

END TERM EXAMINATION

THIRD SEMESTER (BBA) JANUARY-2024

Paper Code: BBA-201

Subject: Business Laws

BBA(CAM)-201

Time: 3 Hours

Maximum Marks :75

Note: Attempt five questions in all including question no.1 which is compulsory.

- Q4 Discuss the procedure for conversion of partnership into LLP. (15)
- Q5 Implied conditions and implied warranties under the Sale of Goods Act, 1930 are considered to be exceptions to the general rule of caveat emptor. Explain in detail. (15)
- Q6 Differentiate between any three: (3x5=15)
 - (a) Memorandum of association and articles of association
 - (b) Partnership and LLP
 - (c) One person company
 - (d) Private limited company and public limited company
- Q7 What are the various types of negotiable instruments? Explain in detail. (15)
- Q8 Define cheque. Explain the types and effects of crossing made on cheques. (15)

Q1 Answer any five from the following: (5x3=15)

- (a) Difference between contract and agreement
- (b) Breach of contract
- (c) Difference between express and implied contracts
- (d) Doctrine of indoor management
- (e) Sale by non owners
- (f) Lifting of corporate veil
- (g) Dissolution of partnership
- (h) Endorsement

Q2 Go through the following case studies and write answers.

- (a) Mr. Arjun bought a motor car from Karan and used it for four months. Karan had no title to the car, and consequently Arjun had to surrender it to the true owner. Arjun sued to recover the total purchase price he had paid to Karan.
 - (i) Whether there is a breach of condition? (3)
 - (ii) Whether the buyer is entitled to recover the total purchase price? (3)
- (b) Modern Furniture and Associates, a firm dealing with the wholesale and retail buying and selling of various kinds of wooden logs, customized as per the requirement of the customers. Mr. Dev, a customer came to the shop and asked for wooden logs measuring 4 inches broad and 8 feet long as required by the carpenter. Mr. Dev specifically mentioned that he required the wood which would be best suited for the purpose of making wooden doors and window frames. The shop owner agreed and arranged the wooden pieces cut into as per the buyers requirements. The carpenter visited Mr. Dev's house next day, and he found that the seller has supplied Mango Tree wood which would most unsuitable for the purpose. The carpenter asked Mr. Dev to return the wooden logs as it would not meet his requirements. The shop owner refused to return the wooden logs on the plea that logs were cut to specific requirements of Mr. Dev and hence could not be resold.
 - (i) Explain the duty of the buyer and the seller according to the doctrine of "Caveat Emptor". (6)
 - (ii) Whether Mr. Dev would be able to get the money back or the kind of wood as required serving his purpose? (3)

- Q3 (a) What are the various ways in which a contract may be discharged? (8)
- (b) What is a quasi contract? Narrate legal provisions of it. (7)

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