

Dr. Babasaheb Ambedkar Open University
Term End Examination February – 2026

Course	: BBAR	Date	: 19-Feb-26
Subject Code	: BBAR-402	Time	: 03:00pm to 05:15pm
Subject Name	: Business and Industrial Laws	Duration	: 02.15 Hours
		Max. Marks	: 70

Section A

Answer the following (Attempt any three) (30)

1. Essentials of Contract of Guarantee & kinds of guarantee
2. Law of Contract – Indian Contract Act 1872
3. Features of Negotiable Instruments
4. Characteristics of partnership
5. Competition Commission of India (CCI)

Section B

Answer the following (Attempt any four) (20)

1. Contractual Capacity
2. Elements of Indemnity Contract
3. Bills of exchange
4. Partnership and Joint Hindu Family
5. Definition of Consumer, Consumer Dispute, Goods, Services, Defect, Deficiency
6. Procedure for Formation of a Company

Section C

Part – A (Multiple Choice Questions) (10)

1. The consideration may not move at the desire of promisor. This statement is –
A True B False
C Can't say D Partially true
2. Which of the following persons are not allowed to enter into a valid contract?
A Alien enemy B Convict
C Both of the above D None of the above
3. The damages that are caused due to breach of contract but are not related to contract directly are called –
A Ordinary B Punitive
C Special D Nominal

- 4 The _____ party should try to minimize the damages as far as possible.
 A Aggrieved B Defaulter
 C None of these D Both a & b
- 5 The person who receives the guarantee is called
 A Principal Debtor B Creditor
 C Surety D None of these
- 6 _____ refers to adjustment or counter claim by surety for any loan due to creditor.
 A Settlement B Set-off
 C Discharge D None of these
- 7 When the debt is of current nature, i.e., existing debt, it is called_____.
 A Prospective guarantee B Retrospective guarantee
 C Specific guarantee D Continuing guarantee
- 8 If one of the co-sureties receive the securities from debtors or creditors then he should
 A Keep it to himself B Give it to other co-sureties
 C Share it with other co-sureties D Both b & c
- 9 In which of the following ways can a contract become invalid
 A By failure of courtesy to join B By keeping silent
 C By guarantee of misrepresentation D All of these
- 10 Using terms like oblige, or pleases is invalid in case of
 A Bills of exchange B Cheque
 C Both a & b D Bills of laden

Part – B (Do as Directed- one line answer)

(10)

- 1 Is the promise liable to pay damages that he knew beforehand, will occurring case of on the promise out of contract purview?
 a. Yes b. No
- 2 Meaning of Consensus–ed–idem
- 3 Meaning of Ratification
- 4 Meaning of Punitive Damages
- 5 Meaning of Contract
- 6 Definition of Minor
- 7 Performance of contract
- 8 Meaning of Revocation
- 9 Meaning of Reimbursement
- 10 Meaning of Indemnification
