

DEPARTMENT OF MANAGEMENT
SCHOOL OF MANAGEMENT & BUSINESS STUDIES
JAMIA HAMDARD

Odd Semester Examination (Online) April 2021

B.Com (Hons) [FIRST SEM]

Subject Name: ...Business Law.....

MM: 75

Subject Code: ... BCH104.....

Time: 03Hours

Email Id of the Examiner: vardah.saghir@gmail.com

Email Id of the Assistant Superintendent of Exams: bcomhonsfirstsem2021@gmail.com

Email Id of Dean: deanmanagement@jamiahamdard.ac.in

Note:

- Students have to submit the **Scannedhand written solution** to the Examiner, Assistant Superintendent of Examination and Dean on the email ids as mentioned above.
- Students shall use **ruled white paper & blue ink** to write the solution. Each page must have a **serial number and the signature** of the student.
- An additional ½ an hour will be given to the examinees to scan the answer sheets, convert it into single PDF and upload it on the id's given on the question papers.
- If any two copies are found to be similar then both the copies shall be cancelled. Such students will be considered/ tried for unfair means.
- The attached PDF shall be named as follows –
Roll No- Full Name-Enrollment Number-Course-Semester-Subject Abbreviation(Example: 9334032-Rabia Shaheen-2017-334-032-BCOM-I-BL) and students shall also mention the same in subject line of the email & his/her answer copy also.
- Answer All Questions, each carry equal marks.

Q1: Answer the following with reasons.

- i. X of Uttarakhand invites Y of Kerela to stay with him during summer vacations. Y accepts the invitation and informs X accordingly. When Y reaches X's house, he finds it locked and he had to stay in a five star hotel. Can Y claim damages from X?

- ii. X sold his business to Y but this fact was not known to an old customer Z. Z placed an order for certain goods to X by name. Y supplied the goods to Z. Is there a valid contract?
- iii. X, an illiterate old man of about 90 years, physically infirm and mentally in distress, executed a gift deed of his property in favour of Y his nearest relative who was looking after his daily needs. Is X bound by this gift deed?
- iv. X buys a painting believing it to be worth Rs 100000 while in fact it is worth only Rs 10000. Is it a valid contract?
- v. "Impossibility of performance as a rule is not an excuse for non-performance of a contract." Discuss

Q2

- i. "A bailee need not return accretion to the goods to the bailor on the completion of the contract of bailment. Discuss. Explain the different kinds of bailment.
- ii. X delivered a horse to Y for feeding grass in Y's farmhouse against some payment. Without any negligence on Y's part, the horse was stolen. Y did not inform the owner or the police to make any effort to recover the horse as he thought it would be useless to do so. Who is liable and why?

Q3: State whether the following contracts of sale amount to sale or agreement to sell with adequate reasons.

- i. X entered into a contract for sale of the entire crop of rice that would yield on his farm.
- ii. A railway administration entered into a contract for sale of coal ash that might accumulate during the period of contract.
- iii. X entered into a contract for the sale of some goods in a particular ship to be delivered on the arrival of the ship.
- iv. X entered into a contract for sale of painting only if Z, its present owner sells it to him.
- v. State the circumstances under which an unpaid seller can exercise his right of lien.

Q4:

- i. Discuss modes of dissolution of a partnership firm explaining the rights and liabilities of a partner on dissolution.
- ii. Anil introduced Shyam as his partner to C, a supplier of goods. Shyam remained silent. Treating Shyam a partner, C supplied the goods on credit. Is Shyam liable to the supplier?

Q5: Discuss the difference between promissory note and bill of exchange. Explain the meaning of partial endorsement and conditional endorsement with suitable examples.