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**PRESIDENCY UNIVERSITY
BENGALURU**

**SCHOOL OF MANAGEMENT
MID TERM EXAMINATION - NOV 2023**

Semester : Semester III - 2022

Course Code : MBA3001

Course Name : Sem III - MBA3001 - Business Law

Program : MBA

Date : 2-NOV-2023

Time : 10:00AM - 11:30AM

Max Marks : 50

Weightage : 25%

Instructions:

- (i) Read all questions carefully and answer accordingly.
- (ii) Question paper consists of 3 parts.
- (iii) Scientific and non-programmable calculator are permitted.
- (iv) Do not write any information on the question paper other than Roll Number.

PART A

ANSWER ALL THE QUESTIONS

(5 X 2 = 10M)

1. State the Classification of Goods as per Sec 6(1) of the Sale of Goods Act. (CO1) [Knowledge]
2. M mows L's lawn without being asked by L to do so. L watches M do the work but does not attempt to stop him. Is L bound to pay any charges to M? (CO1) [Knowledge]
3. State the sources of Indian mercantile law. (CO1) [Knowledge]
4. State two advantages of e-payments. (CO2) [Knowledge]
5. Describe any four basic characteristics of e-payments. (CO2) [Knowledge]

PART B

ANSWER ALL THE QUESTIONS

(3 X 6 = 18M)

6. When two parties enter into an agreement their intention must be to create legal relationship between them. Defend the statement with the help of case law Balfour v/s Balfour. (CO1) [Comprehension]
7. Free consent is essential for formation of every contract. Discuss when does flaw in Free Consent occurs? (CO1) [Comprehension]

8. In case of smart/debit/credit card fraud of a customer explain how to take legal action against the hacker ?

(CO2) [Comprehension]

PART C

ANSWER THE FOLLOWING QUESTION

(2 X 11 = 22M)

9. 'Where there is a right, there is a remedy'. In this context explain what are the remedies for breach of contract explain with the help of Hadley v/s Baxendale case law.

(CO1) [Application]

10. A minor mortgaged his house in favour of a money lender to secure a loan of Rs. 2, 00,000. Out of which the mortgagee paid the minor a sum of Rs. 80,000. Subsequently, the minor sued for setting aside the mortgage, stating that he was underage when he executed the mortgage. In this context:

A. Has the money lender any right of action against the minor for the money lent or for damages for fraudulent misrepresentation?

B. State the case law attached here.

(CO1) [Application]