

Roll No



PRESIDENCY UNIVERSITY

Presidency University Act, 2013 of the Karnataka Act No. 41 of 2013 | Established under Section 2(f) of UGC Act, 1956
Approved by AICTE, New Delhi | Approved By BCI
Bengaluru

Even Semester Mid Term, March 2026

Date: 10/03/2026

Time: 11:45 AM - 01:15 PM

Course Code: CBS1033

Course Name: Commercial Law

Semester: Second Semester

Max. Marks: 50

Weightage: 50%

CO - Levels

CO1

CO2

Marks

34

56

PART-A: Answer Following Questions. 10 M

Qn.No	Questions	M	CO	BT
1	Misrepresentation differs from fraud because: A) It is intentional B) It is innocent C) It is illegal D) It involves coercion	2	CO2	BT2
2	Communication of acceptance is complete as against proposer: A) When acceptor writes letter B) When letter is posted C) When letter is received D) When acceptor decides to accept	2	CO1	BT2
3	An agreement with a minor is: A) Voidable B) Void C) Void ab initio D) Illegal	2	CO1	BT2
4	Appropriation of payment when debtor does not specify and creditor also does not specify is done: A) At debtor's discretion B) At creditor's discretion C) In order of time D) Equally	2	CO2	BT3
5	In case of anticipatory breach, the aggrieved party may: A) Wait till due date B) Immediately sue for damages C) Rescind the contract D) All of the above	2	CO2	BT3

PART-B: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
6	Ishaan, aged 16 years, was studying in an engineering college. On 1st March, 2018 he took a loan of `2 lakhs from Vishal for the payment of his college fee and agreed to pay by 30th May, 2019. Ishaan possesses assets worth `15 lakhs. On due date Ishaan fails to pay back the loan to Vishal. Vishal now wants to recover the loan from Ishaan out of his assets. Decide whether Vishal would succeed referring to the provisions of the Indian Contract Act, 1872.	10	CO1	BT1
7	Sahil deals in pre-owned cars. Raju sold his accidental car to Sahil by fraud. Sahil could not find that the car was accidental. Akshay, a customer visited the workshop of Sahil with intention to purchase a pre-owned car. Akshay informed Sahil his intention with the condition that car should be free from any accident. Sahil sold that car to Akshay on erroneously believing that car did not face any accident. Afterward, Akshay found that the car was actually an accidental case. He sued Sahil to avoid the contract and also for damages for expenses suffered on car. Taking into account the provisions of the Indian Contract Act, 1872, state whether Akshay was eligible to avoid the contract and to claim damages from Sahil?	10	CO1	BT1

PART-C: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
8	Distinguish between Void Contract and Voidable Contract according to the Indian Contract Act, 1872.	10	CO1	BT1
9	Explain the concept of Quantum Meruit with reference to the Indian Contract Act, 1872. Under what circumstances can a party claim compensation under this doctrine?	10	CO2	BT1

PART-D: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
10	Where a party to a contract refuses altogether to perform, or is disabled from performing his part of it, the other party has a right to rescind it. Discuss this statement and the effects of such refusal under the provisions of The Indian Contract Act, 1872.	10	CO2	BT3
11	Give your opinion with reference to provisions of the Indian Contract Act, 1872: 1. Whether Joint promisor and promisee voluntary discharge their	10	CO2	BT1

obligation even after death?

2. In case they won't be able to discharge their obligation, whether any of the joint promisor may be compelled?

3. What would be the situation in case of default by any one of them?

PART-E: Answer Any 1 Following Questions. 10 M

Qn.No	Questions	M	CO	BT
12	A, B and C jointly promised to pay D a sum of ` 6,000. Examine, considering the provisions of the Indian Contract Act, 1872 - (i) Can D compel any of three parties A, B and C to pay him ` 6,000? (ii) C is compelled to pay the whole of the amount to D. Can he recover anything from A and B, when - (1) Both A and B were solvents. (2) A is not in a position to pay anything.	10	CO2	BT2
13	Explain the term 'Quasi Contracts' and state their characteristics.	10	CO2	BT3