



Chhatrapati Shahu Ji Maharaj
University, Kanpur

Answer Script Details
Barcode 5527019

Roll No. 23070002068
Total Mark 24/37.50

Exam BACHELOR OF BUSINESS ADMINISTRATION_ODD EX
Subject F010301TB - Bussiness Law

Question wise Mark Summary

Q.No Mark Q.No Mark Q.No Mark Q.No Mark

1A NA/6

1B NA/6

1C 4/6

1D 3/6

1E NA/6

1F NA/6

1G NA/6

1H NA/6

1I NA/6

2 8/12

3 NA/12

4 NA/12

5 NA/12

6 NA/12

7 9/12

8 NA/12

9 NA/12

Chhatrapati Shahu Ji Maharaj University Kanpur, Uttar Pradesh

PART-II

MARKS OBTAINED

Q.	1	2	3	4	5	6	7	8	9	10
(a)										
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(c)										
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Total										
Total Marks in Figures										Max. Marks
Total Marks in Words										



F 0 1 0 3 0 1 7 (B)
Paper Code

Signature of Evaluator

Date of Exam : 23-12-24 Shift : Afternoon/Room No. : Gr-15
 Paper Code : F0103017(B) Subject : Business Law Sem - III
 Name of Candidate : Priyanshu Singh
 Roll No. : 23070002068

Priyanshu
Signature of Candidate

[Signature]
Signature of Investigator

Priyanshu
Signature of Candidate

COE Facsimile

Course : BBA

Session : 2024-25 Year/Semester : III

Subject Name : Business Law

Medium : English Hindi

Paper Code

F 0 1 0 3 0 1 7 (B)

Exam Date

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Name of Candidate

P R I Y A N S H U S I N G H

Father's Name

M R . A S H O K S I N G H

कॉलेज का कोड
College Code

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केंद्र का कोड
Exam Centre Code

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S	●	7	7	7
U	T	8	8	8
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प्रश्न का स्वरूप
Type of Exam

Regular Ex-Student
 In-Student
 Back Paper Exam

ANSWER BOOKLET NO.

5527019

F 0 1 0 3 0 1 7 (B)

Paper Code



उपस्थान संख्या
Enrolment Number

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परीक्षार्थी अंकनामा संख्या
Candidate's Roll Number

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पेपर का कोड
Paper Code

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K	7	7	7	7	7	7	
●	8	8	8	8	8	8	
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Priyanshu
Signature of Candidate

[Signature]
Signature of Investigator

CIS Facsimile

[Signature]
COE Facsimile

नोट- 1. परीक्षार्थी को निर्दिष्ट किया जाता है कि आवरण पत्रों को कुछ भाग पर अधिक सखी निर्देशों को सावधानी पूर्वक पढ़ें।
 2. सॉलर में भरी जाने वाली प्रतिक्रिया बाकी सफ से शुरू की जाएं। 3. गोलों को काले या नीले सॉलर से भरा जाएं।

INSTRUCTION TO THE CANDIDATE FOR FILLING PART-I

1. Read the instructions carefully given on the answer script and admit card.
2. Write Date of Exam, Shift, Paper Code & Name of Subject Correctly.
3. Write Name & Roll No. Correctly.
4. Write Semester & Branch Correctly.

INSTRUCTION TO THE CANDIDATE FOR FILLING PART-II

1. Use blue or black ball point pen for writing alphabets & numerals in boxes.
2. Carefully study the example before you start marking.
3. As shown in the example below, blacken the circles completely.



4. Make no Stray marks on this sheet.

5. DO NOT WRITE OR MARK ON THE BAR CODE.

IN ORDER TO AVOD UFM (UNFAIR MEANS) :

1. The Roll No. and Answer Book no. found elsewhere or any other symbol found in the answer book will be treated as unfair means.
2. Any tampering of Bar Code and Booklet no shall be treated as Unfair Means.
3. Do Not bring the materials like slip of paper/mobile/digital diaries/ study material/ revision notes in examination hall. Possession of the mobiles/ digital diaries/electronic/digital/ watch and any other electronic gadget except memory less scientific calculator shall be considered as UFM case.
4. Do not keep or paste currency note in answer script it shall be consider as UFM.

अनुचित साधन से बचने हेतु :

1. उत्तर पुस्तिका के निर्दिष्ट स्थान को खोलकर अनुक्रमांक एवं उत्तरपुस्तिका का क्रमांक कड़ी और न लिखें तथा कोई भी चिह्न न मसखरे क्योंकि यह अनुचित साधन प्रयोग की परिधि में आता है।
2. उत्तर पुस्तिका को सरकारी अथवा उत्तर पुस्तिका सचवा पर छेद प्राप्त करने पर अनुचित साधन प्रयोग माना जाएगा।
3. परीक्षा कक्ष में निम्न वस्तुएं साथ न लायें, जैसे लिखे हुए कागज के टुकड़े, मोबाइल, डिजिटल डायरी, डिजिटल वॉच, कापी, पुस्तक या सभी वस्तुएं जो अनुचित साधन को अलग से आती है। कोराल कर्षित प्रश्नपत्र में ही केंद्रीय लेख मास्ट/टिप्पण कोम्यूटेटर ले जाने की अनुमति होगी।
4. उत्तर पुस्तिकाओं में सफेद न स्या न ही उत्तर पुस्तिका में लिखवाए। ऐसा करने अनुचित साधन प्रयोग की परिधि में आता है।

