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(To be filled in the
OMR Sheet)

प्रश्नपुस्तिका क्रमांक
Question Booklet No.

412059

O.M.R. Serial No.

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प्रश्नपुस्तिका सीरीज
Question Booklet Series

C

BBA (First Semester) Examination, February/March-2022

BBA-105(N)

Business Law

(for Ex & B.P. Students)

Time : 1:30 Hours

Maximum Marks-100

जब तक कहा न जाय, इस प्रश्नपुस्तिका को न खोलें

- निर्देश : -**
1. परीक्षार्थी अपने अनुक्रमांक, विषय एवं प्रश्नपुस्तिका की सीरीज का विवरण यथास्थान सही- सही भरें, अन्यथा मूल्यांकन में किसी भी प्रकार की विसंगति की दशा में उसकी जिम्मेदारी स्वयं परीक्षार्थी की होगी।
 2. इस प्रश्नपुस्तिका में 100 प्रश्न हैं, जिनमें से केवल 75 प्रश्नों के उत्तर परीक्षार्थियों द्वारा दिये जाने हैं। प्रत्येक प्रश्न के चार वैकल्पिक उत्तर प्रश्न के नीचे दिये गये हैं। इन चारों में से केवल एक ही उत्तर सही है। जिस उत्तर को आप सही या सबसे उचित समझते हैं, अपने उत्तर पत्रक (O.M.R. ANSWER SHEET) में उसके अक्षर वाले वृत्त को काले या नीले बाल प्वाइंट पेन से पूरा भर दें। यदि किसी परीक्षार्थी द्वारा निर्धारित प्रश्नों से अधिक प्रश्नों के उत्तर दिये जाते हैं तो उसके द्वारा हल किये गये प्रथमतः यथा निर्दिष्ट प्रश्नोत्तरों का ही मूल्यांकन किया जायेगा।
 3. प्रत्येक प्रश्न के अंक समान हैं। आप के जितने उत्तर सही होंगे, उन्हीं के अनुसार अंक प्रदान किये जायेंगे।
 4. सभी उत्तर केवल ओ०एम०आर० उत्तर पत्रक (O.M.R. ANSWER SHEET) पर ही दिये जाने हैं। उत्तर पत्रक में निर्धारित स्थान के अलावा अन्यत्र कहीं पर दिया गया उत्तर मान्य नहीं होगा।
 5. ओ०एम०आर० उत्तर पत्रक (O.M.R. ANSWER SHEET) पर कुछ भी लिखने से पूर्व उसमें दिये गये सभी अनुदेशों को सावधानीपूर्वक पढ़ लिया जाय।
 6. परीक्षा समाप्ति के उपरान्त परीक्षार्थी कक्ष निरीक्षक को अपनी प्रश्नपुस्तिका बुकलेट एवं ओ०एम०आर० शीट पृथक-पृथक उपलब्ध कराने के बाद ही परीक्षा कक्ष से प्रस्थान करें।
 7. निगेटिव मार्किंग नहीं है।
- महत्वपूर्ण : -** प्रश्नपुस्तिका खोलने पर प्रथमतः जाँच कर देख लें कि प्रश्नपुस्तिका के सभी पृष्ठ भलीभाँति छपे हुए हैं। यदि प्रश्नपुस्तिका में कोई कमी हो, तो कक्ष निरीक्षक को दिखाकर उसी सीरीज की दूसरी प्रश्नपुस्तिका प्राप्त कर लें।

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SEAL
CEAI

Rough Work / रफ कार्य

1. An agreement not enforceable by law is said to be void according to of the Indian contract Act.
(A) Sec 2(a)
(B) Sec 2(g)
(C) Sec 2(b)
(D) None of the above
2. Promise is defined in of the Indian contract Act :
(A) 2(a)
(B) 2(b)
(C) 2(c)
(D) None of the above
3. Agreement is defined in of the Indian contract Act :
(A) 2(e)
(B) 2(a)
(C) 2(c)
(D) None of the above
4. Where no application is made and no time is specified for performance of promise. There the agreement be performed with in :
(A) 3 years
(B) 2 years
(C) One year
(D) Reasonable time
5. Right of unpaid seller under section 47 is :
(A) Right to stoppage in transit
(B) Right of lien
(C) Right to
(D) None of the above

