Name:

Enrolment No:



UPES

End Semester Examination, May 2023

Course: BUSINESS LAW Program: BBA(FT) Course Code: INTB3005 Semester: VI Time : 03 hrs. Max. Marks: 100

Instructions: **OPEN BOOK EXAM**

SECTION A 10Qx2M=20Marks

	10Qx2M=20Marks		
S. No.		Marks	CO
Q 1	 TRUE/FALSE with reason The Sale of Goods Act only applies to the sale of new goods, not used or second-hand goods. A promissory note is a type of negotiable instrument that is used to make payments between two parties. Endorsing a negotiable instrument makes the endorser jointly liable for any unpaid amounts on the instrument. In a partnership, all partners have unlimited liability for the debts and obligations of the partnership. Partnerships are required to register with the government before they can begin operating. Partnerships are taxed separately from their individual partners. A cheque is an example of a non-negotiable instrument. If the seller breaches the contract by delivering goods that do not conform to the contract, the buyer has the right to reject the goods and receive a full refund. If a buyer has already paid for goods but later refuses to accept them, the seller has no right to withhold the goods until they receive payment for any associated expenses or damages. The buyer is responsible for inspecting the goods and ensuring they are satisfactory before purchasing. 	10Qx2M=20	CO1
	SECTION B		
<u> </u>	4Qx5M= 20 Marks		
Q 2	John sold a laptop to his friend Alex, but Alex failed to pay for it. John does not have the right to resell the laptop without first the contract with Alex and notifying him of the resale.	5	CO2
Q 3	John and Alex started a business together without signing any partnership agreement. The business incurred significant losses and Alex wants to dissolve the partnership. Can Alex dissolve the partnership without John's consent?	5	CO2

Q 4	Mary borrowed her friend Jane's camera and promised to return it in a week. However, Mary lost the camera before returning it to Jane. Is Mary	5	CO3
	liable for the loss of the camera?		
Q 5	John is a contractor hired to renovate a house. The homeowner requested		
	John to use a specific type of paint for the walls, but John used a different		
	type of paint. When the homeowner discovered the mistake, he requested	5	CO2
	John to repaint the walls with the correct paint. What are the remedies		
	does the homeowner have?		
	SECTION-C 3Qx10M=30 Marks		
Q 6	John purchased a used car from a dealership. The dealer assured him that		
	the car was in excellent condition and had been regularly serviced.		
	However, within a week of purchasing the car, John discovered that it had	10	CO3
	several mechanical problems that had not been disclosed by the dealer.	10	005
	Can John take legal action against the dealership for breach of the Sale of		
	Goods Act? What remedies are available to him under the Act?		
Q 7	David and Tom are considering forming a partnership to start a new tech		
	company. However, they have different visions for the company and are	10	coa
	unsure about how to proceed. What factors should they consider before	10	CO3
	entering into a partnership? What are the advantages and disadvantages of		
0.8	a partnership structure for a new business?		
Q 8	Emma purchased a painting from an art dealer. The painting was advertised as being an original work by a well-known artist and was priced		
	accordingly. However, after having the painting appraised by an expert,		
	Emma discovered that it was a fake. Is the principle of " caveat emptor"	10	CO3
	applicable in this situation? What options does Emma have to seek a		
	remedy for the deception?		
	SECTION-D		
	2QX15M=30 Marks	[
Q 9	Ms. Patel, a freelance writer, entered into a contract with a publishing		
	company to write a novel within six months. The contract specified that		
	Ms. Patel would receive a fixed sum of money upon completion of the		
	novel. However, four months into the contract, Ms. Patel became		
	seriously ill and was unable to work on the novel for two months. Upon		
	recovering, she resumed work on the novel but was unable to complete it		
	within the stipulated time frame.		
		3QX5M=15	CO4
	Questions:		
	a) Has Ms. Patel breached the performance clause of the contract by		
	failing to complete the novel within the stipulated time frame?		
	What legal options are available to the publishing company to		
	seek a remedy for the breach?		
	b) Under what circumstances can a party be excused from		
	performance of a contract under the Indian Contract Act? Could		

	 Ms. Patel be excused from performance of the contract due to her illness? c) What are the remedies available to a party for breach of contract under the Indian Contract Act? Could the publishing company seek specific performance of the contract from Ms. Patel, or would they be limited to seeking monetary damages? 		
Q 10	 Mr. Verma hired a construction company to build a house for him. The contract specified that the construction company would use only high-quality materials and complete the project within 12 months. The contract also included a clause stating that Mr. Verma's daughter, who is an architect, would provide consultation services to the construction company at no cost. However, during construction, the company used substandard materials and did not complete the project within the stipulated time frame. Questions: a) Can Mr. Verma's daughter take legal action against the construction company for breach of the contract, even though she was not a party to the contract? How does the Doctrine of Privity of Contract under the Indian Contract Act? Could any of these exceptions apply in this case? b) What are the remedies available to Mr. Verma for breach of the contract by the construction company? Could he seek damages from the company for the cost of replacing the substandard materials, or would he be limited to seeking damages for the delay in completing the project? 	3QX5M=15	CO4