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OR

- (c) Who can be a partner in a Limited Liability Partnership (LLP)? Discuss the disqualifications for becoming a partner in an LLP. (7)
- (d) Write short notes on : (4×2)
- (i) Whistle Blowing
- (ii) Taxation of LLPs in India
5. (a) Discuss the powers of “Controller of Certifying Authorities” under the IT Act, 2000. (8)
- (b) Write a note on Tempering with computer source documents. (7)

OR

- (c) State the provisions of Information Technology Act, 2000, facilitating the Electronic Governance in India. (8)
- (d) Explain the term ‘Subscriber’. Explain the duties of a subscriber. (7)

(200)

[This question paper contains 4 printed pages.]

Your Roll No.....

Sr. No. of Question Paper : 4163

Unique Paper Code : 61018512

Name of the Paper : Business Laws (GEC-5.2)

Name of the Course : **B.Voc. (BFSI) (CBCS), 2019**

Semester : V

Duration : 3 Hours

Maximum Marks : 75

**Instructions for Candidates**

1. Write your Roll No. on the top immediately on receipt of this question paper.
2. Attempt **all** questions
3. **All** questions carry equal marks. (15×5=75)
4. Parts of the same question should be attempted together and NOT separately.

1. (a) Explaining the provisions of the Indian Contract Act, 1872, answer the following : (5×2)

- (i) A contracts with B for a fixed price to construct a house for B within a stipulated

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time. B would supply the necessary material to be used in the construction. C guarantees A's performance of the contract. B does not supply the material as per the agreement. Is C discharged from his liability?

- (ii) Mr. Ahuja of Delhi engaged Mr. Singh as his agent to buy a house in West Extension area. Mr. Singh bought a house for Rs. 20 lakhs in the name of a nominee and then purchased it himself for Rs. 24 lakhs. He then sold the same house to Mr. Ahuja for Rs. 26 lakhs. Mr. Ahuja later comes to know the mischief of Mr. Singh and tries to recover the excess amount paid to Mr. Singh. Is he entitled to recover any amount from Mr. Singh? If so how much? Explain.

(b) Write a note on Quasi-Contracts. (5)

2. (a) Distinguish between : (7.5×2)

- (i) A contract of guarantee and a contract of indemnity  
(ii) A company and a limited liability partnership

**OR**

(b) Discuss the remedies available in case of breach of contract. (10)

(c) What is a contract of guarantee? What are its special features? (5)

3. (a) Explain and illustrate the implied conditions in a contract of sale as provided in the Sale of Goods Act. (10)

(b) How are goods classified under the Sale of Goods Act, 1930? (5)

**OR**

(c) Define the term 'Price'. What are the different modes of determination of price? (7)

(d) Explain the 'Doctrine of Caveat Emptor'. State the exceptions to the doctrine. (8)

4. (a) Discuss the provisions of law with regard to the name of LLP and the change therein. (7)

(b) Write short notes on : (4×2)

(i) Designated Partners

(ii) Incorporation Document