6. The drawee of a cheque is always a :
- (A) Company
 - (B) Payee
 - (C) Debtor
 - (D) Banker
7. The maker of a bill of exchange or cheque is called :
- (A) Holder
 - (B) Drawer
 - (C) Drawee
 - (D) Payee
8. On the retirement of a partner, the firm :
- (A) Ceases to exist
 - (B) Continues to exist
 - (C) Depends
 - (D) None of the above
9. A minor can :
- (A) Inspect the books of accounts and other books
 - (B) Inspect the book of accounts not other books and papers
 - (C) Cannot inspect the book of accounts
 - (D) None of the above
10. An agent can be appointed by :
- (A) A minor of sound mind
 - (B) Any person of sound mind
 - (C) A major of sound mind
 - (D) Any major of sound or unsound mind

11. As per Section 5 of the Indian Partnership Act, the relationship of partnership is created by :
- (A) Status
 - (B) Contract
 - (C) Statute
 - (D) None of the above
12. State which of the statements is true ?
- (A) Partner is an agent of the firm
 - (B) Partner is owner of the firm
 - (C) Partner is director of the firm
 - (D) None of the above
13. Right of Indemnity Holder is specified in :
- (A) Section 126
 - (B) Section 125
 - (C) Section 124
 - (D) Section 123
14. Which of the following sections of the sale of Goods Act, 1930 deals with implied conditions and warranties ?
- (A) Sections 13 to 16
 - (B) Sections 14 to 17
 - (C) Sections 15 to 18
 - (D) Sections 16 to 18
15. The money consideration for a sale of goods is called :
- (A) Purchase money
 - (B) Price
 - (C) Value
 - (D) None of the above

16. Which of the following Section of the Sale of Goods Act, 1930 defines the term "Goods" ?
- (A) Section 2(7)
 - (B) Section 2(4)
 - (C) Section 2(5)
 - (D) Section 2(9)
17. As per Section 182 of the Contract Act, an agent is one :
- (A) Who is employed by another
 - (B) To do any act for another
 - (C) To represent another in dealing with third person
 - (D) All of the above
18. According to Section 71 of the Contract Act, a person who finds goods belonging to another and takes them into his custody, is subject to the same responsibility as a :
- (A) Bailee
 - (B) Bailor
 - (C) Surety
 - (D) Pawnor
19. Lien means :
- (A) A charge
 - (B) A particular status
 - (C) A guarantee
 - (D) A legal claim to hold property as security
20. If the goods are lent free to the bailee for his use it is known as :
- (A) Commodation
 - (B) Gratuitous Bailment
 - (C) Non-Gratuitous Bailment
 - (D) Deposition

21. Bailment is defined under Section of Indian Contract Act, 1872.
- (A) 144
 - (B) 146
 - (C) 148
 - (D) 149
22. A Contract of Guarantee is a agreement.
- (A) Bipartite agreement
 - (B) Tripartite agreement
 - (C) Either (A) or (B)
 - (D) None of these
23. Section..... of Indian Contract Act defines a contract of Indemnity.
- (A) Section 127
 - (B) Section 124
 - (C) Section 125
 - (D) Section 130
24. What is the penalty for submission of false particulars to the Registrar of Firms :
- (A) He shall be punishable with imprisonment which may extend to three months, or with fine, or with both
 - (B) He shall be punishable with imprisonment which may extend to four months, or with fine, or with both
 - (C) He shall be punishable with imprisonment which may extend to two months, or with fine, or with both
 - (D) He shall be punishable with imprisonment which may extend to one months, of with fine, or with both

25. The State Government may appoint Registrars of Firms for the purposes of this Act, every Registrar shall be deemed :
- (A) To be a Central Government Servant
 - (B) To be a public servant within the meaning of section 21 of the Indian Penal Code
 - (C) To be State Government Servant
 - (D) To be a private servant
26. What are the right of partners after dissolution :
- (A) To have the surplus distributed among the partners or their representatives according to their rights
 - (B) To have business wound up after dissolution
 - (C) To have the property of the firm applied in payment of the debts and liabilities of the firm
 - (D) All of the above
27. What information shall be given to the Registrar of Firms by a registered partnership firm :
- (A) New opening/closing of the existing branch, if any
 - (B) Change in the name of and address of the partner (s) change in the constitution of the firm
 - (C) There is change in the name of the firm or in location of the principal place of business
 - (D) All of the above
28. The modes by which a firm may be dissolved are :
- (A) By Mutual agreement
 - (B) Compulsory Dissolution
 - (C) By notice
 - (D) All of the above

