



Question Booklet Code – **B**

Roll No.

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BUSINESS LAWS — GENERAL

Paper : CC-1.1Chg

Full Marks : 80

[English Version]

The figures in the margin indicate full marks.

Group – A

1×20

1. LLP is a
 - (A) Corporate
 - (B) Body corporate
 - (C) Partnership firm
 - (D) None of these.

2. Partners are not agent of other Partners in _____.
 - (A) Partnership
 - (B) Company
 - (C) LLP
 - (D) All of these.

3. As per Consumer Protection Act, 2019, in district forum, complain value does not exceed _____ rupees.
 - (A) 20 lacs
 - (B) 1 crore
 - (C) 10 lacs
 - (D) 5 crores.

4. As per Consumer Protection Act, 2019, Section 2(8) defined _____.
 - (A) Consumer
 - (B) Consumer dispute
 - (C) Defect
 - (D) Goods.

5. The Sale of Goods Act applies to the
 - (A) Whole of India including Jammu and Kashmir
 - (B) Whole of India excluding Jammu and Kashmir
 - (C) States notified by the central government from time to time
 - (D) States notified by the appropriate government every year.

6. Buyer can file a suit for non-delivery u/s _____ of the Sale of Goods Act, 1930.
 - (A) 57
 - (B) 58
 - (C) 59
 - (D) 60.

7. According to _____, "A contract is an agreement enforceable at Law, made between two or more persons."
- (A) Salmond (B) Pound
(C) Holand (D) Sir William Anson.
8. As per section _____ of the Indian Contract Act, definition of consent has been given.
- (A) 10 (B) 11
(C) 12 (D) 13.
9. Bearer cheques are also known as _____ cheques.
- (A) crossed (B) general
(C) special (D) open.
10. _____ is incomplete in certain respect.
- (A) Bill of exchange (B) Inchoate instrument
(C) Promissory Note (D) None of these.
11. Cases where incompetence to contract arises —
- (A) Minor (B) Person of Unsound mind
(C) Person disqualified by any Law (D) All of these.
12. Which of the following is not an exception to the rule "No consideration, No contract"?
- (A) Natural love and affection (B) Agency
(C) Completed gift (D) Compensation for obligatory services.
13. When counter offer is made, the original offer gets _____.
- (A) valid (B) lapsed
(C) renewed (D) illegal.
14. According to Justice Patterson "_____ means something which is of some value in the eye of law moving from the parties."
- (A) Consent (B) Consideration
(C) Contract (D) Promise.

15. A contract may be discharged by
(A) Performance (B) Mutual agreement
(C) Breach of contract (D) All of these.
16. Pledge is a special kind of
(A) Rule (B) Bailment
(C) Business (D) Product.
17. Registration of Partnership firm is _____.
(A) Optional (B) Compulsory
(C) Prohibited (D) Essential after 3 years.
18. Partnership may be formed by
(A) agreement (B) oral understanding
(C) written deed (D) All of these.
19. In a Limited Liability partnership, highest number of partners is
(A) 200 persons (B) 100 persons
(C) 50 persons (D) no limit has been prescribed under the Act.
20. Name of the LLP to contain the word 'LLP' as _____.
(A) Suffix (B) Prefix
(C) Optional issue (D) Agenda.

Group – B

2×30

1. Under the Sale of Goods Act, 1930, existing goods can be classified into
(A) specific and generic (B) ascertained and unascertained
(C) both (A) and (B) (D) future and contingent.
2. _____ partner is one who contributes to the capital of the firm and has a share in the profit but does not take an active part in the conduct of the firm.
(A) Active (B) Dormant
(C) Nominal (D) Sub-partner.

