Reg. No.:

K23U 3537

12. Distinguish between a 'Valid Contral'

III Semester B.Com. Degree (C.B.C.S.S. - O.B.E. - Regular/Supplementary/ Improvement) Examination, November 2023 (2019 to 2022 Admissions)

Complementary Elective Course
3C02COM: BUSINESS REGULATORY FRAMEWORK

Time: 3 Hours

Max. Marks: 40

Long essay. Answer any two que

19. "All agreements are not confided, by

SECTION - A

Very short answer. Answer any six questions from the following. Each question a visual carries one mark.

- 1. Define 'Consideration'.
- 2. What is 'Novation'?
- 3. What is meant by 'Quantum Meruit' ?
- 4. Clarify the term, 'Cross Offer'.
- 5. Who is a 'Bailor' and a 'Bailee' ?
- 6. Compare 'Guarantee' and 'Warranty'
- 7. What is an 'Offer' and an 'Acceptance' ?
- 8. What is an 'Illegal Contract' ? Give an example.

 $(6 \times 1 = 6)$

SECTION - B

Short Essay. Answer any six questions. Each question carries three marks.

- 9. Distinguish between 'Coercion' and 'Undue influence' with an example.
- 10. Discuss the different modes of termination of the Agency.
- 11. Compare 'Sale' and 'Agreement to sell'.

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K23U 3537



- 12. Distinguish between a 'Valid Contract' and a 'Void Contract' with an example.
- 13. What must be the essentials for a Pledge?
- 14. Distinguish between a 'Wagering Contract' and a 'Contingent Contract'.
- 15. Summarise the objectives of the Sale of Goods Act, of 1930.
- 16. Define 'Bailment'. State its features. (6×3=18)

Max. Marks: 40

carries one mark

SECTION - C

Long essay. Answer any two questions. Each question carries eight marks.

- 17. Briefly encounter the rights of an Unpaid Seller.
- 18. Elaborate the different ways of discharging the contract.
- 19. "All agreements are not contracts, but all contracts are agreements". Evaluate. (2×8=16)

4. Clarify fire farm, "Cross Citier" 6. Who is a 'Bailor' and a 'Bailes' 6. Compare 'Guaranna' and Wa 7. What is an 'Offer and an You 6. What is an 'Illenal Contract' ?

Short Essay. Answer arry six questions. Each question carries three marks

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9. Distinguish between 'Coercion and 'Undue Influence' with an example

10. Discuss the different modes of tempination of the Agency.

(6×1×8)





Reg. No.:

Name :

Third Semester B.Com. Degree (CBCSS – OBE – Regular/Supplementary/
Improvement) Examination, November 2022
(2019 Admission Onwards)
Complementary Elective Course
3C02 COM: BUSINESS REGULATORY FRAME WORK

Time: 3 Hours

Max. Marks: 40

PART - A

Answer any six questions from the following. Each question carries 1 mark.

- 1. Define contract.
- 2. What is offer?
- 3. What is contingent contract?
- 4. What is coercion?
- 5. What is tender?
- 6. What is remission?
- 7. What is contract of indemnity?
- 8. What is doctrine of Caveat emptor?

 $(6 \times 1 = 6)$

PART - B

Answer any six questions from the following. Each question carries 3 marks.

- 9. What are the types of contract?
- 10. What are the essentials of wagering contract?
- 11. Explain agreement against public policy.
- 12. Explain remedies of breach of contract.

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- 13. Explain rights of surety.
- 14. What are the right of unpaid seller?
- 15. Difference between condition and warranty.
- 16. What are the features of indemnity contract?

 $(6 \times 3 = 18)$

PART - C

Answer any two questions from the following. Each question carries 8 marks.

- 17. What is consideration? Explain its essentials and exceptions to consideration.
- 18. What are the essentials of contract of agency ? Explain the termination of agency.
- 19. Define bailment. Discuss briefly the rights and duties of a Bailor and Bailee. (2×8=16)



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Name:.....

III Semester B.Com. Degree (CBCSS (OBE) – Regular)
Examination, November 2020
(2019 Admission Only)
COMPLEMENTARY ELECTIVE COURSE
3C02COM: Business Regulatory Framework

Time: 3 Hours Max. Marks: 40

PART - A

Answer any six questions from the following. Each question carries 1 mark.

