DEPARTMENT OF MANAGEMENT
SCHOOL OF MANAGEMENT &BUSINESS STUDIES
JAMIA HAMDARD

Even Semester Examination (Online) July 2021

BBA/BBAMBA-Integrated [II-Semester] And Backlog

MM: 75

Subject Name: Business Law

Time: 03Hours

Subject Code: BBA F-06/BBA(I)-F-06

BBA-C-05/BBA(I)-C-05

Email Id of the Examiner: zufishaahmed29@gmail.com

Email Id of the Assistant Superintendent of Exams:bba2ndsemexjulyaugust2021@gmail.com

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

Note:

- Students have to submit the **Scannedhand written solutions**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 attachedPDF shall be named as follows – Roll No- Full Name-Enrollment Number-Course-Semester-Subject Abbreviation(Example: 9334032-Rabia Shaheen-2019-334-032-BBA-IV-MTS)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: Amulya offers to sell a painting to Diksha knowing it to be an imitation of a well-known piece. Diksha, believing it to be an original piece, accepts the offer. Did Diksha and Amulya agree on the same thing in the same sense? Explain.

Q2: "An anticipatory breach of contract is a breach of contract occurring before the time fixed for performance has arrived." Discuss the effects and remedies.

Q3: It is only the sellers who can assure the contents and quality of goods making the exceptions to Caveat Emptor more prominent. Discuss with a case study.Also comment on the following statement: "Once a condition is always a condition, cannot be replaced by a warranty."

Q4: "The Memorandum of Association is an unalterable charter of the company and Doctrine of Ultra Vires is an illusionary protection to shareholders and a pitfall to outsiders." Critically examine the statement with the help of case law.

Q5: Explain the following –

(a) Doctrine of Indoor management

(b) X Ltd. was not able to raise the minimum subscription of Rs.5,00,000 at the time of issue of share capital. Discuss with respect to winding up.

(c) Peter who is a member of VK Ltd. applied to the Company Law Board that VK Ltd. has not conducted an AGM for the last 16 months. Elaborate.