

AMITY SCHOOL OF DISTANCE LEARNING
Post Box No. 503, Sector 44,
Noida 201 303

BUSINESS LAWS (ADL-12)

ASSIGNMENTS

Subject Name & Code : **Business Laws (ADL-12)**

Study Centre :

Enroll No. :

Term/Semester : Jan/ July

Date :

ASSIGNMENT INSTRUCTION

Total weightage given to these assignments in over all evaluation is 30%. (40% when no PCP*)

1. All assignments are to be completed preferably in your own hand writing.
2. All questions are required to be attempted.
3. Three assignments i.e **A, B & C** are to be answered. **Assignments A will carry Five subjective questions (10 marks). Assignment B will carry three subjective questions with a Case Study (10 marks) and Assignment C will carry Forty objective type questions (10 marks)**
4. All the three assignments are to be completed by 15 May and 30 November and mailed / given by hand for evaluation at the ASoDL office Noida / your Study Centre.
5. The evaluated assignments can be collected from your study center / ASoDL Office after Eight weeks. These will be destroyed at the end of each semester if not collected.

Pledge

“ I declare on my honour that I have neither copied these assignments nor downloaded through any other source, I further declare that this is totally my own effort”.

Signature : _____

Name : _____

Date : _____

(√) Tick mark in front of the assignments submitted

Assignment “A”	Assignment “B”	Assignment “C”
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*** Assignment A & B – each 15 marks**
Assignment C-10 marks

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ASSIGNMENT – A

Total Marks: 10

NOTE: Answer all Questions. Credit will be given for conciseness, relevance, illustrations and quotation of applicable law.

- 1 . Define ‘Contract’ and state its characteristics.
- 2 . What do you mean by ‘goods’? State its kinds as given in Sale of Goods Act, 1930
- 3 . State the procedure of incorporation of a company. What are the advantages of incorporation?
- 4 . Define Promissory Note and distinguish it with Bills of Exchange.
- 5 . Who is ‘consumer’ under Consumer Protection Act, 1986? What is pecuniary jurisdiction of District Forum, State Commission and National Commission?

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ASSIGNMENT – B

Total Marks: 10

NOTE: Answer all Questions. Credit will be given for conciseness, relevance, illustrations and quotation of applicable law.

- 1 . Define ‘Arbitration’. What are requirements of Arbitration Agreement?
- 2 . State characteristics of Life Insurance contract and Marine Insurance contract.
- 3 . State the provisions of Negotiable Instrument Act, 1881 on “Consequences of dishonour of cheque on ground of ‘Insufficiency of fund’ ”.
- 4 . Case study. Please read the case study and answer the questions given at the end.

CASE STUDY

A proposed to B for purchase of a particular machinery at a price of Rs. 1 crore under the scheme of self-employment. B was willing to sell the item @ cost of Rs. 1.10 crore but not 1 crore. A agreed to buy @ Rs. 1.10 crore. But the machinery supplied by B was not as per the agreed description and was defected also. A refused to accept delivery of the machinery. A suffered a loss of Rs. 21 lakh due to breach of contract by B.

Questions:

1. In this case who is proposer and who is acceptor?
2. Who is Promisor and who is Promisee?
3. Under Consumer Protection Act, 1986 where should A make complaint against B for claiming Rs. 21 lakh – District Forum, State Commission or National Commission?
4. What is limitation period under C. P. Act for filing complaint?
5. What remedy is available to A under Indian Contract Act, 1872?
6. What remedy is available to A under Sale of Goods Act, 1930?

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ASSIGNMENT – C

Total Marks: 10

OBJECTIVE TYPE QUESTIONS

Tick Marks (✓) the most appropriate answer.

1. (a) Agreement enforceable by law is avoid.
(b) Agreement enforceable by law is contract.
(c) Agreement enforceable by law is voidable contract.
(d) Every agreement is a contract.

2. When proposal is accepted what becomes promise:
(a) Contract
(b) Acceptance
(c) Proposal
(d) Consideration

3. (a) Proposer is Promisee.
(b) Acceptor is neither promisor nor promise.
(c) Acceptor is promisor.
(d) Proposer is promisor.

4. What amounts to acceptance:
(a) When the person to whom proposal is made signifies assent
(b) Signifies objection
(c) Signifies rejection
(d) Signifies modification

5. Who is not competent to contract?
(a) Major
(b) Person of sound mind
(c) Not lunatic
(d) Minor

6. Consent is free if obtained by:
(a) Fraud
(b) Coercion
(c) Misrepresentation
(d) Mistake of law

7. If a party to contract commits breach, other is entitled to:
(a) damages
(b) goods

- (c) no damages
 - (d) no compensation
8. (a) Agreement without consideration is valid.
(b) Agreement without consideration is void.
(c) Agreement without consideration is voidable contract.
(d) Agreement without consideration is contract.
9. (a) All agreements are contracts.
(b) All agreements are voidable contracts.
(c) All agreements are void.
(d) All contracts are agreements.
10. (a) For contract acceptance may be conditional.
(b) For contract acceptance may be provisional.
(c) For contract acceptance may be contingent.
(d) For contract acceptance must be absolute.
11. Goods means:
(a) Movable and immovable property both.
(b) Immovable property only.
(c) Movable property only.
(d) Actionable claim.
12. What is goods?
(a) Money
(b) Building
(c) Theatre
(d) Share
13. Which is not goods?
(a) Land
(b) Share stocks
(c) Trees separated from land
(d) Ball
14. Sale means:
(a) transfer of ownership
(b) transfer of ownership in future
(c) transfer of possession
(d) payment of price
15. Stipulation with reference to goods may be:
(a) condition only
(b) warranty only
(c) condition and warranty
(d) none of the above
16. Which is not kinds of goods under Sale of Goods Act?

