



LOYOLA COLLEGE (AUTONOMOUS), CHENNAI – 600 034

B.Com. DEGREE EXAMINATION – HONOURS

SECOND SEMESTER – APRIL 2022

UBH 2502 – CORPORATE AND BUSINESS LAW - II

Date: 17-06-2022

Dept. No.

Max. : 100 Marks

Time: 01:00 PM - 04:00 PM

SECTION A

Answer ALL the Questions

SECTION A			
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1.	Multiple Choice Questions	(5 x 1 = 5 Marks)	
a)	A contract of indemnity is a _____. a. contingent contract b. wagering contract c. quasi- contract d. void agreement	K1	CO1
b)	Which of the following changes in Bailment a. Possession b. Ownership c. Custody d. All of the above	K1	CO1
c)	P consigns provisions to A at Bangalore with directions to send them immediately to T at Goa, A sells the provisions as he finds out that the provisions will not bear the journey to Goa without getting spoiled. This is agency by a. Holding out b. Necessity c. Estoppel d. Ratification	K1	CO1
d)	The goods are at the risk of the party who has the a. Ownership of the goods b. Possession of the goods c. Custody of the goods d. Both a & c	K1	CO1
e)	The consumer protection act 2019 replaced a. CPA 1927 b. CPA 1986 c. CPA 2003 d. CPA 1873	K1	CO1
2.	Fill in the blanks	(5 x 1 = 5 Marks)	
a)	A guarantee obtained by a creditor by keeping silence as to material circumstance is _____.	K1	CO1
b)	In the contract of bailment the person delivering the goods is called _____.	K1	CO1
c)	An agency agreement can only be terminated by the _____.	K1	CO1
d)	A lien is a right to retain possession of goods until _____ of the price. -	K1	CO1
e)	The full form of CCPA is _____.	K1	CO1

3.	Match the following	(5 x 1 = 5 Marks)	
a)	Contract of agency - Section 126	K2	CO1
b)	Contract of indemnity - Section 182	K2	CO1
c)	Pledge - Section 125	K2	CO1
d)	Bailment - Section 148	K2	CO1
e)	Contract of guaranty - Section 172	K2	CO1
4.	TRUE or FALSE	(5 x 1 = 5 Marks)	
a)	The person who promises to make good the loss is called indemnifier.	K2	CO1
b)	If the bailee, with the consent of the bailor mixes the goods of the bailor with his own goods, the bailor and the bailee shall have an interest in production to their respective shares in the mixture thus produced.	K2	CO1
c)	Consideration is necessary to create a contract of agency.	K2	CO1
d)	The consideration for a contract of sale cannot be partly in money and partly in good.	K2	CO1
e)	There can be more than one district commissions in a district".	K2	CO1
SECTION B			
Answer any TWO of the following in 100 words		(2 x 10 = 20 Marks)	
5.	Differentiate between a) indemnity and guarantee and b) bailment and pledge	K3	CO2
6.	Discuss the rights and duties of the bailor and bailee	K3	CO2
7.	Summarize the rights and duties of the buyer	K3	CO2
8.	Write about the various ways in which consumers are exploited in this 21st century.	K3	CO2
SECTION C			
Answer any TWO of the following in 100 words		(2 x 10 = 20 Marks)	
9.	Analyse the statement "Sale by non-owner"- Explain any exceptions to this statement.	K4	CO3
10.	Classify differences between sale and agreement to sell with Examples.	K4	CO3
11.	Compare the rights and duties of pawnor and pawnee.	K4	CO3
12.	How will you Correlate the concepts under sale of goods act, consumer protection act and contract act?	K4	CO3
SECTION D			
Answer any ONE of the following in 250 words		(1 x 20 = 20 Marks)	
13.	Comment on the different modes of termination of agency.	K5	CO4
14.	Critically analyze rights vested with an unpaid seller.	K5	CO4

SECTION E

Answer any ONE of the following in 250 words

(1 x 20 = 20 Marks)

15.	<p>Prashanth purchased meat from Pinto a butcher. Prashanth's family consumed the meat and suffered illness as it was unfit for human consumption. Prashanth filed a complaint against Pinto to recover damages of Rs. 1,00,000 towards medical expenses and an additional claim of Rs 20,000 towards mental trauma for his whole family.</p> <p style="margin-left: 40px;">a. Where should he have filed this complaint? (2 mark)</p> <p style="margin-left: 40px;">b. Prashanth is a vegetarian, yet he filed the complaint in his name on behalf of his family. Is this allowed? How? (2 mark)</p> <p style="margin-left: 40px;">c. What are the arguments for Prashant to win his case? Describe your arguments using any principles applicable and concepts from Sale of Goods and Consumer Protection. (8 marks)</p> <p style="margin-left: 40px;">d. What are the defences available for the butcher? Describe your arguments using any principles applicable and concepts from Sale of Goods and Consumer Protection Acts. (8 marks)</p>	K6	CO5
16.	<p>A walks into a store. He likes a lantern due to its aesthetic value. The shopkeeper says it is not meant to be lit and is only a display piece. A buys the lamp. He notices later that there is a crack in the base of the lamp. He goes to the store to return it but the owner refuses to take back the piece. Defend A and provide your reasoning for the same based on the principles of contract law, sale of goods and consumer protection.</p>	K6	CO5
