

School of Business

**Bachelor of Business Administration Aviation Management
Summer Term Examination – July - August 2024**

**Duration : 180 Minutes
Max Marks : 100**

Sem III - D1UA304T / F010301TB - Business Law*General Instructions*

Answer to the specific question asked

Draw neat, labelled diagrams wherever necessary

Approved data hand books are allowed subject to verification by the Invigilator

- 1) Differentiate between partnership and company. K3(3)
- 2) Differentiate between anticipatory breach and actual breach of contract, providing examples for each. K4(4)
- 3) Explain various types of guarantees and briefly discuss the circumstances where surety is discharged from liability. K2(6)
- 4) Relate essential features of Sales of Goods Act with Indian Contract Act K3(6)
- 5) Suppose you're the owner of a neighborhood grocery store that unexpectedly receives a shipment of goods from a supplier it never ordered from. Discuss how the concept of quasi-contracts can resolve this situation. Provide real-life example and explain their relevance in everyday business dealings. K3(6)
- 6) Discuss different types of partnerships recognized under the Indian Partnership Act, 1932, citing case law instances. K4(8)
- 7) Suppose you're the manager of a newly established high-end art storage facility specializing in preserving valuable paintings. You've recently signed a contract with a renowned art collector to safeguard their priceless collection. To ensure the security and protection of these artworks, you've implemented state-of-the-art security measures. During routine maintenance, a technical malfunction occurs, causing a temporary temperature spike in one of the storage units. As a result, a few paintings show signs of minor heat damage. According to the contract terms, the collector is responsible for delivering the artworks in pristine condition, and you're tasked with ensuring their safekeeping. In light of this incident, discuss the potential legal implications for both parties vis. Bailor and bailee under Indian Contract Act. K3(9)
- 8) As a consultant for XTEK, a tech company known for its innovative software, your job is to look at what makes a contract legally valid. This is important because XTEK is talking with another company 'Swift Solutions' about making new gaming software that could K3(9)

change the industry. In this context explain essential elements of a valid contract with case laws.

- 9) Imagine you are the CEO of a tech start-up seeking funding from an investor. As part of the negotiation process, you propose a Contract of Guarantee to ensure the investor's peace of mind regarding the investment. By taking into account of above statement explain various kinds of Guarantee. Discuss briefly the circumstances in which surety is discharged from his liability. K5(10)
- 10) "Arti had given her colour TV to Sudha, the owner of a repair shop, for its repair, on the payment of certain agreed amount as its repair charges. Sudha had got the colour TV repaired, as per the instructions of Arti, but when Arti had gone to collect the colour TV from Sudha, she had refused to deliver it to Arti, unless Arti would pay her the amount in full settlement of a previous pending bill. Do you think that the retention of the colour TV of Arti by Sudha is legally justified? Analyse the above situation and explain what are the other rights exercise by the unpaid seller against the goods." K4(12)
- 11) TechConnect Ltd., a company established to develop and distribute educational software, expanded its operations without obtaining shareholder approval. The company's Memorandum of Association strictly confines its activities to the education sector. However, the directors, seeing an opportunity, entered into a significant contract to provide software solutions for a healthcare institution. Unfortunately, the healthcare software venture was not within the company's authorized scope. Upon discovering this breach, the healthcare institution seeks advice from you, claiming that the contract is ultra vires. Conclude your opinion with relevent theory and applicable law/ laws. K4(12)
- 12) Imagine you're a small business owner who sells handmade crafts online. You've shipped an order to a customer, but upon delivery, they refuse to pay, citing dissatisfaction with the product. As the seller, what are your rights in this situation as an unpaid seller? Discuss the concept of an unpaid seller in commercial transactions, delve into the rights available to you, and explore how these rights protect your interests and guide your actions in such a scenario. Consider various perspectives and legal aspects that could influence your decision-making process as an unpaid seller seeking recourse. K5(15)