

Roll No.....

Department of Management
School of Management & Business Studies
JAMIA HAMDARD

Even Semester Examination 2022
BBA II Semester

Subject Name: Business Law
Subject Code: BBA-F-06

MM: 75
Time: 03Hours

Sec A

Attempt any six questions, each question carries 5 marks (6 X 5 = 30)

Q1: A and B are having an agreement in which A invites B to a dinner. B accepted the invitation. A made elaborate arrangement but B failed to turn up. Can A sue B for the loss he has suffered? Give reasons.

Q2: X buys a painting believing it to be worth Rs 100000 while in fact it is worth only Rs 10000. Is it a valid contract?

Q3: "Impossibility of performance as a rule is not an excuse for non-performance of a contract." Discuss.

Q4: Explain any five differences between Memorandum of Association and Article of Association.

Q5: What are quasi contracts? Enumerate the quasi contracts dealt under Indian Contract Act, 1872.

Q6: A sold some land to B. At the time of sale both parties believed in good faith that the area of the land sold was 10 hectares. It however turned out the area was 7 hectares only. How is the contract of sale affected?

Q7: How important are resolutions in a company? Explain types of resolutions.

Q8: "In a contract of sale of goods, there is no implied condition or warranty as to the quality of goods or their fitness for any particular purpose." Discuss.

Q9: Discuss the difference between coercion and undue influence with suitable example.

Sec B

Attempt any three questions, each question carries 15 marks (15 X 3 = 45)

Q1: "Insufficiency of consideration is immaterial but an agreement without consideration is void." Discuss.

Q2: Discuss the types of void agreements explaining the legal effects of such agreements with suitable examples.

Q3: What is a contract of agency? Discuss the extent of liability of principal when his agent exceeds his authority?

Q4: State whether the following contracts of sale amount to sale or agreement to sell with adequate reasons.

- i. X entered into a contract for sale of the entire crop of rice that would yield on his farm.
- ii. A railway administration entered into a contract for sale of coal ash that might accumulate during the period of contract.
- iii. X entered into a contract for the sale of some goods in a particular ship to be delivered on the arrival of the ship.
- iv. X entered into a contract for sale of painting only if Z, its present owner sells it to him.
- v. State the circumstances under which an unpaid seller can exercise his right of lien.

Q5 What is winding up of a company? Discuss the structure of winding up of company.

Q6: "All agreements are not contracts but all contracts are agreements." Discuss. Also, explain essential elements of a valid contract.