


<b>Name:</b> <b>Enrolment No:</b>	
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**UPES**  
**End Semester Examination, May 2023**

<b>Course: BUSINESS LAW</b> <b>Program: INT BBA+MBA</b> <b>Course Code: INTB2015</b>	<b>Semester: IV</b> <b>Time : 03 hrs.</b> <b>Max. Marks: 100</b>
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**Instructions: OPEN BOOK EXAM**

**SECTION A**  
**10Qx2M=20Marks**

S. No.		Marks	CO
Q 1	1. What is an offer in a contract? A. An invitation to negotiate B. A promise to do something C. A proposal to enter into a contract D. An agreement to modify an existing contract  2. What is acceptance in a contract? A. A promise to do something B. A proposal to enter into a contract C. An agreement to modify an existing contract D. A manifestation of assent to the terms of an offer  3. What is legality in a contract? A. The agreement must be in writing B. The agreement must be signed by both parties C. The agreement must be for a legal purpose D. The agreement must be notarized  4. Can a minor be a partner in a partnership firm? A. Yes, but only if the minor is at least 16 years old	<b>10Qx2M=20</b>	<b>CO1</b>

<p>B. Yes, but only with the consent of all partners</p> <p>C. No, a minor cannot be a partner in a partnership firm</p> <p>D. Yes, but only if the minor is related to one of the partners</p> <p>5. Who has the power to dissolve a partnership firm?</p> <p>A. Only the partners can dissolve the partnership firm</p> <p>B. Only the court can dissolve the partnership firm</p> <p>C. Either the partners or the court can dissolve the partnership firm</p> <p>D. Only the managing partner can dissolve the partnership firm</p> <p>6. What is the maximum duration of a partnership firm according to the Indian Partnership Act, 1932?</p> <p>A. 5 years</p> <p>B. 10 years</p> <p>C. 15 years</p> <p>D. There is no maximum duration specified in the act</p> <p>7. What is an implied contract?</p> <p>A. A contract that is not enforceable</p> <p>B. A contract that is in writing</p> <p>C. A contract that is entered into orally</p> <p>D. A contract that is implied by the conduct of the parties</p> <p>8. In a contract of bailment, who is the bailee?</p> <p>A. The person who receives the goods</p> <p>B. The person who transfers the goods</p> <p>C. The person who pays for the goods</p> <p>D. The person who takes legal ownership of the goods</p> <p>9. Which of the following is a characteristic of negotiable instruments?</p>		
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	<p>A) They are non-transferable</p> <p>B) They require endorsement for transfer</p> <p>C) They cannot be used as a means of payment</p> <p>D) They are not legally binding</p> <p>10. Which of the following is not a type of negotiable instrument?</p> <p>A) Cheque</p> <p>B) Bill of exchange</p> <p>C) Promissory note</p> <p>D) Invoice</p>		
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**SECTION B**  
**4Qx5M= 20 Marks**

Q 2	John issued a check to Peter for the payment of a debt, but Peter lost the check before he could deposit it. Can John cancel the lost check and issue a new one without Peter's endorsement?	<b>5</b>	<b>CO2</b>
Q 3	John owes Mary \$1000 but tells her he can't pay her until next month. In the meantime, Mary tells her friend Jane that John owes her money and she expects to receive payment next month. The following week, John wins the lottery and suddenly has the funds to repay Mary. However, he changes his mind and decides not to pay her after all. Can Mary claim estoppel against John for his refusal to pay?	<b>5</b>	<b>CO2</b>
Q 4	Jane received a bearer check as payment for her work, but lost it before she could deposit it. Can she still claim the payment from the issuer or does the check become the property of whoever finds it?	<b>5</b>	<b>CO3</b>
Q 5	Tom bought a new car from a dealership, but after a few days he noticed that it had a major defect that was not disclosed during the sale. Does he have any legal recourse under the Sales of Goods Act, and if so, what are his options for seeking redress?	<b>5</b>	<b>CO2</b>

**SECTION-C**  
**3Qx10M=30 Marks**

Q 6	Jack purchased a laptop from an online retailer, but when he received it he discovered that it was not as described on the website and had several defects. What remedies are available to Jack under the Sales of Goods Act, and what factors would be considered in determining whether the seller is liable for the defects?	<b>10</b>	<b>CO3</b>
Q 7	Susan delivered a batch of fresh produce to a buyer, but the buyer refused to pay, claiming that the produce was of substandard quality. Can Susan exercise her rights as an unpaid seller under the Sale of Goods Act, and what evidence will be required to prove the quality of the goods delivered?	<b>10</b>	<b>CO3</b>

Q 8	Sarah received a loan from a friend and pledged her jewelry as collateral. After Sarah repaid the loan, the friend refused to return the jewelry, claiming that it had been lost or stolen. Can Sarah use the Contract Act to demand the return of her pledged property, and what damages can she seek if the friend is found to have breached the terms of the pledge agreement?	<b>10</b>	<b>CO3</b>
<b>SECTION-D</b> <b>2QX15M=30 Marks</b>			
Q 9	<p>Samantha was hired by a company to develop a new software application. The contract specified that the software must be delivered by a certain deadline and meet certain technical requirements. Samantha encountered unforeseen challenges during development, causing delays and difficulties in meeting the specified requirements.</p> <p>A) What are Samantha's obligations under the Contract Act in terms of fulfilling the terms of the agreement?</p> <p>B) Can the company terminate the contract due to Samantha's performance issues, and what remedies are available to them if they do so?</p> <p>C) Can Samantha claim that the unforeseen challenges she faced constitute a breach of the implied terms of the contract, such as the requirement to provide a reasonable standard of skill and care?</p>	<b>3QX5M=15</b>	<b>CO4</b>
Q 10	<p>John purchased a refrigerator from a retailer with a specific warranty period of 2 years. After 1 year, the refrigerator started malfunctioning, causing food spoilage and other damages. Upon inspection by a technician, it was found that the compressor of the refrigerator had failed, and needed to be replaced.</p> <p>A) Can John claim that the malfunctioning of the compressor constitutes a breach of the implied warranty of merchantability, and what remedies are available to him under the Act?</p> <p>B) Can John claim damages for the losses he incurred due to the malfunctioning of the refrigerator, and what factors would be considered by a court in determining the amount of damages?</p> <p>C) If the retailer disputes John's claim and argues that the damage was caused due to misuse of the refrigerator, what evidence would John need to provide to support his claim of breach of implied warranty?</p>	<b>3QX5M=15</b>	<b>CO4</b>