



# UNIVERSITY OF THE PUNJAB

Third Semester – 2019

Examination: B.S. 4 Years Program

Roll No. in Fig. ....

Roll No. in Words. ....

PAPER: Business & Industrial Law

MAX. TIME: 15 Min.

Course Code: COMM-202/COM-21357 Part-I (Compulsory)

MAX. MARKS: 10

Signature of Supdt.:

Attempt this Paper on this Question Sheet only.

Please encircle the correct option. Division of marks is given in front of each question.

This Paper will be collected back after expiry of time limit mentioned above.

**Q.1. Encircle the right answer, cutting and overwriting is not allowed. (1x10=10)**

1. Exemplary damages are awarded to:
  - a) To compensate aggrieved party .
  - b) Not to compensate aggrieved party.
  - c) Burden of proof
  - d) Non-profit organizations
2. An expressed contract is a contract when terms of contract are:
  - a) Created with conduct of parties.
  - b) Not properly explained.
  - c) Unenforceable
  - d) Black & white.
3. In an executory contract:
  - a) Terms of contract are clear.
  - b) Contract is written.
  - c) Some obligations remain to be fulfilled.
  - d) None of these
4. An agreement between two firms to avoid competition is void because it creates:
  - a) Competition
  - b) legal complication
  - c) Uncertainty.
  - d) Monopoly
5. An agreement not enforceable by law is said to be:
  - a) None of these.
  - b) Voidable contract
  - c) Void contract
  - d) Void agreement
6. It is not necessary that the consideration must be equal to the value of promise.
  - a) Agree
  - b) disagree
  - c) Neither agree nor disagree.
  - d) None of these

**P.T.O.**

7. Ratification means.

- a) Acceptance of offer
- b) Refusal of offer
- c) Correction of agreement.
- d) None of these.

8. An agreement with a person of unsound mind is;

- a) Doubt full agreement.
- b) Void agreement.
- c) Accepted by law.
- d) None of these.

9. Which of the following statement is true?

- a) Sale of Goods Act applies to the whole of Punjab.
- b) Sale of Goods Act applies to the whole of Sindh.
- c) Sale of Goods Act applies to the whole of Baluchistan.
- d) None of these.

10. Contingent goods are:

- a) Available at the time of contract.
- b) Future goods.
- c) None of these.
- d) Existing goods.



# UNIVERSITY OF THE PUNJAB

Third Semester – 2019

Examination: B.S. 4 Years Program

Roll No. ....

**PAPER: Business & Industrial Law**

**Course Code: COMM-202/COM-21357 Part – II**

**MAX. TIME: 2 Hrs. 45 Min.**

**MAX. MARKS: 50**

**ATTEMPT THIS (SUBJECTIVE) ON THE SEPARATE ANSWER SHEET PROVIDED**

**Q2. ANSWER THE SHORT QUESTIONS:**

**(2 X 10 = 20 MARKS)**

- i. Explain void agreement with an illustration.
- ii. Clarify the contingent contract with illustration.
- iii. Define performance of contract.
- iv. Explain adequacy of consideration.
- v. Elaborate undue influence with example.
- vi. Explain the position of acceptor if letter of acceptance is lost.
- vii. Explain coercion.
- viii. Explain counter offer with example.
- ix. Explain invitation to offer.
- x. Briefly explain implied contract.

**Q3. ANSWER THE FOLLOWING LONG QUESTIONS:**

**(3 X 10 = 30 MARKS)**

1. Differentiate between contracts of indemnity and guarantee.
2. Describe the essentials of bailment with help of illustrations where necessary.
3. Explain the following essentials of contract with an example.
  - i. Possibility of performance.
  - ii. Not expressly declared void.
  - iii. Capacity of parties.