

LOYOLA COLLEGE (AUTONOMOUS), CHENNAI – 600 034**B.Com. DEGREE EXAMINATION – HONOURS****FIRST SEMESTER – APRIL 2023****UBH 1502 – CORPORATE AND BUSINESS LAW - I**

Date: 02-05-2023

Dept. No.

Max. : 100 Marks

Time: 09:00 AM - 12:00 NOON

SECTION A**Answer ALL the Questions**

1. Multiple Choice Questions (5 x 1 = 5 Marks)			
a)	A party entitled to claim compensation in proportion to the work done by him can file a suit for a) damages b) injunction c) quantum meruit d) none of these.	K1	CO1
b)	'A is forced to sign a promissory note at the point of a pistol.' This is an example of a) Error in causa b) Error in consensus c) Free consent d) None of the above	K1	CO1
c)	A contract is not discharged on the ground of supervening impossibility on the: a) destruction of subject matter b) death c) change in law d) failure of one of the objects	K1	CO1
d)	Which of the following are considered necessities as to minor is concerned: a) Watch b) Education Books c) Bicycle d) All of the above	K1	CO1
e)	A revokes his proposal to B by telegram. The revocation is complete as against A a) When the telegram is dispatched b) When B receives the telegram c) When B confirms d) When A receives confirmation from B	K1	CO1
2. Fill in the blanks (5 x 1 = 5 Marks)			
a)	A contract, which ceases to be enforceable by law becomes void when it ceases to be enforceable, is known as _____.	K1	CO1
b)	Section 65 provides for _____ in case agreements discovered to be void does not apply to a minor.	K1	CO1
c)	The claim of minors' liability for necessities arises out of a _____.	K1	CO1
d)	A buys an article from B thinking that it is worth Rs. 1000 when it is worth only Rs. 50. Such a contract formed is _____.	K1	CO1
e)	Damages are of _____ compensations.	K1	CO1

3.	Match the following	(5 x 1 = 5 Marks)	
a)	Contact -quid pro quo	K2	CO1
b)	Consideration -Sec 2(h)	K2	CO1
c)	Void agreement -Sec 15	K2	CO1
d)	Coercion - Sec 16	K2	CO1
e)	Undue influence - Sec 2(g)	K2	CO1
4.	True or False	(5 x 1 = 5 Marks)	
a)	A void contract is one which is void ab initio.	K2	CO1
b)	No consideration is necessary to create an agency.	K2	CO1
c)	An alien friend can acquire property in an Indian ship.	K2	CO1
d)	Nominal damages are awarded if there is no breach of contract.	K2	CO1
e)	Outbreak of war is not an excuse for non-performance of a contract.	K2	CO1

SECTION B

Answer any TWO of the following in 100 words (2 x 10 = 20 Marks)

5.	Demonstrate the rights and obligations of a finder of goods	K3	CO2
6.	“A stranger to a contract cannot sue”. State the exceptions to this rule.	K3	CO2
7.	Interpret the meaning of a contingent contract. What are the rules relating to contingent contracts?	K3	CO2
8.	Illustrate and discover the effect of mistake on contracts	K3	CO2

SECTION C

Answer any TWO of the following in 100 words (2 x 10 = 20 Marks)

9.	"Impossibility of performance is, as a rule, not an excuse for non-performance of a contract". -Discuss.	K4	CO3
10.	A supplied rice and wheat to the wife and children of B who is a lunatic. B has assets worth one lakh of rupees, (a) On non-payment, can A proceed against the assets of B? (b) Would your answer be the same, if B instead of being a lunatic, were a minor?	K4	CO3
11.	Analysis the statement “A contract without consideration is void”.	K4	CO3
12.	If A sends an offer to B for purchase of A's house on 12.9.2000 for Rs.1crore and B sends his reply to purchase the property for Rs. 75 lakhs on 23.9.2000: <ul style="list-style-type: none"> ● When can A revoke his offer? ● What does B's response amount to? ● If B is willing to purchase the property at Rs. 1 crore and B's communication reaches A on 25.9.2000, until when can B revoke his acceptance? 	K4	CO3

SECTION D

Answer any ONE of the following in 250 words

(1 x 20 = 20 Marks)

13.	Summarize the doctrine of public policy? Evaluate the agreements which are opposed to public policy?	K5	CO4
14.	Elucidate the discharge of contract.	K5	CO4

SECTION E

Answer any ONE of the following in 250 words

(1 x 20 = 20 Marks)

15.	“All contracts are agreements, but all agreements are not contracts” – Discuss the statement explaining the essential elements of a valid contract with illustrations.	K6	CO5
16.	<p>Grandma P takes the help of her nephew J to sell her land. She wants to sell them to C, her good friend from yester years. J tells Grandma P that he has completed his law and is a lawyer who can work out the details for her. J prepares the sale agreement transferring Grandma’s property to C. Grandma P feels happy about this as she trusts his judgment in the transaction. Grandma P bakes him a pie in gratitude. After a few days he approaches C and tells C that he can pay a good price and buy the lands from C and C, who is about 50 years, agrees to this and sells J his lands.</p> <ul style="list-style-type: none">- If J lied to Grandma and did not in fact complete his law, would it have an impact on the transaction between Grandma P and C? Explain your argument if you were Grandma P’s lawyer. (5 Marks)- If J played a role in the negotiation of price and other terms of the agreement, would it have any impact on his purchase from C? Substantiate your answer with reasons. (5 Marks)- What concept in Contract law does this case refer to? Explain in detail the concept with relevant provisions of the Contract Act, examples and case laws. (10 Marks)	K6	CO5