उत्तरपुस्तिकाओं को रिक्त लिखें

1. प्रवेश पत्र एवं उत्तर पुस्तिका पर दिये गये निर्देशों को ध्यान से पढ़ें।
2. ऊपर पृष्ठ के दूसरी तरफ कुटन लीजें।
3. उत्तर पुस्तिका के पृष्ठों पर कोई चिह्न न लिखें।
4. प्रवेश पत्र पर अपने अनुक्रमांक को अधिलिखित कुटन लीजें।
5. प्रवेश पत्र कोड एवं प्रवेश पत्र ID सावधानीपूर्वक लिखें।
6. अपनी तिथि स्वस्त लिखें।
7. उत्तर पुस्तिका के पृष्ठों की संख्या देखें। अगर उत्तर पुस्तिका में पृष्ठ (1-34) से कम है या चूटे हुए हैं, तो परीक्षा शुरू होने के पूर्व दूसरी उत्तर पुस्तिका ले लें।
8. प्रश्नपत्र को देख , यदि प्रश्नपत्र को रिक्त कोड , विषय का नाम तथा प्रश्न में कोई त्रुटि है तो उसकी परीक्षा शुरू होने से 30 मिनट की अंतर कक्ष निर्देशक को तत्काल सूचित करें , उसके बाद विरचयिताओं द्वारा कोई भी चर्चा नहीं की जायेगी।
9. प्रश्नों के उत्तर लिखने के लिये पेंसिल का प्रयोग न करें।
10. ही बोरी या अधिलिखित टांक नहीं दिए जायेंगे।

INSTRUCTION TO THE CANDIDATE

1. Read the instructions carefully given on the Question Paper, Admit Card & Answer Script.
2. Do not write anything on back side of the cover page.
3. Write on both sides of pages of answer book.
4. Do not write anything on question paper except Roll Number.
5. Write Paper Code & Question Paper Id carefully.
6. CHECK the number of pages [1-34] or any other kind of damage in your answer script, if found than change the answer script immediately before the commencement of examination.
7. CHECK the Question Paper for any kind of discrepancy e.g. Subject Code, Subject Name, and Question of the Question Paper during first THIRTY MINUTES of the commencement of the exam, so that it can be corrected in TIME. After that no corrections shall be entertained by the university.
8. Do not use pencil for answering the question.
9. Write status correctly e.g. those appearing in carry over papers should fill in status as Carry Over. Those appearing as Ex- Students should fill in status as ex.
10. No supplementary answer book & graph paper will be provided.

INSTRUCTION TO THE CANDIDATE FOR FILLING PART-IV

1. Use blue or black ball point pen for writing alphabets & numerals in Boxes.
2. Use blue or black ball point pen for filling the circles.

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8	8	●	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9	●

Note- If your Roll No. is of 10 digits. Please leave first three columns .



Business Law

Section-A

Answer-1 (c)

Caveat Emptor

Caveat emptor refers to that the buyer should be aware about the goods.

It means - 'Let the buyer be aware'.

The buyer should be aware about the nature of the goods and it should itself check if the good is defected or not, as the seller might try to hide the defect in the goods.

example →

'A' bought a dog from 'B' and checked the dog's health and its strength and brought it home. But later he found that the dog does not bark as he 'A' thought that the dog might bark but it didn't.

Now it is 'A's' fault as he hide the defect in the dog.



Rights are when →

- * The seller makes a ~~step~~ misrepresentation of fact.
- * When the seller actively hides the defect.
- * Sale by description but does not match the quality.
- * Sale by ~~description~~ but does not match the description.

Answer-1

Performance of Contract

Performance of contract refers to the promise to perform the contract or actually performing the contract.

One should perform his duty or promise to perform if he or she is accepting the contract.

Types of performance of c. →

Actual Anticipated Attempted



(ii). Actual Performance → When a person offers to a contract of performance to another person and that person accepts it. It is known as actual performance of contract.

e.g. - 'A' gave an offer to 'B' for purchasing his laptop for Rs. 10000 and 'B' accepts the offer.

(iii). Attempted Performance → When a person offers a contract to perform but that other person rejects it. It is known as attempted performance of contract.

e.g. - 'A' gave an offer to 'Z' of buying his ~~buye~~ bike for 30000 Rs. but 'Z' rejects the offer and does not accept it. It is known as attempted performance of contract.

P.T.O



Section - 'B'

Answer - 2

Contract

An agreement enforceable by law is known as contract.

A contract always leads to legal consequences.

All contracts are agreements.

It is defined under Section 2(h) of Indian Contract Act 1872.

Types of Contract -

* (i). On the basis of formation / creation -

(i). Verbal Contract → A verbal contract refers to when the offer is given in a written or verbal form.

(ii). Exp. Express Contract → A contract which is given in written form and is expressed is known as express contract.

eg:- A gave offer to B by for selling



his laptop for 10000 rs.

(iii). Implied Contract \rightarrow A contract which is self understood by -

- The conduct of the person, or
- the circumstances of the case.

(iv). Quasi-Contract \rightarrow It refers to that one should not ensue benefit at the expense of others. It is based on the principle of equity and justice.

e.g. - B found a phone now it's B's duty to return the phone to its rightful owner.

* On the basis of Execution -

\rightarrow Executory Contract \rightarrow A contract which is not completed and lacks few essentials.

\rightarrow Executed Contract \rightarrow A contract fulfilled with all its essentials and is complete in nature.

\rightarrow Partly executory and partly executed \rightarrow One part is executory and one part is executed.



→ classification that affect enforceability:-

* On the basis of enforceability →

1). Valid contract - Section 2(h)

A contract in which 2 parties are competent to contract with free consent for lawful consideration and with a lawful object is known as valid contract.

2). Void Contract - Section 2(j)

A contract which ceases to be enforceable becomes void due to supervening causes.

3). Void Agreement -

- A void agreement is unenforceable from the beginning.

- It is void-ab-initio (Void since the beginning)

4) Illegal A Contract - A type of contract or whose object or purpose is unlawful.

5). Unenforceable contract - A contract which becomes unenforceable due to technical or natural causes.



6). Voidable Contract - A contract which is enforceable at the option of one or more parties but not at the option of the other party is known as voidable contract.

Section - 'C'

Answer - 7

Winding Up

Winding up refers to when a company shuts down its operations and liquidates itself.

Winding up can be done by two ways, these are -

- ↳ Winding up voluntarily.
- ↳ Winding up by tribunal.