- 1. 'Transfer of ownership is significant in the performance of the contract of sale'.

 Explain.
- 2. Differentiate 'Champerty' and 'Maintenance'.
- 3. Define 'mercantile agent'.
- 4. "A contract caused by any mistake as per any law in India is not voidable, but void". Do you agree ? Why ?
- 5. List out different ways in which a contractual relationship may be created between a principal and an agent.
- 6. "Silence as to facts likely to affect the willingness of a person to enter into a contract may sometimes amount to fraud". Comment.
- 7. What is 'Caveat emptor'?
- 8. What is meant by 'Duress' ?

 $(6 \times 1 = 6)$

PART - B

Answer any six questions from the following. Each question carries 3 marks.

- 9. Explain the situations in which a person is considered to be of 'unsound mind'.
- 10. Elaborate the rights and duties of a bailor.

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- 11. What are the different agreements that are opposed to public policy in Indian scenario?
- 12. What are the essentials that make an agreement 'wagering agreement'?
- 13. How do you differentiate void agreements from void contracts?
- 14. Discuss the basic requirements to constitute a valid contract of sale.
- 15. Make a note of the relevance of 'conditions' in contract of sale of goods.
- Elaborate any three situations in which there is no free consent in the formation of a contract. Briefly explain its consequences too. (6x3=18)

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Answer any two questions from the following. Each question carries 8 marks.

- 17. "If there is no consideration, there will be no contract. The contractual freedom is limited by requiring lawfulness for the consideration". Explain when consideration becomes illegal.
- 18. What is meant by quasi contract? What are the different types of quasi contracts recognized by Indian Contract Act?
- 19. Explain the nature and extent of surety's liabilities. What are the different circumstances by which a surety may be discharged? (2×8=16)

10. Elaborate the rights and duties of a ballon



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III Semester B.Com. Degree CBCSS (OBE) Reg./Sup./Imp.
Examination, November 2021
(2019 – 2020 Admission)
Complementary Elective Course

3C02COM: BUSINESS REGULATORY FRAMEWORK

Time: 3 Hours Max. Marks: 40

PART - A

Answer any six questions from the following. Each question carries 1 mark.

- 1. What is supervening impossibility? What is its effect on a contract?
- 2. What is contingent contract? What are the essentials for a contingent contract?
- 3. What is a cross offer? How it is different from a counter offer?
- 4. "Agreement in restraint of trade is against the public policy and thus is void". State the exceptions.
- 5. How does 'Contract Laws' differentiate itself from 'Ordinary Laws' ?
- 6. List out duties of the buyer under Sale of Goods Act, 1930.
- 7. "Capacity refers to competency of the parties to enter into a contract". State who all have the contractual competency, as per Indian Contract Act, 1872.
- 8. "An agency may be created by estoppel". Explain.

 $(6 \times 1 = 6)$

PART - B

Answer any six questions from the following. Each question carries 3 marks.

- 9. What are the different types of 'contracts of guarantee' ? Briefly explain.
- 10. What is meant by 'Quasi Contracts' ?

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- 11. List out the situations where the seller cannot claim the benefit of 'Caveat Emptor'.
- 12. When does an offer come to an end? Briefly explain the situations.
- 13. Differentiate conditions from warranties, under Sale of Goods Act, 1930.
- 14. "Guarantee is a tripartite agreement". Explain.
- 15. Who is an 'unpaid seller'? What are the remedies available to him, if he remains unpaid, against the goods sold?
- 16. "A surety may be discharged from his obligations by the conduct of creditors".Elucidate. (6×3=18)

PART - C

Answer any two questions from the following. Each question carries 8 marks.

- 17. "Free consent is one of the essential requirements for the creation of a valid contract". Explain the circumstances where the law does not find free consent in the formation of contracts and elaborate the consequences, if contracts are formed without such consent.
- 18. "A contract may get discharged not only by the performance of mutual obligations, but by many other means". Explain the different means of discharging contractual liabilities under Indian Contract Act, 1872.
- "A valid consideration is essential for a valid contract". Elaborate the essential elements for constituting valid consideration under Indian Contract Act, 1872.
 (2×8=16)