29. Dissolution of the firm means :
- (A) Business of the firms ends
 - (B) Assets sold
 - (C) Liabilities paid
 - (D) All of the options
30. Which types of partnership have no agreement in terms of the duration of partnership ?
- (A) Partnership-at-will
 - (B) Limited partnership
 - (C) General partnership
 - (D) Particular partnership
31. In absence of a partnership agreement, what will be the percentage of profit sharing ratio between the partners ?
- (A) Unequal
 - (B) Equal
 - (C) It will depend on the experience of a partner
 - (D) It will depend on a partner's capital
32. What type of agreement is used to form a partnership business ?
- (A) Written agreement
 - (B) Oral agreement
 - (C) Written or oral agreement
 - (D) None of them
33. To start a partnership business, what should be the minimum number of partners ?
- (A) 2
 - (B) 10
 - (C) 4
 - (D) 20

34. In partnership, partners liabilities are :
- (A) Unlimited
 - (B) Limited to the capital of the business
 - (C) Limited
 - (D) Both (A) and (C)
35. cheque cannot be paid across the counter.
- (A) Stale
 - (B) Mutilated
 - (C) Crossed
 - (D) Bearer
36. A person committing an offence u/s 138 shall be punished with for a term of imprisonment which may extend to :
- (A) 6 months
 - (B) 1 year
 - (C) 2 years
 - (D) 3 years
37. When does the offence u/s 138 of the Negotiable Instruments Act, complete ?
- (A) When the drawer fails to pay the cheque amount within 15 days of the notice by the holder
 - (B) When information regarding dishonour is received by the holder from the bank
 - (C) When notice of dishonour is received by the drawer
 - (D) When the cheque is dishonoured
38. The person who is directed to pay a bill of exchange is called :
- (A) Holder
 - (B) Drawer
 - (C) Drawee
 - (D) Payee

39. promissory note is defined u/s of the Negotiable Instruments Act, 1881.
- (A) 4
 - (B) 5
 - (C) 7
 - (D) 8
40. The Negotiable Instruments Act came into force on :
- (A) 9th Dec 1881
 - (B) 1st March 1882
 - (C) 9th Dec 1882
 - (D) 1st April 1881
41. Which of the following is a ground for dissolution u/s 44 of the Indian Partnership Act, 1932 ?
- (A) Misconduct
 - (B) Permanent incapacity
 - (C) Unsoundness of mind
 - (D) All of the above
42. When a minor becomes a partner, his personal liability commences from :
- (A) The date of his first admission
 - (B) The date of majority
 - (C) The date fixed by all the partners
 - (D) Any one of the above
43. Where the partnership is at will a partner can retire any time :
- (A) By consent
 - (B) By agreement
 - (C) By notice
 - (D) All of the above

44. means no one gives what they do not have.
- (A) Caveat emptor
 - (B) Caveat venditor
 - (C) Nemo dat quod non habet
 - (D) None of the above
45. is a mercantile agent who guarantees the performance of the contract by the third person on the payment of some extra commission.
- (A) Broker
 - (B) Factor
 - (C) Auctioneer
 - (D) Del credere agent
46. is an agent who sells goods or other property by auction.
- (A) Del credere agent
 - (B) Auctioneer
 - (C) Factor
 - (D) Broker
47. Which of the following is not an example of bailment ?
- (A) Giving clothes for dry-cleaning
 - (B) Keeping property in mortgage
 - (C) Giving clothes for tailoring
 - (D) Giving book for reading
48. An example of bailment without a contract is :
- (A) Giving a vehicle in a workshop for repair
 - (B) Giving something in courier
 - (C) Finder of the lost goods
 - (D) None of these

49. In a contract of guarantee, the liability of surety is :
- (A) Primary
 - (B) Collateral and secondary
 - (C) Does not arise
 - (D) None of the above
50. Which one of the following is not a party to a contract of guarantee ?
- (A) Principal Debtor
 - (B) Creditor
 - (C) Surety
 - (D) Pawnor
51. A promissory note is made by :
- (A) Creditor
 - (B) Debtor
 - (C) Holder
 - (D) Drawee
52. The offence u/s 138 of the Negotiable Instruments Act is :
- (A) Non-cognizable and bailable
 - (B) Cognizable and bailable
 - (C) Non-cognizable and non-bailable
 - (D) None of the above
53. A post dated cheque is only a when it is written or drawn, it becomes a cheque when it is payable on demand.
- (A) Promissory Note
 - (B) Bill of Exchange
 - (C) Draft
 - (D) None of the above