3. The Designated Partners of the proposed LLP needs to have _____.
- (A) Director Identification Number (B) Digital Signature Certificate
(C) Both (A) and (B) (D) PIN.
4. The LLP is required to file with the LLP registrar
- (A) Annual Statement of Profit and Loss (B) Statement of Solvency
(C) Annual Return (D) All of these.
5. Which of the following statement is not true?
- (A) Agreement = offer + acceptance (B) Contract = agreement + enforceability
(C) All contracts are agreements (D) All agreements are contracts.
6. In case of error in consensus, the agreement is _____.
- (A) void (B) voidable
(C) valid (D) insufficient.
7. The composition of _____ Commission is given in section _____ of Consumer Protection Act, 2019.
- (A) District, 28(2) (B) National, 28(5)
(C) State, 2(15) (D) State, 28(1).
8. Chairperson of State Consumer Protection Council shall be the
- (A) Minister-in-charge of Consumer Affairs in the State Government
(B) Minister-in-charge of Consumer Affairs in the Central Government
(C) Supreme Court Judge
(D) High Court Judge.
9. Under _____ endorsement, endorser expressly gives up some of his rights under negotiable investments.
- (A) Restrictive (B) Partial
(C) Facultative (D) Special.

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10. A negotiable instrument is dishonoured by
- (A) Non-payment (B) Non-acceptance
(C) Endorsement (D) Both of (A) and (B).
11. Asit promises to deliver his watch to Bibek and in returns, Bibek promise to pay ₹ 3000. This is
- (A) an agreement (B) a proposal
(C) an acceptance (D) an offer.
12. A makes a contract with B to assault his business competitor, C. This is an example of
- (A) valid contract (B) illegal contract
(C) voidable contract (D) unenforceable contract.
13. Section 2(44) of Consumer Protection Act, 2019 defined _____ Commission.
- (A) State (B) District
(C) Regional (D) National.
14. As per Section 2(9) of Consumers Protection Act, 2019 provides _____ rights to consumer.
- (A) Five (B) Six
(C) Four (D) Seven.
15. In case of _____ Criminal Act is involved.
- (A) coercion (B) fraud
(C) undue influence (D) (A) and (B).
16. Shiva agreed to marry Isha. Later on Isha died. This agreement of marriage
- (A) becomes void on the death of Isha
(B) is void from the very beginning
(C) is valid as Shiva should now marry Isha's relative
(D) is illegal being forbidden by law.
17. The _____ of Promissory Note has been given in section _____.
- (A) scope, 2 (B) definitions, 4
(C) role, 3 (D) function, 5.

18. Cheque can be of _____ types and crossing of cheques can be of _____ types.
(A) three, two (B) two, two
(C) two, three (D) three, three.
19. In which of the following modes, the contract is not discharged?
(A) by breach of contract (B) by operation of law
(C) by change of management (D) by lapse of time.
20. In case of _____, a new contract comes into existence in place of the old one.
(A) Rescission (B) Novation
(C) Remission (D) Waiver.
21. In the Indian Contract Act, voidable contract is defined in section _____.
(A) 2(h) (B) 2(i)
(C) 2(j) (D) 2(k).
22. Which of the following is not an essential element of valid contract?
(A) Free consent (B) Lawful consideration
(C) Registration of Agreement (D) All of these.
23. According to _____, the relation between persons who agree to carry on a business in common with a view to private gain.
(A) Fredrick Pollock (B) Haney
(C) Kimbell (D) Salmond.
24. Highest number of members in partnership business is
(A) 100 persons (B) 50 persons
(C) 10 persons (D) 20 persons.
25. Section _____ of the Sale of Goods Act, deals with implied conditions and _____.
(A) 14 to 17, warranties (B) 15 to 18, warranties
(C) 16 to 19, contract (D) 16 to 19, consent.

Please Turn Over

26. Rights of unpaid seller —
- (A) against the goods (B) stoppage in transit
(C) re-sale (D) All of these.
27. Rights of Partners —
- (A) to share profits equally (B) to retire
(C) to be indemnified (D) All of these.
28. One of several partners cannot maintain a suit for the recovery of a debt which is due to the partnership, is validated in the case of
- (A) Nash vs. Inman (B) M. Chetty vs. Somasundaram
(C) Garner vs. Murray (D) Mollow March vs. Wards.
29. Which of the following is not a feature of Bailment?
- (A) Delivery (B) Design
(C) Purpose (D) Ownership.
30. In case of gift, _____ passes without any _____.
- (A) possession, consent (B) right, consideration
(C) ownership, consideration (D) ownership, consent.
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