



MID-WEST UNIVERSITY
SCHOOL OF MANAGEMENT (MUSOM)
(An Autonomous Institution)
MUSOM EXAMINATIONS SECTION
FINAL EXAMINATION-2024 (2081)
BACHELOR OF BUSINESS ADMINISTRATION (BBA)
SEMESTER – V (New Course)

Subject: Business Law

Course Code: MGT 455

Full Marks: 100

Time: 3 Hrs.

Exam Roll No.:

Section A: Multiple Choice Questions (1×15 = 15 Marks)

Time: 15 Minutes

Tick (✓) the correct answers

1. A promise made without the intention of performing it amounts to _____.
 - a. innocent misrepresentation
 - b. fraud
 - c. negligent misrepresentation
 - d. wrongful misrepresentation
2. There is a counter-offer when _____.
 - a. the offeree gives conditions for acceptance or introduces a fresh term in acceptance
 - b. the offerer makes a fresh offer
 - c. the offeree makes some query
 - d. the offeree accepts it
3. Acceptance may be revoked by the acceptor _____.
 - a. at any time
 - b. before the letter of acceptance reaches the offerer
 - c. after the letter of acceptance reaches the offeree
 - d. before the death of the acceptor
4. A contract to pay B Rs. 10,000 if B's house is burnt – This is a _____.
 - a. wagering agreement
 - b. void
 - c. voidable agreement
 - d. contingent contract
5. A minor, by misrepresenting his age, borrows some money _____.
 - a. he can be sued for the fraud
 - b. he cannot be sued for the fraud
 - c. he is liable to return the money
 - d. None of the above
6. A contract creates _____.
 - a. rights in person am
 - b. rights in rem
 - c. only obligations and no rights
 - d. only obligations and no rights
7. Where a contract could not be performed because of the default by a third person on whose work the promisor relied, it _____.
 - a. is not discharged
 - b. is discharged
 - c. becomes void
 - d. becomes voidable

8. Specific performance may be ordered by the court when _____.
- the contract is voidable
 - damages are an adequate remedy
 - damages are not an adequate remedy
 - the contract is uncertain
9. Consideration _____.
- must be adequate to the promise made
 - need not be adequate to the promise made
 - must be of reasonable value
 - must be of more value than the value of the promise made
10. Consideration must be something which the promisor _____.
- is already bound to do
 - is not already bound to do
 - may voluntarily do
 - must not do
11. A contract _____.
- may be void as originally entered into
 - may become void subsequent to its formation
 - cannot become void under any circumstances
 - may become void at the will of a party
12. The unlawful detention of any property of a person to obtain his consent to a contract amounts to
- misrepresentation
 - fraud
 - undue influence
 - coercion
13. A quasi-contract _____.
- is a contract
 - as an agreement
 - creates only legal obligation
 - None of these
14. If a sale is by sample as well as by description, the implied condition is that the goods shall correspond with _____.
- sample
 - description
 - both the sample and description
 - either sample or description
15. A contract of insurance is a _____.
- contract of guarantee
 - contingent contract
 - wagering agreement
 - unilateral agreement



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You are required to answer in your own words as far as applicable. The figures in the margin indicate full marks.

Section – B: Short Answer Questions

(8 × 5 = 40 Marks)

Answer any eight questions:

1. What do you mean by business law? Explain the importance of Nepalese business law.
2. Explain the role of offer, acceptance and consideration in forming a contract.
3. Introduce the concept of contract and its types in general.
4. Describe the cases with the exception rule 'No Consideration no Contract'.
5. How do you explain the performance of the contract? Is it needed in real life?
6. What do you understand by the free consent in a contract? Explain an example of how the contract is made without free consent.
7. Who is an unpaid seller? Discuss the rights of unpaid seller in the contract of sale of goods.
8. What do you understand by Agency of contract? Describe the Rights and duties of an agent.
9. How do you describe the liquidation of the company? Explain how a company is liquidated under the power of the liquidator.
10. Evaluate the duties of the arbitrator in commercial dispute settlement.

Section – C: Long Answer Questions

(3 × 10 = 30 Marks)

Answer any three questions:

11. It is said that offer and acceptance are important to form a contract. Describe the role of Contractual capacity in formulating a contract.
12. If your contracting party breaches the Contract, then what are the ways to get remedies for your damages? Explain shortly.
13. Have you analyzed the relationship between the Principal and the Agent? Give suitable examples of an agency in your locality.
14. Critically evaluate any two Nepalese case laws relating to the contract.
15. Analyze the statement that "All contracts are Agreements but all Agreements are not contracts" and describe it with reference to any 10 essential elements of a valid contract.

Section – D: Case Study

(15 Marks)

16. Read the following case and answer the questions following it.

A latest mobile is displayed in a television shop. Rakesh has gone to this shop to buy that Mobile. But the shopkeeper refused to sell the mobile and he said that the mobile was just for display not for sale. In such a case if Rakesh can bring action against the seller?

Rakesh offered a reward to anyone who would find and return his lost purse containing important documents in that purse. Prakash found that purse containing documents and money but he returned back documents only. In such a case Can Prakash get a reward or not?

In the second case, whether Rakesh can recover the money lost or not? And why?