(1). Winding up voluntarily - ★

A company winds up itself voluntarily and ends its operations itself by hiring a liquidator and by passing a special



resolution to the ROC.

→ A company can liquidate itself or wind up itself by following these steps -

Steps -

1. By conveying its decision to directors or a majority of directors.
2. By passing a special resolution and conveying in the general meeting.
3. In a general meeting, it passes the resolution and with the support of a majority or $3/4$ of the majority, it can file the petition.
4. Hires a liquidator and after 30 days, it liquidates itself.

(v). Winding up by Tribunal -

A company can be wound up by a Tribunal and it gets liquidated.

NCLT → It is a national law tribunal which handles and solves the cases of company.



- * By a tribunal, a company is wound up when-
- A company is unable to commence its business within a year of its incorporation.
 - A company when suspends its activities for a year or more, then a tribunal winds up the company.
 - When a company is unable to pay its debt.
 - When the court thinks it is right to liquidate the company.

Effect of Winding-up :-

- * A company when is wind up, it affects various aspects or people, such as -
- Creditors, debenture holders, shareholders or stockholders.
- * It also have an impact on -
- Directors, employees, customers, bankers, contributors and customers, competitors etc.



Do Not Write anything in this Portion

* To wind up voluntarily, a company conducts various meetings such as -

(i) Shareholders meeting

General meeting

class meeting

• General meeting

Statutory meeting

Annual General meeting

Extraordinary meeting

(ii) Directors meeting

Board of directors meeting

Committee of directors meeting

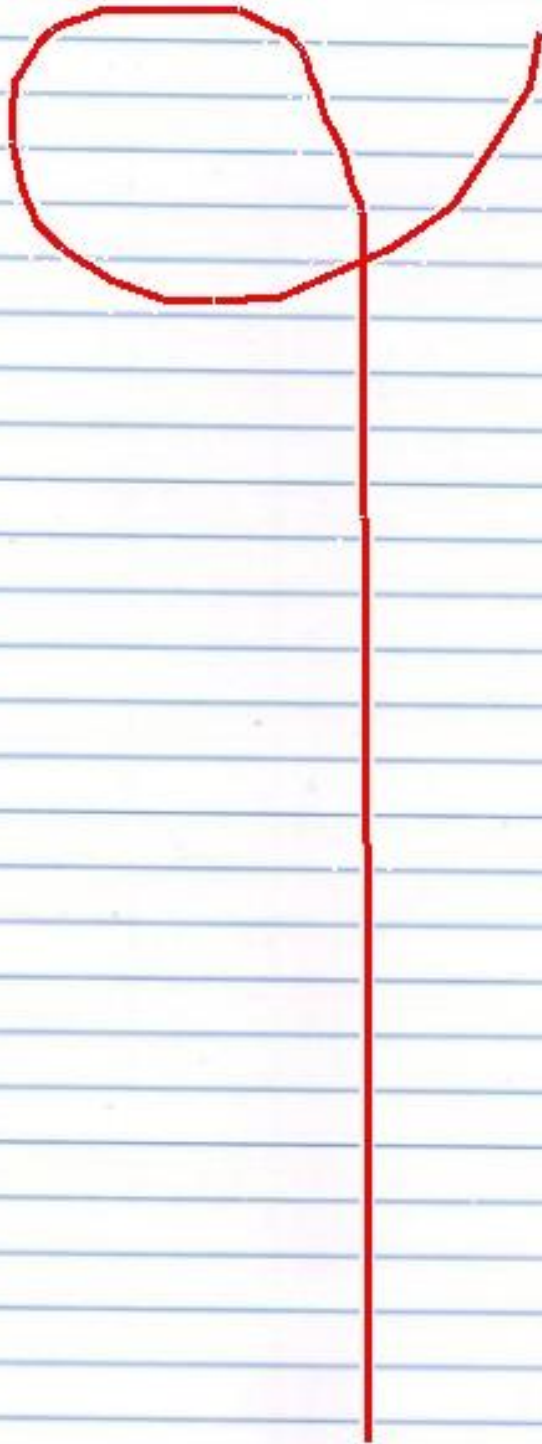


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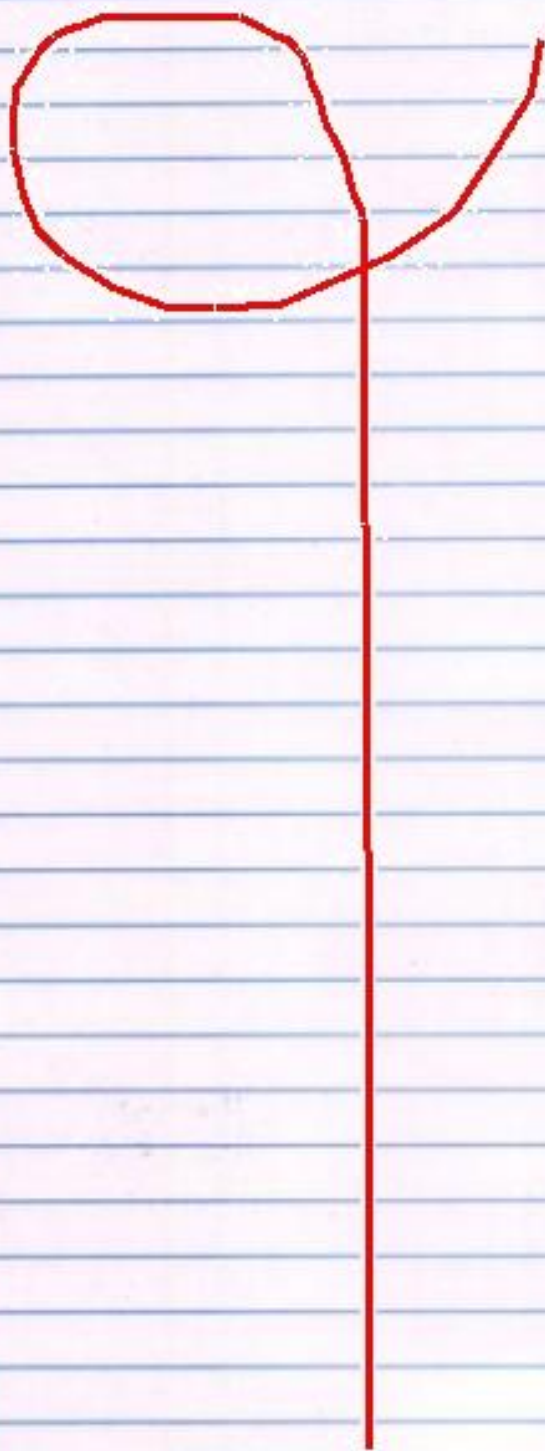
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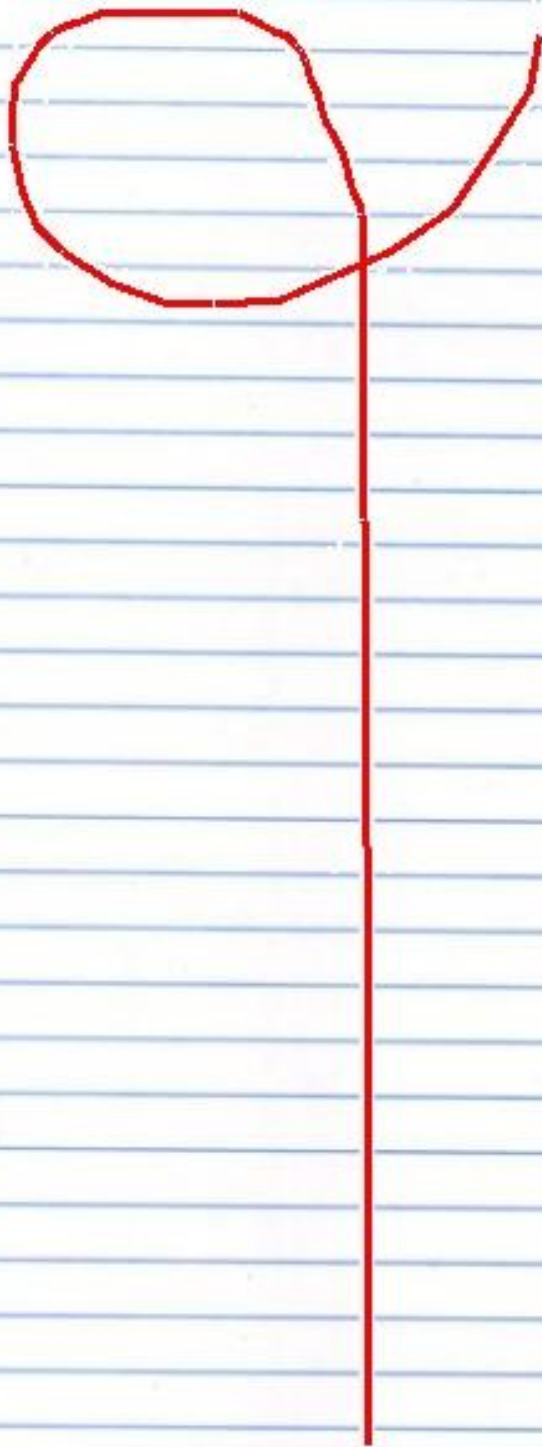


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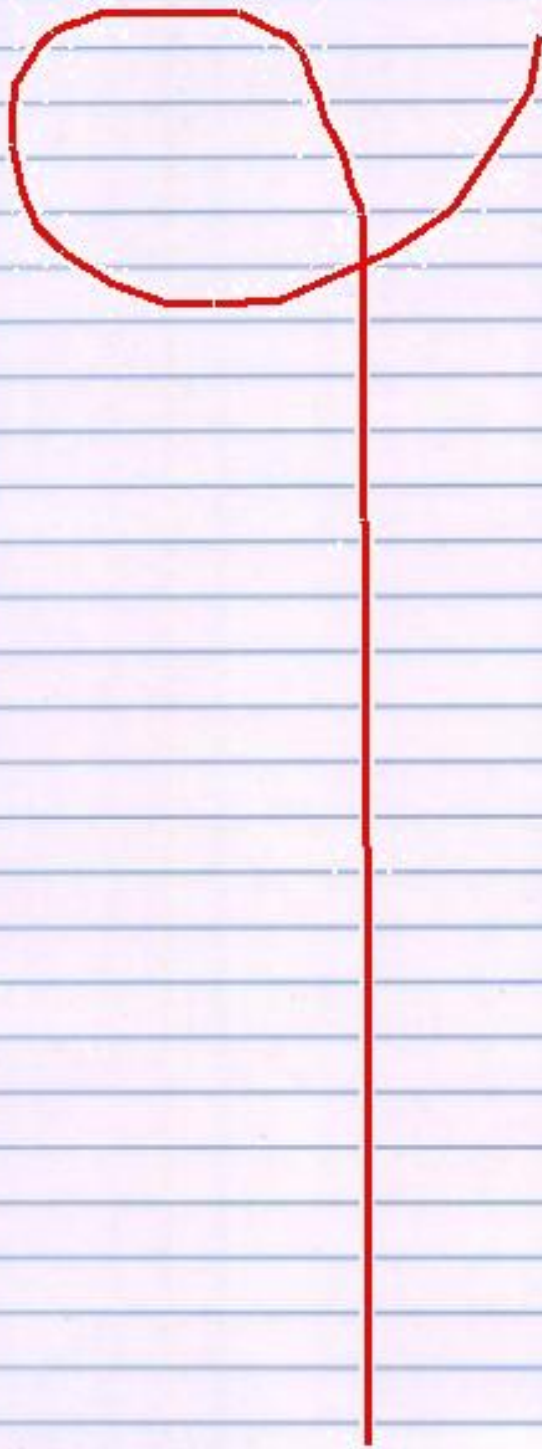


