

**B.Com. DEGREE (CBCSS) EXAMINATION, NOVEMBER 2010****First Semester****Core Course III—BUSINESS REGULATORY FRAMEWORK**

(Common for B.Com. Model I, B.Com. (Vocational – Model – II) and U.G.C.  
Sponsored B.Com. Programmes)

**Time : Three Hours****Maximum Weight : 25****Section A**

*This section consists of four bunches of four questions each.  
Each bunch carries a weight of 1.  
Answer **all** questions.*

I. Choose the correct answer from the choices given :

1. An agreement created by words spoken or written is called :

- |                        |                         |
|------------------------|-------------------------|
| (a) Void agreement.    | (b) Voidable agreement. |
| (c) Express agreement. | (d) Implied agreement.  |

2. Consideration may be :

- |             |                                |
|-------------|--------------------------------|
| (a) Past.   | (b) Present.                   |
| (c) Future. | (d) Past, Present, and future. |

3. Who is liable for supply of necessities to a minor :

- |                                  |                            |
|----------------------------------|----------------------------|
| (a) Minor.                       | (b) Guardian of the minor. |
| (c) Property or estate of minor. | (d) None of these.         |

4. Contract is void in case of :

- |                      |                        |
|----------------------|------------------------|
| (a) Mistake.         | (b) Fraud.             |
| (c) Undue influence. | (d) Misrepresentation. |

II. State whether the statements are True or False :

5. An agreement to do an impossible work is void.
6. An agreement is restraint of marriage is valid.
7. A contingent contract is valid.
8. All agreements are contracts.

III. Fill in the blanks :

9. A contract of personal nature can be performed by \_\_\_\_\_.

**Turn over**

10. In a contract of indemnity, the number of parties are ———.
11. Banker can exercise ——— lien.
12. Unintentional false statement is ———.
- IV. Answer in a word or phrase :
13. Monetary compensation payable by the defaulting party to the aggrieved party is called ———.
14. Substitution of a new contract in place of the old one is known as ———.
15. A contract which is dependent on something else is known as ———.
16. ——— means 'as much as earned'.

(4 × 1 = 4 weight)

### Section B

*Answer any **five** questions.  
Each question carries 1 weight.  
Each answer not to exceed 8 lines.*

17. What is Voidable contract ?
18. How is an offer revoked ?
19. What is meant by executory consideration ?
20. What do you mean by estoppel ?
21. Who are competent to contract ?
22. Who is a surety ?
23. Who is concealed principal ?
24. What is meant by 'Asymmetric crypto system' ?

(5 × 1 = 5 weight)

### Section C

*Answer any **four** questions.  
Each question carries 2 weights.  
Answer not to exceed two pages.*

25. Distinguish between conditions and warranties.
26. Explain the rights and duties of an agent.
27. Define 'Pledge' and distinguish it from Bailment.
28. Distinguish between general lien and particular lien.
29. Distinguish between 'Coercion' and 'undue influence'.
30. "Consideration need not be adequate" – Explain.

(4 × 2 = 8 weight)



**Section D**

*Answer any **two** questions.  
Each question carries 4 weights.  
Answer not to exceed four pages.*

31. Discuss the duties of 'certifying Authority' under the Information Technology Act, 2000.
32. State and explain the various rights available to an unpaid seller under the Sale of Goods Act, 1930.
33. Explain the essentials of a valid contract.

(2 × 4 = 8 weight)