54. Which of the following courts has the jurisdiction for trying an offence punishable under section 138 of the Negotiable Instruments Act, 1881 ?
- (A) Judicial Magistrate of Second Class
 - (B) Judicial Magistrate of First Class
 - (C) Chief judicial Magistrate
 - (D) None of the above
55. Partnership is a subject in the :
- (A) Union List
 - (B) State List
 - (C) Concurrent List
 - (D) None of the above
56. Who have entered into partnership with one another are collectively called as :
- (A) Partners
 - (B) Directors
 - (C) Firm
 - (D) None of the above
57. The term "Partnership" is defined in Section of the Indian partnership act, 1932.
- (A) 2
 - (B) 3
 - (C) 4
 - (D) 5
58. A breach of condition may be treated as a breach of warranty. The statement is :
- (A) True
 - (B) False
 - (C) Depends
 - (D) None of the above

59. Seller means a person :
- (A) Who sells
 - (B) Who agrees to sell
 - (C) Both of the above
 - (D) None of the above
60. Bailment means :
- (A) The goods delivered to be returned by way of an equivalent in other commodities
 - (B) The goods delivered to be returned by way of an equivalent in money
 - (C) The goods is delivered by one person to another for some purpose to be specifically returned or otherwise disposed of as per the order of the bailor
 - (D) All of these
61. Surety is a person who :
- (A) Who gives the guarantee
 - (B) To whom the guarantee is given
 - (C) In respect of whose default the guarantee is given
 - (D) None of the above
62. An auction sale is complete on the ____.
- (A) Delivery of goods
 - (B) Payment of price
 - (C) Fall of hammer
 - (D) None of the above
63. Rights of unpaid seller against the buyer includes :
- (A) Suit for price
 - (B) Suit for Damages
 - (C) Suit for interest
 - (D) All of the above

64. A bailee fails to return the goods according to the bailers direction. He takes reasonable care of the goods but still the goods are lost. The loss will fall on ____.
- (A) The bailee
 - (B) The bailer
 - (C) On both of them
 - (D) Neither of them
65. In a sale, the property in goods ____.
- (A) Is transferred to the buyer
 - (B) Maybe transferred at a future time
 - (C) Is transferred when the buyer pays the price
 - (D) Is transferred when goods are delivered to the buyer
66. The term property as used in the sale of Goods Act, 1930 means ____.
- (A) Possession
 - (B) Ownership
 - (C) Ownership and possession both
 - (D) The subject matter of contract of sale
67. In the case of breach of a warranty, the buyers can ____.
- (A) Repudiate the contract
 - (B) Claim damage only
 - (C) Refuses to pay the price
 - (D) Refuses ot take the delivery of the goods
68. The right of lien excised by an unpaid seller is to ____.
- (A) Retain possession
 - (B) Regain possession
 - (C) Recovery price and other charges
 - (D) Damages

69. An unpaid seller can exercise the right of stoppage in transit when the carrier holds the goods _____.
(A) As seller's agent
(B) As buyer's agent
(C) As agent of both of them
(D) In his own name
70. An unpaid seller has not given notice of resale to the buyer. On the resale there is a loss _____.
(A) The unpaid seller can recover it from the buyer
(B) The unpaid seller cannot recover it from the buyer
(C) The buyer can recover it from an unpaid seller
(D) The buyer must compensate the unpaid seller
71. Meaning of unpaid seller is :
(A) The person who has not paid the price
(B) The person who has sold the goods and received the price
(C) The person who has sold the goods and has not yet received the price
(D) The person who has not sold the goods
72. cannot be a subject matter of sale of goods.
(A) Gas
(B) Electricity
(C) Money
(D) All of the above
73. Which of the below said is not included in goods as per sale of goods Act 1930 :
(A) Forming part of the land
(B) Stocks
(C) Actionable claims
(D) Crop

74. A sale is said to be completed when is transferred from one party to the other party.
- (A) Money
 - (B) Goods
 - (C) Interest
 - (D) Ownership
75. In Agreement to sell the transfer of property in goods from the seller to the buyer takes place :
- (A) At the end of contract
 - (B) Immediately
 - (C) In a future Date
 - (D) Both (B) & (C)
76. In sale the transfer of property in goods from the seller to the buyer takes place :
- (A) At the end of contract
 - (B) Immediately
 - (C) In a future Date
 - (D) Both (A) & (B)
77. The sale of goods Act deals only with goods which are _____ in nature.
- (A) Immovable
 - (B) Movable
 - (C) Specific
 - (D) All of the above
78. _____ is a Stipulation which is collateral to purpose of contract.
- (A) Condition
 - (B) Warranty
 - (C) Guaranty
 - (D) Collateral Contract