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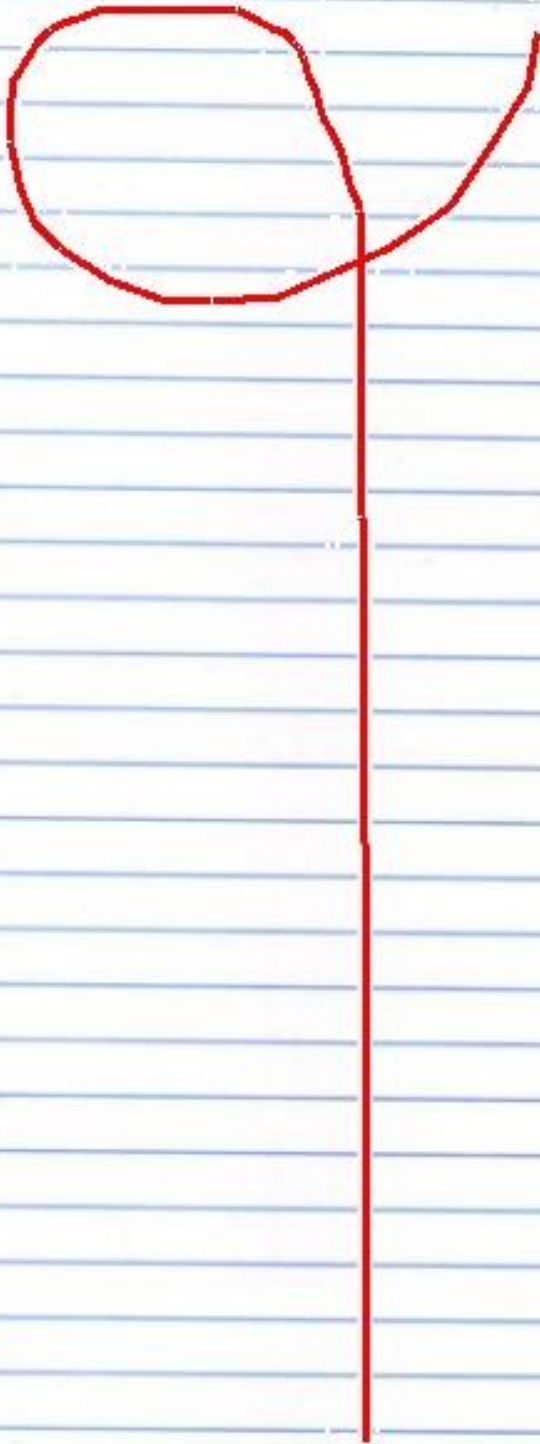


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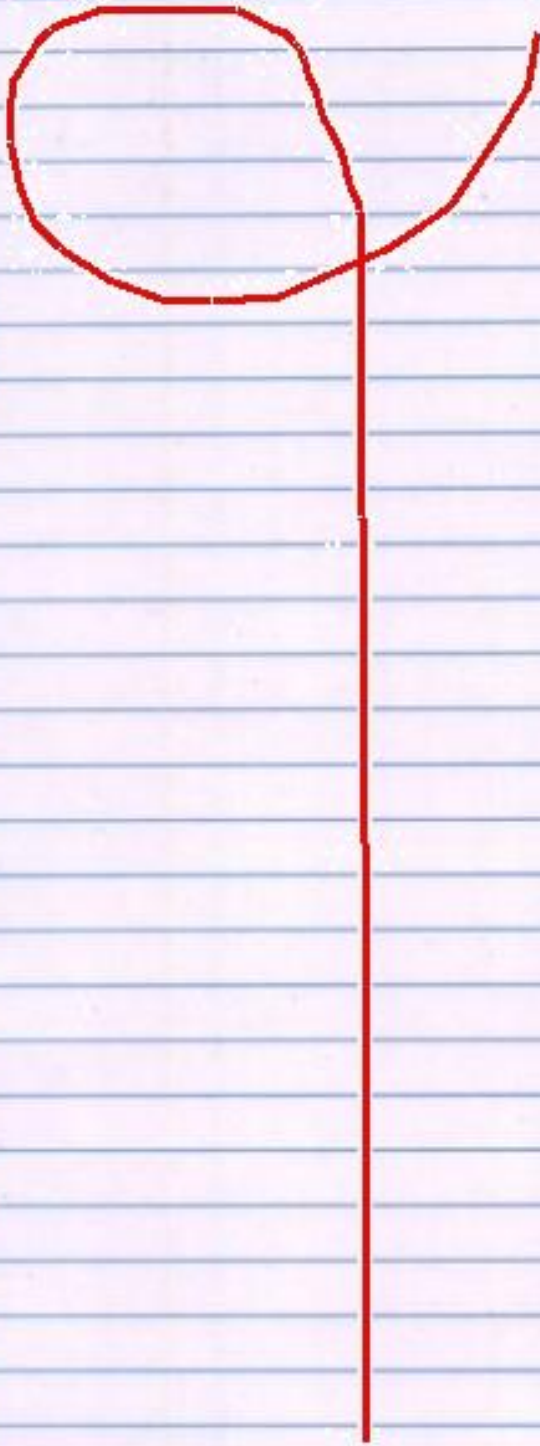


