

Roll No: _____



**UNIVERSITY OF PETROLEUM & ENERGY STUDIES
DEHRADUN**

End Semester Examination – April 2018

**Program: BBA (FT, O&G, RM & FSM)
Subject: Mercantile Law – Open Elective
Code : BBOE 103
No. of pages: 2**

**Semester: VI
Max. Marks: 100
Duration: 3 Hrs.**

Students should attempt all 4 sections (A,B,C,D)

**Section-A
(Attempt All)**

(2 x 10 = 20)

Q. 1. Furnish requisite information / Fill in the blanks / Say Yes / No.

- i. Name the three Negotiable instruments
- ii. What is wagering contract
- iii. How many parties are there in bill of exchange and promissory note?
- iv. What is contract of indemnity?
- v. Define partnership.
- vi. Can there be two arbitrators in a case Yes / No.
- vii. How does sale of immovable property take place
- viii. Under which section of Arbitration and conciliation Act, the arbitration comes to an end
- ix. What is promissory note
- x. Under which law gift of immovable property is covered?

Section-B

Write notes on any 4

(4 x 5 = 20)

Q. 2.

- i. On what grounds an Arbitration award can be challenged in a court
- ii. Registration of partnership firm
- iii. Lease (Section 105, Transfer of Property Act, 1882)
- iv. Differences between promissory note and Bill of Exchange
- v. Which are the agreements opposed to public policy.

Section-C
Explain any 3

(10 x 3 = 30)

Q. 3.

- i. Define Arbitration Agreement and international commercial Arbitration
- ii. Coercion, undue influence, fraud and misrepresentation under contract Act, 1872.
- iii. Which are appealable orders under arbitration and conciliation Act, 1996.
- iv. a). Mention any 3 duties of a partner
b). On what grounds a court can dissolve partnership
Under Section 44 of Indian
Partnership Act, 1932

Section -D
Attempt All

(6 x 5 = 30)

Q. 4. Explain the following Judgments of High Courts / Supreme Court of India and other questions.

- i. Whether drawer of a bill of exchange or cheque is bound to compensate the holder in case of dishonor by the drawee or Acceptor.
(S. 32 Negotiable Instruments Act, 1881)
Union Bank of India
Versus
Swastik Motors AIR 1983 Delhi 240
- ii. Can the acceptance of an offer be conditional. What is the supreme court verdict in the case of Jawahar Lal Barman Vs Union of India?
AIR 1962 Supreme Court 378
- iii. In the matter of award of interest by the Arbitrator, what will prevail Arbitration Award or a hitherto existing contract?
State of Haryana Versus S.L. Arora & Company
(2010) 3 SCC 690
- iv. How does a conciliator proceed (i.e. steps) to bring about conciliation in a matter under dispute?
- v. Explain the term 'Mortgage' as per Transfer of property Act, 1882