79. _____ is the concept of "LET THE BUYER BEWARE".
- (A) Information Center
 - (B) B. Unfair Trade Practices
 - (C) Caveat Emptor
 - (D) Buyer kingdom
80. Condition is a stipulation which is :
- (A) Essential to the main purpose of contract
 - (B) Collateral to the main purpose of contract
 - (C) Not essential to the main purpose of contract
 - (D) Collateral to the main purpose of contract
81. Life insurance contract is an indemnity contract in India :
- (A) No
 - (B) Yes
 - (C) Limited
 - (D) None of the above
82. A contract to perform the promise, or discharge the liability of a third person in case of his default is called as :
- (A) Contract of indemnity
 - (B) Contract of guarantee
 - (C) Contract of Warranty
 - (D) None of the above
83. A contract of sale may by _____.
- (A) Absolute only
 - (B) Condition only
 - (C) Absolute and conditional
 - (D) Indemnity

84. The consideration in case of contract of Agency :
- (A) Need not be adequate
 - (B) Need not be real
 - (C) Not Mandatory
 - (D) Can be present, past, future
85. In pledge bailor is called :
- (A) Pawnor
 - (B) Pawnee
 - (C) Receiver
 - (D) Both (A) and (B)
86. Essential elements of bailment include :
- (A) A bailment is usually created by agreement between the bailor and the bailee
 - (B) A bailment involves delivery of goods by bailor to bailee
 - (C) The delivery of goods from bailor to bailee must be for some purpose such as personal service
 - (D) All of the above
87. Quantum meruit literally means
- (A) As much as no work done
 - (B) As much as is credited
 - (C) As much as is merited
 - (D) None of the above
88. An agreement to remain unmarried is :
- (A) Unenforceable
 - (B) Void
 - (C) Voidable
 - (D) Valid

89. Rescission of contract means :
- (A) Minor changes
 - (B) Alteration of terms
 - (C) Both (A) & (B)
 - (D) Cancellation of contract with the consent of both Parties
90. Contract is made without any intention of parties :
- (A) Executory contract
 - (B) Quasi contract
 - (C) Implied contract
 - (D) Express contract
91. A contract with or by a minor is a :
- (A) Valid contract
 - (B) Void contract
 - (C) Voidable contract
 - (D) Voidable at the option of either party
92. Which contract depends upon happening or non-happening of future uncertain event?
- (A) Voidable contract
 - (B) Void agreement
 - (C) Wagering agreement
 - (D) Contingent contract
93. An agreement enforceable by law at the instance of one party & not of other party under section 2(i) is called :
- (A) Void contract
 - (B) Voidable contract
 - (C) Neither (A) or (B)
 - (D) None of the above

94. Under section 2(c) promisor is the :
(A) Person who makes the proposal
(B) Person who accepts the proposal
(C) Person who makes the promise
(D) Person to whom the proposal is made
95. Consent is set to be free when it is not caused by :
(A) Coercion
(B) Undue influence
(C) Fraud or misrepresentation
(D) All of the above
96. A lunatic person means :
(A) Alien enemy
(B) Person disqualified by law
(C) Person of unsound mind
(D) Insolvent person
97. An offer made without any words spoken or written is :
(A) Counter offer
(B) Implied offer
(C) Cross offer
(D) Special offer
98. Goods displayed in a shop with a price tag is an :
(A) Offer
(B) Invitation to an offer
(C) Counter offer
(D) None of the above

99. Which is correct :

- (A) Proposal + acceptance = promise
- (B) Promise + consideration = agreement
- (C) Agreement + enforceability = contract
- (D) All of the above

100. Agreement becomes a contract when :

- (A) There is some consideration for it
- (B) Parties are competent to contract
- (C) Their consent is free and their object is lawful
- (D) All of the above

DO NOT OPEN THE QUESTION BOOKLET UNTIL ASKED TO DO SO

1. Examinee should enter his / her roll number, subject and Question Booklet Series correctly in the O.M.R. sheet, the examinee will be responsible for the error he / she has made.
2. **This Question Booklet contains 100 questions, out of which only 75 Question are to be Answered by the examinee. Every question has 4 options and only one of them is correct. The answer which seems correct to you, darken that option number in your Answer Booklet (O.M.R ANSWER SHEET) completely with black or blue ball point pen. If any examinee will mark more than one answer of a particular question, then the first most option will be considered valid.**
3. Every question has same marks. Every question you attempt correctly, marks will be given according to that.
4. Every answer should be marked only on Answer Booklet (O.M.R ANSWER SHEET). Answer marked anywhere else other than the determined place will not be considered valid.
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