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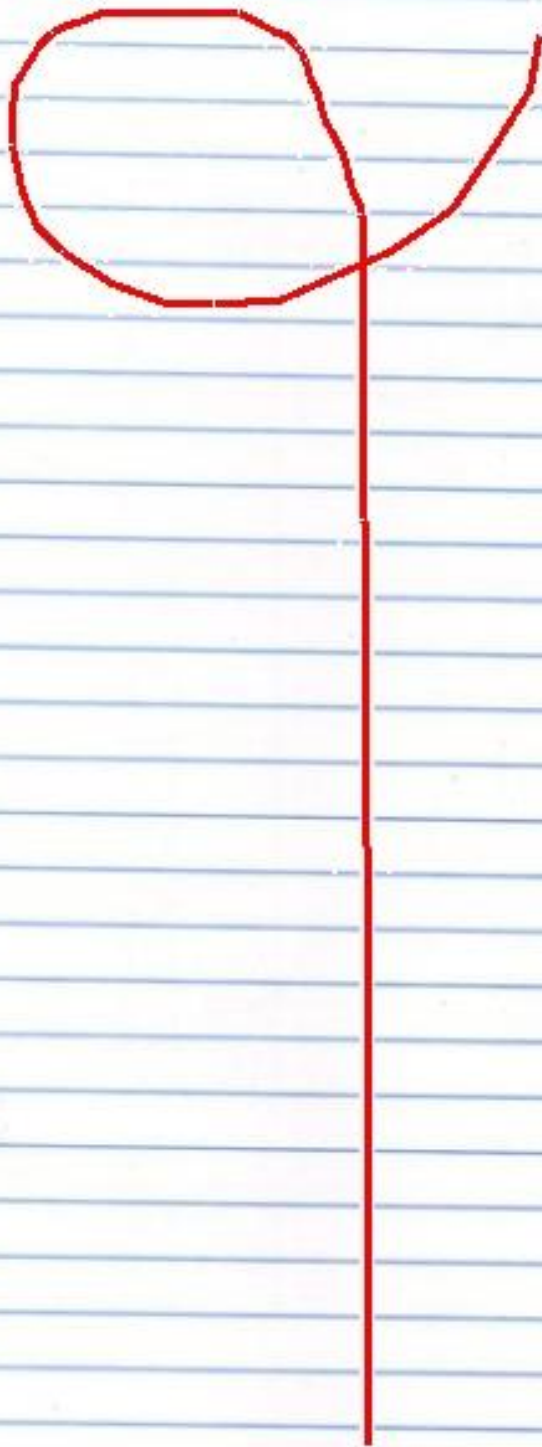


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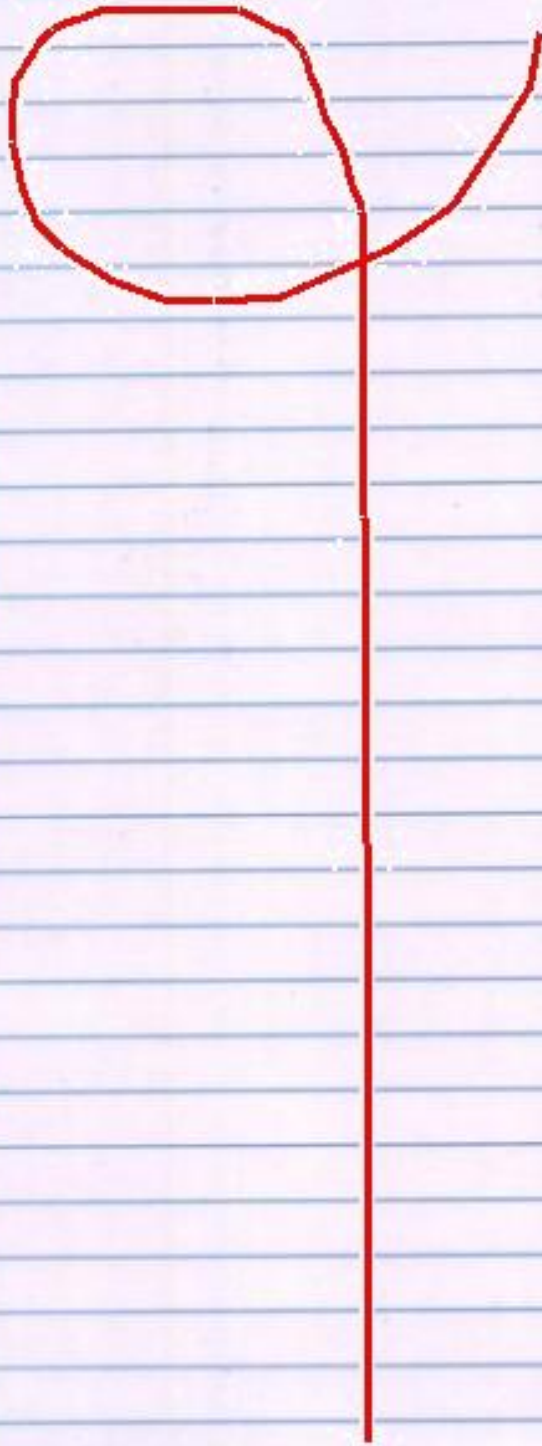