- (a) existing goods
 - (b) hazardous goods
 - (c) specific goods
 - (d) future goods
- 17 . Unpaid seller can not:
- (a) claim price
 - (b) exercise right of lien
 - (c) stop his goods in transit
 - (d) ask arrest of buyer
- 18 . 'One cannot transfer to other a title better than he has'. This rule is provided in:
- (a) Section 23 of Sale of Goods Act
 - (b) Section 25 of Sale of Goods Act
 - (c) Section 27 of Sale of Goods Act
 - (d) Section 31 of Sale of Goods Act
- 19 . Ownership may pass immediately to buyer if goods are:
- (a) specific
 - (b) unascertained
 - (c) future
 - (d) non existing goods
- 20 .
- (a) P/N is an order to pay money.
 - (b) P/N is a request to pay money.
 - (c) P/N is a promise to pay money.
 - (d) P/N is a promise and an order both to pay money.
- 21 . The pecuniary jurisdiction of the District forum is:
- (a) Rs. 5 lakh
 - (b) Rs. 10 lakh
 - (c) Rs. 20 lakh
 - (d) Rs. 50 lakh
- 22 . The pecuniary jurisdiction of National Commission is:
- (a) above Rs. 50 lakh
 - (b) above Rs. 20 lakh
 - (c) above Rs. 2 crore
 - (d) above Rs. 1 crore
- 23 . Appeal from District Forum will lie to:
- (a) State Commission
 - (b) National Commission
 - (c) Supreme Court
 - (d) High Court
- 24 . Appeal from National Commission will lie to:
- (a) High Court
 - (b) Supreme Court

- (c) District Court
 - (d) Local Court
- 25 . Limitation period for filing complaint to Consumer Forum is:
- (a) 1 year
 - (b) 2 years
 - (c) 30 days
 - (d) 60 days
- 26 . Who is not a consumer?
- (a) Person purchasing goods for his own use
 - (b) Person purchasing goods for using in self-employment
 - (c) Person purchasing goods for commercial purpose
 - (d) None of the above
- 27 . Who is a consumer?
- (a) Person receiving goods in free
 - (b) Person getting services without charges
 - (c) Person hiring services
 - (d) Person accepting gifts
- 28 . Arbitration agreement:
- (a) must be oral
 - (b) must be in writing
 - (c) can be oral or writing
 - (d) need not be in writing
- 29 . Arbitration and Conciliation Act 1996 deals with:
- (a) only domestic arbitration
 - (b) only international arbitration
 - (c) both domestic as well as international arbitration
 - (d) none of the above
- 30 . Arbitration Award is:
- (a) decree
 - (b) not a decree
 - (c) required to be converted into decree
 - (d) a decree or not, it depends on the parties
- 31 . Conciliator:
- (a) decides a dispute
 - (b) helps the arbitration to decide the dispute
 - (c) assists the parties to reach settlement
 - (d) helps the court
- 32 . An agent:
- (a) can never appoint sub-agent
 - (b) can appoint sub-agent whenever he likes
 - (c) can not appoint sub-agent without the permission of Principal

- (d) can appoint sub-agent in nature of business so allows
- 33 . In Insurance contract, insurable interest:
- (a) is must
 - (b) is not must
 - (c) may be or may not be
 - (d) should be there if parties require so
- 34 .
- (a) A promissory note can be payable to bearer on demand.
 - (b) A Bills of Exchange can be payable to bearer or demand.
 - (c) A cheque can be payable to bearer on demand
 - (d) None can be payable to bearer or demand.
- 35 . 'Acceptor' is a party:
- (a) only in case of promissory note
 - (b) only in case of cheque
 - (c) only in case of Hundi
 - (d) only in case of bills of exchange
- 36 . Cheque payable to bearer can be negotiated by:
- (a) mere delivery
 - (b) mere endorsement
 - (c) by delivery and endorsement
 - (d) oral agreement
- 37 . A negotiable instrument payable to order can be negotiated by:
- (a) mere delivery
 - (b) mere endorsement
 - (c) endorsement and delivery
 - (d) only by endorsement in full
- 38 . What can be 'crossed'?
- (a) Promissory note
 - (b) Hundi
 - (c) Bills of Exchange
 - (d) Cheque
- 39 . A company is a :
- (a) Legal person
 - (b) Not a legal person
 - (c) A natural person
 - (d) Both legal and natural person
- 40 . A Company becomes legal person:
- (a) without incorporation
 - (b) when incorporated according to provisions of Companies Act
 - (c) when incorporated according to provisions of Cooperative Societies Act
 - (d) by or without incorporation