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**(21213)** Roll No. ....  
**BBA - Ist Sem.**

# O-3040

**B.B.A. Examination, Dec. 2013**

**BUSINESS LAW**

**(BBA-103)**

**(Old Course-II)**

*Time : Three Hours* [Maximum Marks : 75]

**Note :** Attempt **any five** questions. **All** questions carry equal marks.

1. Define consideration. Why is it essential in a contract? What are the legal rules regarding consideration?
2. (a) What is misrepresentation? Distinguish it from fraud.  
 (b) A knows that the car he was buying

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from B was ten years old although B has represented that he had purchased it new only four years ago. Can A avoid the contract on the ground of fraud?

3. (a) Explain how a bailment may result without the owner actually delivering the goods to the bailee.  
 (b) A's goods were bailed with B. B omitted to lock up the goods bailed, locking up similar goods of his own. Decide.
4. What are the various ways in which a contract may be discharged?
5. How is price fixed in a contract of sale? If a price is not determined by the parties, what price, if any, is the buyer liable to pay?
6. How will you determine whether a partnership does or does not exist in a group of persons?

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7. Discuss the rules relating to the rights, duties & obligations of partners inter se.
8. Examine to what extent a minor can be a party to a negotiable instrument.
9. What are the "principles of Utmost Good Faith" and "Subrogation" as given in the Indian Insurance Act, 1938?
10. Write short notes on **any three** of the following :
  - (i) Sleeping Partner, Nominal Partner & Partnership Deed.
  - (ii) Discharge of Surety
  - (iii) Specific & Continuing Guarantee
  - (iv) Unilateral & Bilateral Contracts.
  - (v) A Condition & a Warranty.