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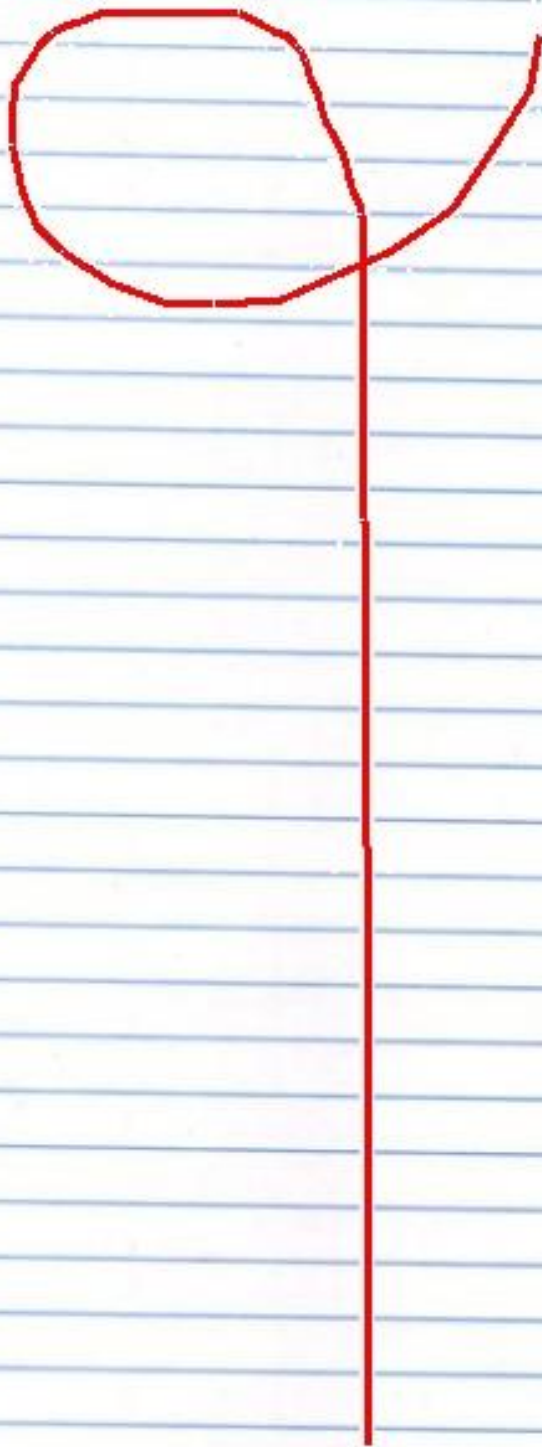


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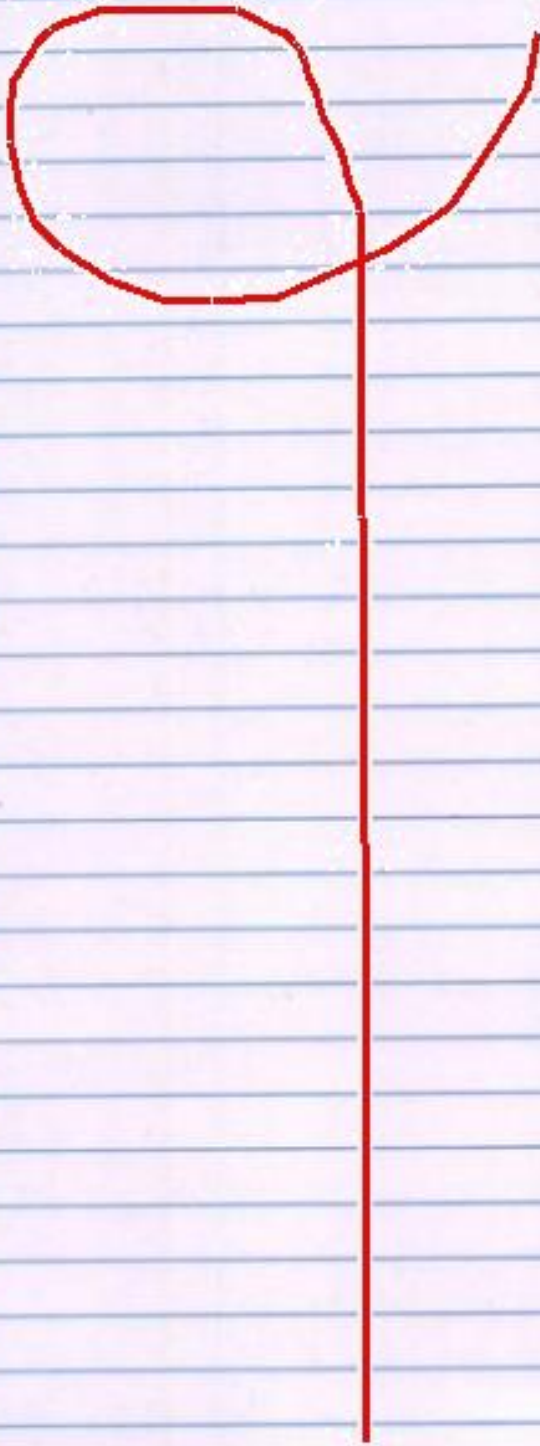


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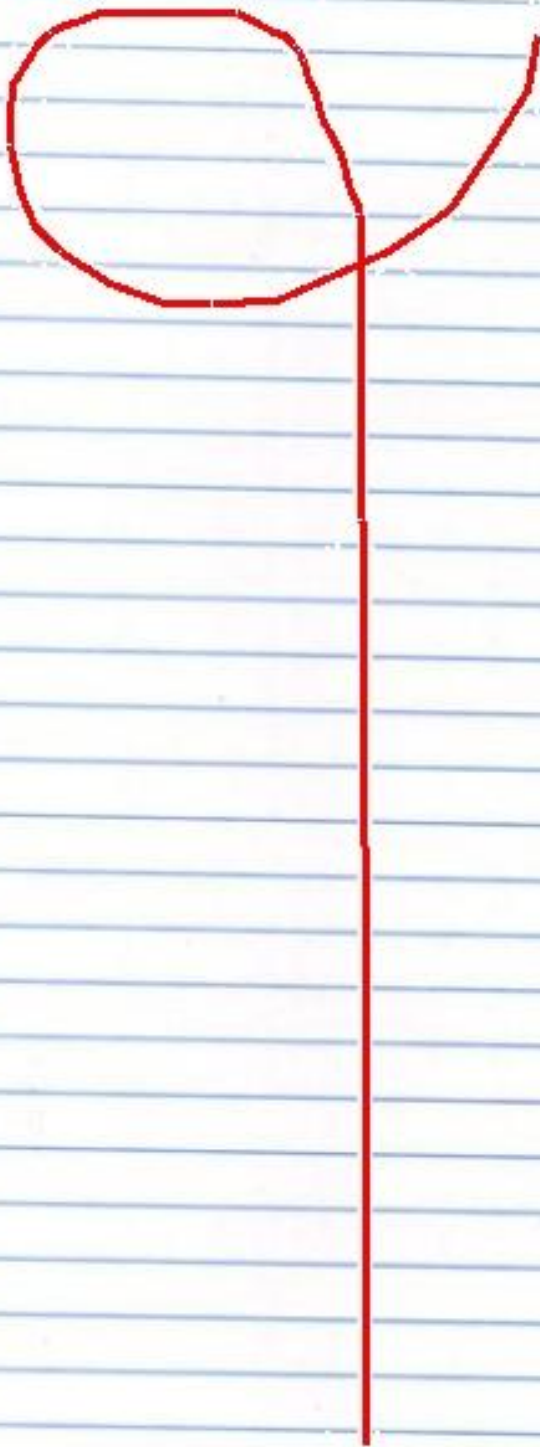


