

D 12353

(Pages : 3)

Name.....

Reg. No.....

THIRD SEMESTER B.Com. DEGREE EXAMINATION, NOVEMBER 2016

(CUCBCSS—UG)

Core Course

BCM 3B 03—BUSINESS REGULATIONS



COMMERCE
FACTORY

Maximum : 80 Marks

Time : Three Hours

Part A

Answer all questions.

Each question carries 1 mark.

I. Choose the correct answer :-

1 The Contract Act of 1872 was enacted on :

(a) 25th April, 1872.

(b) 25th may, 1872.

(c) 25th June, 1872.

✓(d) None of the above.

2 The person who is making the proposal is called :

✓(a) Promiser.

(b) Promisee.

(c) Proposer.

(d) None of the above.

3 Reciprocal contracts means :

(a) One side contracts.

✓(b) Bilateral contracts

(c) Trilateral contracts.

(d) None of the above

4 Which of the following is not a consumer ?

✓(a) Insurance company.

(b) A licensee to run a phone.

(c) A lottery ticket holder.

(d) All of the above.

5 MCA fee is an example of :

✓(a) Quick Heal.

(b) Antivirus.

(c) Virus.

(d) None of the above.

II. Fill in the blanks :

6 An agreement made by a lunatic is void.

✓7 Undue influence makes a contract voidable.

8 Fraud is defined in Section 16 of the Indian Contract Act.

Turn over

- 9 The contract of guarantee is a contract in which a person perform the promise or discharge the liability of creditor.
- 10 Malicious software is other wise known as malware.

(10 × 1 = 10 marks)

Part B (Short Answer Questions)

Answer any eight questions.

Each question carries 2 marks.

- 11 Define contract.
- 12 Define bailment.
- 13 What is an acceptance ?
- 14 What do you mean by warranty ?
- 15 What do you mean by contingent goods ? *contingent*
- 16 What do you know about undue influence ?
- 17 What is a digital signature ?
- 18 What is the right of lien ?
- 19 What do you mean by future goods ?
- 20 Write a note on agreement ?

(8 × 2 = 16 marks)

Part C

Answer any six questions.

Each question carries 4 marks.

- 21 What are the various elements of a contract ?
- 22 When does an offer come to an end ?
- 23 Examine the essential features of a contract of guarantee.
- 24 Write a note on Caveat Emptor. *Customer's risk*
- 25 Differentiate the sale and agreement to sell.
- 26 Examine the offences and penalties under IT Act, 2000.
- 27 What are the important characteristics to create a valid offer ?
- 28 What do you know about the 'cyber regulations appellate tribunal' ?

(6 × 4 = 24 marks)

Part D

*Answer any two questions.
Each question carries 15 marks.*

- 29 What are the important rights and duties of an agent?
- 30 Examine the provisions of IT Act 2000, with respect to 'regulation of certifying authorities'.
- 31 What do you know about delivery of goods? Discuss various rules regarding delivery of goods by the seller to the buyer.

(2 × 15 = 30 marks)

D 12353-A

(Pages : 4)

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BCM 3B 03—BUSINESS REGULATIONS
(Multiple Choice Questions for SDE Candidates)

Time : 15 Minutes

Total No. of Questions : 20

Maximum : 20 Marks

INSTRUCTIONS TO THE CANDIDATE

1. This Question Paper carries Multiple Choice Questions from 1 to 20.
2. The candidate should check that the question paper supplied to him/her contains all the 20 questions in serial order.
3. Each question is provided with choices (A), (B), (C) and (D) having one correct answer. Choose the correct answer and enter it in the main answer-book.
4. The MCQ question paper will be supplied after the completion of the descriptive examination.

BCM 3B 03—BUSINESS REGULATIONS
(Multiple Choice Questions for SDE Candidates)

1. The provisions of Consumer Protection Act is applicable :
 - (A) Goods.
 - (B) Service.
 - (C) Goods or service.
 - (D) Goods and services.
2. Consumer disputes redressal agencies include _____.
 - (A) District Forum.
 - (B) State Commission.
 - (C) National Commission.
 - (D) All of the above.
3. Which relief can be obtained by consumers from commission ?
 - (A) To remove defects from goods.
 - (B) Not to offer the hazardous goods for sale.
 - (C) To stop manufacturing of hazardous goods.
 - (D) All of the above.
4. The Information Technology Act shall not apply to :
 - (A) A negotiable instrument other than a cheque.
 - (B) A power of attorney.
 - (C) Any contract for the sale of immovable property.
 - (D) All of the above.
5. Any person who on behalf of another person receives, stores or transmits a message is, under the IT Act, known as :
 - (A) Intermediary.
 - (B) Originator's agent.
 - (C) Addressee.
 - (D) Keyholder.
6. Liability of the surety is :
 - (A) Coextensive with the principal debtor.
 - (B) Primary with the principal debtor.
 - (C) Secondary to the principal debtor.
 - (D) All of these.

7. The delivery of goods by one person to another as a security for the repayment of a debt is known as a _____
- (A) Bailment. (B) Hypothecation
(C) Pledge. (D) Mortgage.
8. Which of the following persons does not have a right of general lien ?
- (A) Bankers. (B) Wharfingers.
(C) Finder of goods. (D) Factors and policy brokers.
9. Out of following, which is/are duty of a bailee ?
- (A) To take care. (B) To take a reasonable care.
(C) To sell the goods. (D) To retain the goods
10. A person appointed to contract on behalf of another person is known as a/an :
- (A) Principal. (B) Agent.
(C) Independent contractor. (D) Servant.
11. The term 'possession of goods' means :
- (A) Ownership of goods. (B) Custody of goods.
(C) Both (A) and (B). (D) None of these.
12. The goods which are to be produced by the seller after the contract of sale is made are known as :
- (A) Contingent goods. (B) Unascertained goods.
(C) Future goods. (D) None of the above.
13. A Sale of Goods under the Sale of Goods Act, 1930 includes :
- (A) A jus in personam. (B) A jus in rem.
(C) Both (A) and (B). (D) Neither (A) and (B).
14. A stipulation in a contract may be :
- (A) Condition. (B) Warranty.
(C) Neither (A) and (B). (D) Both (A) and (B).

Turn over

15. A 'Condition' under the Sale of Goods Act has been defined as a stipulation :

- (A) Collateral to the main purpose of the contract.
- (B) Main purpose of contract.
- (C) Essential to the main purpose of the contract.
- (D) All of the above.

16. Where the seller appoints his person to bid at the auction sale without informing to bidder, it is called as :

- (A) Prepared bidding.
- (B) Pretend bidding.
- (C) Power bidding.
- (D) Both (A) and (C).

17. In contract through sea route, where the seller has to put the goods on board a ship at his own expenses, the contract is known as :

- (A) CIF contract.
- (B) FOB contract.
- (C) Board obligatory contract.
- (D) Ex-ship contract.

18. The remedies available to a person, suffering from the breach of contract are :

- (A) Suit for damages.
- (B) Suit for injunction.
- (C) Quantum meruit.
- (D) All of the above.

19. _____ means an order of the court restraining a person from doing what he promised not to do.

- (A) Quantum meruit.
- (B) Rescission.
- (C) Specific performance.
- (D) Injunction.

20. When a person has done some work under a contract and the other party repudiates the contract, then the party who performed the work can claim remuneration for the work done. This is based on the principle of :

- (A) Rescission.
- (B) Quantum meruit.
- (C) Injunction.
- (D) Specific performance.