

TILAK MAHARASHTRA VIDYAPEETH, PUNE

BACHELOR OF BUSINESS ADMINISTRATION (B.B.A.)

EXAMINATION : MAY- 2025

SEMESTER - V

Sub. : Mercantile Law (BBA15- 515)

Date : 31/05/2025

Total Marks : 60

Time: 10.00 am To 12.30 pm

Instructions: 1) All questions are compulsory.
2) Figures to the right indicate full marks.

Q. 1. Choose the most appropriate option. (05)

1. Which of the following is NOT an essential element of a valid contract?
 - a) Free Consent
 - b) Lawful Object
 - c) Adequate Consideration
 - d) Certainty of Meaning
2. Consumer Protection Act is applicable to
 - a)) Immovable goods
 - b) Movable goods
 - c) Specific goods and Services
 - d) All goods and services.
3. Goods as per the Sale of Goods Act, 1930 can be _____
 - a) Existing
 - b) Ascertained
 - c) Unascertained
 - d) All of the above
4. A contract of indemnity is a:
 - a) Contingent Contract
 - b) Quasi-Contract
 - c) Special Contract
 - d) Voidable Contract
5. Caveat Emptor means
 - a) Buyer Be Aware
 - b) Seller Be Aware
 - c) Consumer Be Aware
 - d) None of the above.

Q. 2. State True / False (05)

1. In a sale, the ownership of goods passes immediately upon the formation of the contract.
 - a) True
 - b) False
2. A cheque is a type of bill of exchange.
 - a) True
 - b) False
3. The Consumer Protection Act, 2019, aims to promote and protect the rights of consumers.
 - a) True
 - b) False
4. Registration of a partnership firm is compulsory under the Indian Partnership Act, 1932.
 - a) True
 - b) False
5. A 'holder in due course' of a negotiable instrument always has a better title than a mere 'holder'.
 - a) True
 - b) False

Q. 3. Write Short notes on (Any Three) (15)

1. Quasi-Contracts
2. Rights of an Unpaid Seller against the goods
3. Aims and Objects of the Consumer Protection Act

4. Distinction between Sale and Agreement to Sell
5. Discharge of Contract.

Q. 4. Answer in detail (Any Two) (20)

1. Define 'Free Consent'. Explain the various elements that vitiate free consent under the Indian Contract Act, 1872.
2. Discuss the rights and privileges of a 'Holder in Due Course' of a negotiable instrument. How is a 'Holder in Due Course' different from a 'Holder'?
3. Differentiate between a 'Condition' and a 'Warranty' under the Sale of Goods Act, 1930. Discuss the remedies available for breach of each.

Q. 5. Case study (15)

X threatens his wife Y that he (X) would commit suicide, if she (Y) did not transfer her personal assets to him (X). She (Y) does so under his threat.

Questions :

- 1) What is the remedy available to the wife?
 - 2) Can the wife avoid the Contract?
 - 3) Will the contract will be a valid contract?
-