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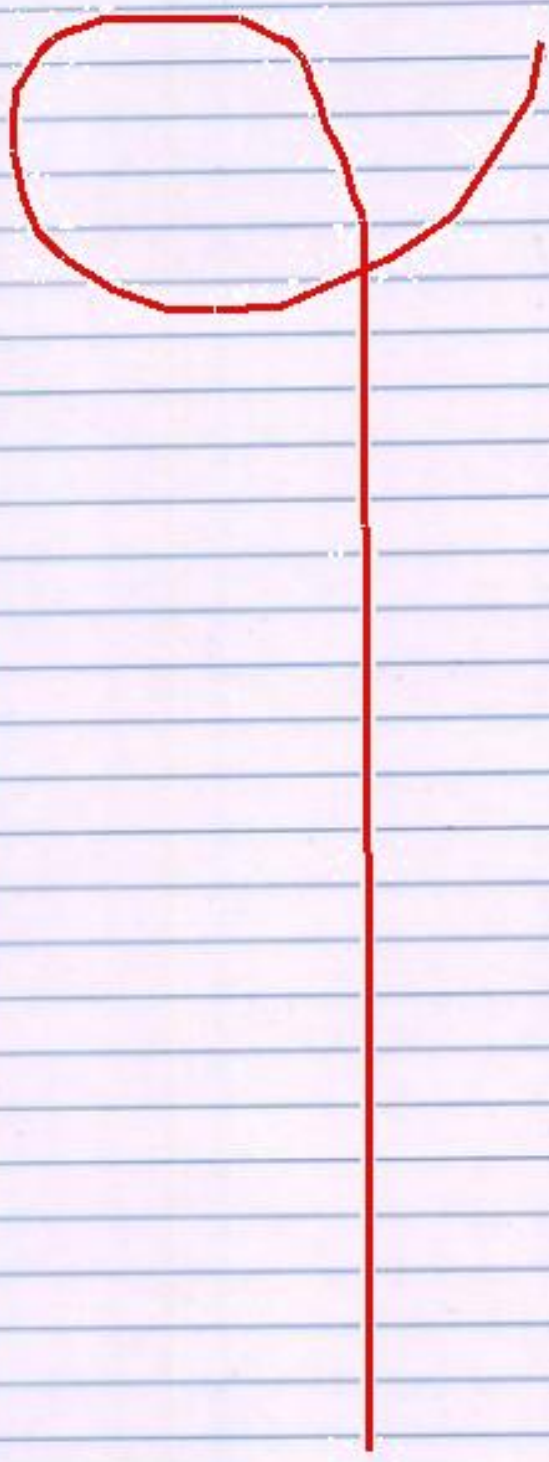


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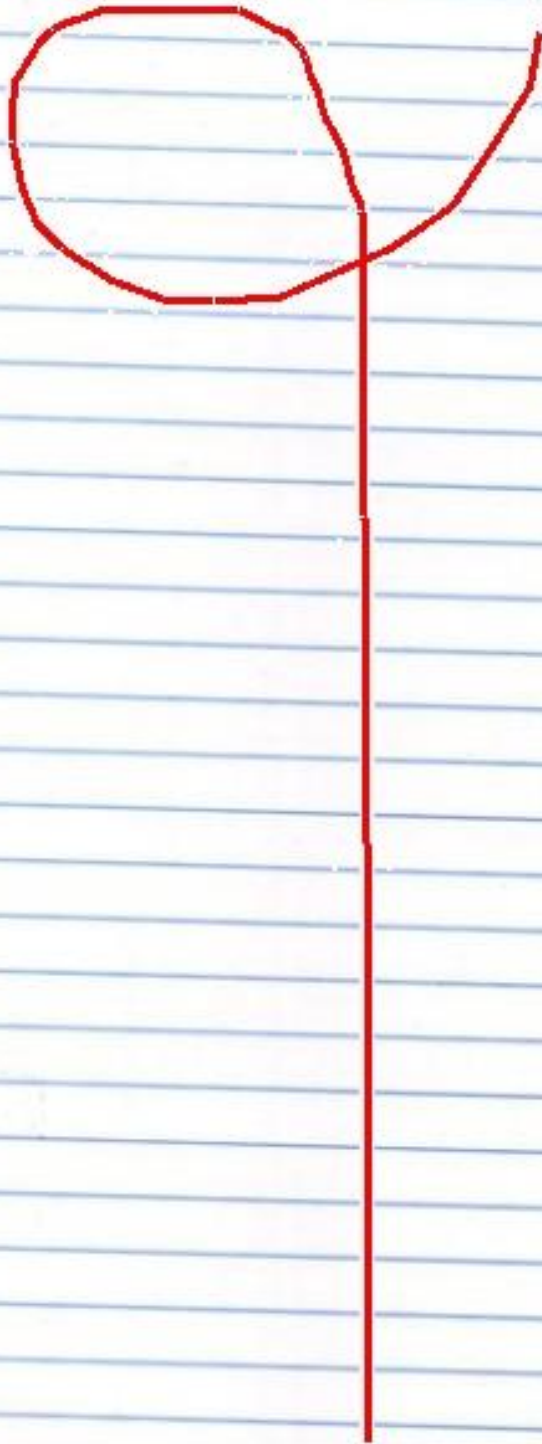


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23





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