

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

**NI-107**

**November-2013**

**B.B.A. (Sem.-V)**

**CC-301 : Mercantile Law**

**Time : 3 Hours]**

**[Max. Marks : 70**

**Instruction : All questions are compulsory.**

1. (a) Select the right option from the given one : **8**
- (1) Consideration may be \_\_\_\_\_
- (a) Act (b) Abstinence  
(c) Promise (d) All of above
- (2) In case of order instrument endorsement can be done by \_\_\_\_\_ and \_\_\_\_\_.
- (a) Signature and Delivery  
(b) Delivery and Information  
(c) Signature and Crossing  
(d) None of the above
- (3) When one of the party to the contract have full filled the obligation of the contract then it is known as \_\_\_\_\_.
- (a) Tender (b) Performance of Contract  
(c) Discharge of Contract (d) Breach of Contract
- (4) Damages are always based on \_\_\_\_\_ suffered by the aggrieved party.
- (a) Problem (b) Loss  
(c) Difficulty (d) None of the above
- (5) Bill of Exchange should be \_\_\_\_\_.
- (a) Accepted (b) Crosses  
(c) Noted (d) All of the above
- (6) Ownership of goods can be transferred by \_\_\_\_\_ or \_\_\_\_\_.
- (a) Actual Delivery or Endorsement of document of title of ownership  
(b) Spot delivery or future delivery  
(c) Constructive delivery or Physical Possession only  
(d) Informing carrier or Agent of buyer

(7) In case of contract of bailment bailee has to preserve goods as if he is \_\_\_\_\_.

- (a) Care taker of goods                      (b) Agent of Bailor  
(c) Owner of Goods                              (d) All of the above

(8) In case of \_\_\_\_\_ contract of sale of goods ownership of goods is transferred by documents.

- (a) FOB    (b) CIF  
(c) EX-SHIPMENT                              (d) None of the above

(b) Define the following : 6

- (1) Unascertained Goods
- (2) General Offer
- (3) Breach of Contract
- (4) Bailor
- (5) Dishonourment of Negotiable instrument
- (6) Documents of title of ownership of goods

2. (a) What is Contract ? What is Agreement ? Explain any five essentials of Contract. 7

**OR**

“No Consideration No Contract.” Discuss the statement with its exceptions.

(b) “Contract with or by Minor is void ab initio.” Discuss the statement with reference to provisions of contract with minor. 7

**OR**

Write short note on following :

- (1) Undue Influence
- (2) Specific Offer

(c) What is Discharge of Contract ? Explain five ways of discharging contract. 7

**OR**

Write short note on following :

- (1) Tender
- (2) Breach of Contract

3. (a) What is Agency ? Discuss all ways of creation of agency with appropriate example. 7

**OR**

What is Bailment ? What is Pledge ? Explain duties of Bailor.

- (b) Write short note on following (any **two**) : 7
- (i) Special Damages
  - (ii) Acceptance
  - (iii) Finder of Goods

**OR**

What is Quasi Contract ? Explain all the circumstances of Quasi Contract in detail. 7

4. (a) Who is Unpaid Seller ? Explain all the rights of unpaid seller towards goods in detail. 7

**OR**

“No one can transfer better title than he has.” Explain the statement with its exceptions.

- (b) Write note on following (any **two**) : 7
- (1) FOB contract and CIF contract
  - (2) Agreement to Sale
  - (3) Hire purchase

**OR**

Explain any five implied conditions and two warranties in detail.

5. (a) Differentiate between Cheque and Bill of Exchange. 4

**OR**

Discuss any four privileges available to Holder in due course.

- (b) Write note on following (any **one**) : 3
- (1) Promissory Note
  - (2) Endorsement of Negotiable Instrument

**OR**

Write note on following (any **one**) :

- (1) Foreign Instrument
  - (2) Crossing of cheque
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