


Name:	
Enrolment No:	

UPES
End Semester Examination, May 2024

Course: BUSINESS LAW Semester: IV
Program: MBA-S&C-KPMG Time: 03 hrs.
Course Code: STGM8022 Max. Marks: 100

Instructions:

This is a CLOSED-BOOK EXAM. Only Graph Papers & Non-scientific calculators, if required, are allowed.

Electronic communication devices such as Smart watches/ Earbuds / Cellphones / Tablets / Laptops / Books / Notes etc. are STRICTLY NOT allowed.

All questions are compulsory and the answers must be “brief and to the point.”

SECTION A
10Qx2M=20Marks

S. No.		Marks	CO
Q 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	CO1
Q 2	An agreement is valid a) which creates legal and social obligations of the parties. b) which creates rights of a party. c) which is written on a piece of paper and signed by the parties. d) which creates legally binding rights and obligations of the parties to it.	2	CO1
Q 3	In contract of sale of goods, if the seller is not the owner of goods, then the title of the buyer shall- a) Not be same as that of the seller b) Be same as that of the seller c) Be better than that of the seller d) None of the above	2	CO1
Q 4	Under which circumstances, the right of stoppage can be exercised by an unpaid seller	2	CO1

	<ul style="list-style-type: none"> a) the buyer has become insolvent. b) the goods are in transit. c) the seller must be unpaid. d) all of the above. 		
Q 5	<p>Under which of the circumstances unpaid seller loses his right of lien by estoppel.</p> <ul style="list-style-type: none"> a) where seller waived the right of lien. b) where the buyer or his agent lawfully obtains possession of the goods. c) any of the above. 	2	CO1
Q 6	<p>Which of the following is a buyer's right against the seller in case of breach of contract?</p> <ul style="list-style-type: none"> a) suit for non-delivery. b) suit for specific performance. c) suit for damages for breach of warranty. d) all of the above. 	2	CO1
Q 7	<p>. Which of the following cannot be converted into LLP?</p> <ul style="list-style-type: none"> a) Partnership firm b) Private company c) Listed company d) (d) unlisted company 	2	CO1
Q 8	<p>Which one of the following statements about limited liability partnerships (LLPs) is incorrect?</p> <ul style="list-style-type: none"> a) An LLP has a legal personality separate from that of its members. b) The liability of each partner in an LLP is limited. c) Members of an LLP are taxed as partners. d) A listed company can convert to an LLP. 	2	CO1
Q 9	<p>Electronic Governance means and includes</p> <ul style="list-style-type: none"> a) Filing any form online. b) Filing any form offline. c) Make application online. d) Both (i) and (iii). 	2	CO1
Q 10	<p>_____ is an offence under the Information Technology Act.</p> <ul style="list-style-type: none"> a) Sending offensive message b) Stealing information c) Video conference d) both (i) and (ii) 	2	CO1

SECTION B

4Qx5M= 20 Marks			
Q 11	“All contracts are agreements, but all agreements are not contracts”. Comment.	5	CO2
Q 12	Tanu bought a new car from a car dealer, but after a few days she noticed that it had a major defect that was not disclosed during the sale. Does she have any legal recourse under the Sales of Goods Act, and if so, what are her options for seeking redress?	5	CO2
Q 13	Write the main points of difference between Partnership and LLP	5	CO2
Q 14	What are the major objectives of enacting the Information Technology Act, 2000?	5	CO2
SECTION-C			
3Qx10M=30 Marks			
Q 15	<p>‘A’ entered into a contract with ‘B’ to supply him 10,000 water bottles of one liter each @ Rs20 per water bottle, to be delivered at a specified time. Thereafter, ‘A’ contracts with ‘C’ for the purchase of 10,000 water bottles @ Rs19 per water bottle, and at the same time told ‘C’ that he did so for the purpose of performing his contract entered with ‘B’.</p> <p>‘C’ failed to perform his contract on the due date and market price on that day was Rs21 per water bottle. Consequently, ‘A’ could not procure any water bottle and ‘B’ rescinded the contract.</p> <p>Calculate the amount of damages which ‘A’ could claim from ‘C’ in the circumstances? What would be your answer if ‘C’ had not been informed by ‘A’ about the contract with ‘B’? Explain with reference to the provisions of the Indian Contract Act, 1872.</p>	10	CO3
Q 16	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?	10	CO3
Q 17	Explain, in short, how does enactment of Information Technology Act, 2000 and the amendment in it in 2008 paves the way for electronic governance in India?	10	CO3
SECTION-D			
2Qx15M= 30 Marks			
Q 18	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	15	CO4

	<p>technician, it was found that the compressor of the refrigerator had failed and needed to be replaced.</p> <ul style="list-style-type: none"> 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? 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? 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? 		
Q 19	<p>Explain the type of contracts in the following agreements under the Indian Contract Act, 1872:</p> <ul style="list-style-type: none"> a) A coolie in uniform picks up the luggage of A to be carried out of the railway station without being asked by A and A allows him to do so. b) Obligation of finder of lost goods to return them to the true owner. c) A contracts with B (owner of the factory) for the supply of 10 tons of sugar, but before the supply is effected, the fire caught in the factory and everything was destroyed. 	15	CO4