3. (a) Define Sale and Agreement to sale and write difference between them. **7**  
(b) Write exceptions to the rule that “no person can transfer a better title to the goods to the buyer than he himself has in them”. **7**

**OR**

- (a) Explain the meaning of Caveat Emptor and exceptions to it.  
(b) Define an ‘unpaid seller’ and what is a Right of Lien ?

4. (a) What is Negotiable instrument and what are its elements ? 7  
(b) Define promissory note. What are the elements of it ? 7

**OR**

- (a) Define Holder and Holder in due course. What are the rights of the Holder in due course ?  
(b) Define cheque. Explain the procedure of dishonour of cheque.

5. Choose correct answer. 14

- (1) An agreement enforceable at Law is a  
(a) enforceable acceptance (b) accepted offer  
(c) approved promise (d) contract
- (2) Void agreement signifies  
(a) agreement illegal in nature.  
(b) agreement not enforceable by law.  
(c) agreement violating legal procedure.  
(d) agreement against public policy.
- (3) Under section 2(c) promisor is the  
(a) person who makes the proposal.  
(b) person who accepts the proposal.  
(c) person who makes the promise.  
(d) person to whom the proposal is made.
- (4) Goods displayed in a shop with a price tag is an  
(a) offer (b) invitation to offer  
(c) counter offer (d) None of the above
- (5) Tender is  
(a) an offer (b) an invitation to offer  
(c) a counter offer (d) All the above
- (6) The Sale of Goods Act, 1930 is based on  
(a) The English Bills of Exchange Act, 1882,  
(b) The Transfer of Property Act, 1882.  
(c) The English Sale of Goods Act, 1893  
(d) The Indian Contract Act, 1872.
- (7) Insurance Contract is  
(a) Wagering Contract (b) Illegal Contract  
(c) Void Contract (d) Valid Contract