



GIET UNIVERSITY, GUNUPUR – 765022

M. B. A (First Semester – Back Paper) Examinations, April' 2021

MB 108 – Business Laws

Time: 2 hrs

Maximum: 50 Marks

**The figures in the right hand margin indicate marks.****PART – I: (Multiple Choice Questions)****(1 x 10 = 10 Marks)****Q. 1 Answer ALL questions**

- a. A invites B for coffee in coffee-day restaurant and B accepts the invitation. On the appointed date, B goes there but A is not found. In this case
  - (i) B has no remedy against A
  - (ii) B has to wait for another invitation from A
  - (iii) B has the right to sue A for not honouring his words
  - (iv) A has to invite B again, to perform the promise.
- b. A stipulation in contract of sale with reference to goods which are the subject there of may be
  - (i) A condition
  - (ii) A warranty
  - (iii) None of above
  - (iv) Both (i) and (ii)
- c. Section 58, of The Sale of Goods Act provide right of suit for Specific Performance of Contract on the part of
  - (i) Buyer
  - (ii) None of above
  - (iii) Agent
  - (iv) Seller
- d. where the transfer of the property in the goods is to take place at a future time, the contract is called:
  - (i) sale
  - (ii) an agreement to sell.
  - (iii) provisional sale
  - (iv) conditional sale
- e. A contract of sale may be made:
  - (i) in writing
  - (ii) by word of mouth,
  - (iii) may be implied from the conduct of the parties.
  - (iv) all options are correct
- f. Future goods means goods to be manufactured or produced or acquired by the seller
  - (i) In future prescribed time
  - (ii) Before making of contract
  - (iii) None of above
  - (iv) After making of contract
- g. A hires a carriage of B. The carriage is unsafe though B is not aware of it and A is injured
  - (i) None of above
  - (ii) B is not responsible to A for the injury
  - (iii) No one is responsible to each other
  - (iv) B is responsible to A for the injury
- h. A promised to marry B. Later on B died. This contract of marriage
  - (i) Becomes void
  - (ii) Is void from very beginning
  - (iii) Is valid
  - (iv) Is illegal now
- i. Agreement to murder a person
  - (i) Cannot be enforceable by law
  - (ii) Is valid in law
  - (iii) Is invalid for want of consideration
  - (iv) Has no consensus ad idem
- j. An agent is bound to render proper account to \_\_\_\_ on demand
  - (i) His agent
  - (ii) Sub-agent
  - (iii) Creditor
  - (iv) Principal

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**PART – II : (Short Answer Questions)****(2 x 5 = 10 Marks)****Q.2. Answer ALL questions**

- a. Distinguish between a contract and an agreement?
- b. “A contract without consideration is void.” Comment on the statement and give its exceptions.
- c. What is free consent?
- d. What is mean by AOA and its importance?
- e. Define Contract?

**PART – III: (Long Answer Questions)****(6 x 5 = 30 Marks)**Answer any **FIVE** questions.

3. Explain the contract of bailment with reference to duties and rights of bailor and bailee?
4. Define agency contract and explain the rights and duties of agent and principle?
5. Define companies act? What are the characteristics of a company?
6. Explain the various types of discharge of contract?
7. “A contract without consideration is void.” Comment on the statement and give its exceptions.
8. Explain the rights of a consumer?
9. What are the essential elements of a valid contract and explain those with some examples?
10. Explain the offer and acceptance with its legal rules and examples?

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