



LOYOLA COLLEGE (AUTONOMOUS), CHENNAI – 600 034

B.Com. DEGREE EXAMINATION – HONOURS

FIRST SEMESTER – NOVEMBER 2022

UBH 1502 – CORPORATE AND BUSINESS LAW - I

Date: 21-11-2022

Dept. No.

Max. : 100 Marks

Time: 01:00 PM - 04:00 PM

SECTION A

Answer ALL the Questions

1. Multiple Choice Questions		(5 x 1 = 5 Marks)	
a)	A and B are both majors. A says to B: “I will sell one of my houses to you for 20 lakhs”. B accepts. This contract is void for: a. Illegal object b. Lack of certainty c. Flaw in capacity to contract d. Lack of free consent	K1	CO1
b)	Consent is free under section 14 if not caused by a. Coercion and undue influence b. Fraud and misrepresentation c. Mistake subject to the provisions of section 20, 21 and 22 d. All the above	K1	CO1
c)	Section 65 provides for _____ in case agreements discovered to be void does not apply to a minor. a. Remuneration b. Restitution c. Compensation d. Subrogation	K1	CO1
d)	Specific performance may be ordered by the court when a. The contract is voidable b. Damages are an adequate remedy c. Damages are not an adequate remedy d. The contract is uncertain	K1	CO1
e)	If a party makes the performance of a contract impossible by his own act due to which the other party is discharged from the furtherance of the contract is called: a. implied repudiation b. express repudiation c. rescission d. alteration	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)	All void agreements are illegal.	K2	CO1
b)	No consideration is necessary to create an agency.	K2	CO1
c)	An agreement with a minor is voidable.	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.	Show time and place of performance of a contract.	K3	CO2
6.	Interpret damage and explain its types?	K3	CO2
7.	Demonstrate (a) Voidable contract (b)Void contract (c) Express contract (d) Executory contract.	K3	CO2
8.	State briefly the law relating to competence of parties to a contract.	K3	CO2

SECTION C

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

9.	'A contract without consideration is void' – What are the exceptions to this rule?	K4	CO3
10.	Interpret misrepresentation? Distinguish it from fraud.	K4	CO3
11.	Enumerate the quasi-contracts dealt with in Sections 68 to 72 of the Indian Contract act.	K4	CO3
12.	Illustrations the provisions of the Indian Contract Act relating to the performance of reciprocal promises.	K4	CO3

SECTION D

Answer any ONE of the following in 250 words (1 x 20 = 20 Marks)

13.	Elucidate in detail the classification of contracts according to validity, formation and performance.	K5	CO4
14.	Compile the doctrine of public policy? Prepare the agreements which are opposed to public policy?	K5	CO4

SECTION E

Answer any ONE of the following in 250 words

(1 x 20 = 20 Marks)

15.	Comment on “An agreement entered with a minor cannot be enforced by law”.	K6	CO5
16.	A contracts with B to buy 100 kgs of California almond. B informs A that he is awaiting a consignment from California, which is scheduled to arrive in 5 days. Both parties agree that A will pay Rs. 50,000 for the 100 kgs. B receives Rs. 20,000 as advance payment. Due to a hurricane, the ship capsizes and sinks. - What happens to the contract between A and B? (5 Marks) - Can A file a suit against B for not delivering the almonds? What is B’s defence? .(5 Marks) - Should B return the Rs. 20,000 to A? What principle applies here? (5 Marks) - Mention the ways in which a contract may be discharged. (5 Marks)	K6	CO5

#####