

Reg. No .....

Name .....

22U147

**B. COM DEGREE END SEMESTER EXAMINATION : OCTOBER 2022**

**SEMESTER 1 : COMMERCE**

**COURSE : 19U1RCOM3 : BUSINESS REGULATORY FRAMEWORK**

*(For Regular – 2022 Admission and Improvement / Supplementary - 2021/2020/2019 Admissions)*

Time : Three Hours

Max. Marks: 75

**PART A**

**Answer any 10 (2 marks each)**

1. What are indemnity contracts?
2. What is bailment?
3. Define pawn.
4. Who is a sleeping partner?
5. What do you mean by contingent contract?
6. "Good Girl" Soap Co. advertised that it would give a reward of Rs.1,000 who developed skin disease after using, "Good Girl" soap of the company for a certain period according to the printed directions. Miss Rakhi purchased the advertised "Good Girl" and developed skin disease in spite of using this soap according to the printed instructions. She claimed reward of Rs.1,000. The company refused the reward on the ground that offer was not made to her and that in any case she had not communicated her acceptance of the offer. Decide whether Miss Rakhi can claim the reward or not. Refer the relevant case law, if any.
7. X hires a carriage of Y. The carriage is unsafe although Y is not aware of it, and X is injured. Is Y responsible to X for the injury ?
8. Who is a sub agent?
9. Who is an unpaid seller?
10. What is the limits of number of partners in LLP?
11. Define 'Goods' according to sale of goods Act 1930.
12. Who is a special agent?

**(2 x 10 = 20)**

**PART B**

**Answer any 5 (5 marks each)**

13. a) A promises to B, for valuable consideration, to put back the life of a dead relation of B by some supernatural powers. But he (i.e., A) fails to keep up his promise. Would A be liable for damages for non-performance ?  
b) A and B enter into a contract by which B agrees to let out his theatre to A for a musical performance on a certain date. X pays Rs. 2,000 as an advance and agrees to pay the remaining Rs. 2,000 after the musical performance. After the contract, but before the musical performance, B's theatre is destroyed by fire without the fault of either. A claims from B the refund of the advance of Rs. 2,000 and also damages for

not holding the musical performance. B, on the other hand, claims the balance of Rs. 2,000. How will you decide this case ?

14. Which are the modes of winding up of LLP?
15. List out the essentials of valid pledge.
16. Distinguish between conditions and warranties.
17. Explain any 3 types of bailment contracts.
18. Explain the rights of an agent.
19. What are the duties of bailee?
20. Who is an unpaid seller? What are his rights?

**(5 x 5 = 25)**

### **PART C**

#### **Answer any 3 (10 marks each)**

21. a) X transferred his house to his daughter M by way of gift. The gift deed, executed by X, contained a direction that M shall pay a sum of Rs. 5,000 per month to N (the sister of the executants). Consequently M executed an instrument in favour of N agreeing to pay the said sum. Afterwards, M refused to pay the sum to N saying that she is not liable to N because no consideration had moved from her. Decide with reasons under the provisions of the Indian Contract Act, 1872 whether M is liable to pay the said sum to N.  
b) X, Y and Z jointly borrowed Rs.50,000 from A. The whole amount was repaid to A by Y. Decide in the light of the Indian Contract Act, 1872 whether:
  - (i) Y can recover the contribution from X and Z,
  - (ii) legal representatives of X are liable in case of death of X,
  - (iii) Y can recover the contribution from the assets, in case Z becomes insolvent.
22. What is contract? Explain the essentials of a valid contract.
23. What are the rights of surety?
24. What remedies are available to the aggrieved party in case of Breach of Contract of sale?
25. What is an LLP? How is it different from a partnership?

**(10 x 3 = 30)**