

UNIVERSITY OF NORTH BENGAL

B.Com. Honours 1st Semester Examination, 2020

CC2-COMMERCE

BUSINESS LAW

Full Marks: 60

 $15 \times 4 = 60$

ASSIGNMENT

The figures in the margin indicate full marks.

Answer all the questions

1. "Inadequacy of consideration is to itself no ground for avoiding a contract, but it 8 + 7may be evidence of undue influence". Explain this statement. What are the exceptional situations in which a contract is valid without consideration? 2. In certain cases, the law imposes an obligation and allows an action to be brought 7 + 8on it as if it arose out of a contract though none was present in fact. Give instances when such obligation is imposed under the Contract Act. In quasi contracts the promise to pay is always an implication of law and not fact. Explain giving illustrations. 3. When may a seller give a better title to the buyer than he himself has in the goods 9+6 sold? What is the rule of the market over this? Does it apply in India? Explain the circumstances under which sale of goods by non-owners is valid. 4. How you will incorporate a New Limited Liability Partnership under the Limited 15

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Liability Partnership Act, 2008 with respect to filing of Forms, Returns and

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Documents with Registrar?