

Roll No



**PRESIDENCY UNIVERSITY  
BENGALURU**

**SET B**

**SCHOOL OF MANAGEMENT  
MID TERM EXAMINATION - OCT 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. Recall what is "Doctrine of Privity of contract"?  
(CO1) [Knowledge]
2. List the different kinds of offers as stated under the Indian Contract Act 1872.  
(CO1) [Knowledge]
3. Goods form the subject of contract of sale between the parties to the contract of sale, define Goods as per Sec.2 (7) of the Sale of Goods Act.  
(CO1) [Knowledge]
4. Identify the importance and use of electronic cheques.  
(CO2) [Knowledge]
5. State the disadvantages of Internet Banking.  
(CO2) [Knowledge]

**PART B**

**ANSWER ALL THE QUESTIONS**

**(3 X 6 = 18M)**

6. The parties who enter into a contract must have the capacity to do so. Discuss as per Indian Contract Act, who can enter into contract?  
(CO1) [Comprehension]
7. Explain "Doctrine of Caveat Emptor" with the help of Smith v/s Hughes case law.  
(CO1) [Comprehension]
8. What are e-payments? Classify different kinds of e-payments that can be used for the purpose of business?  
(CO2) [Comprehension]

## PART C

### ANSWER THE FOLLOWING QUESTION

(2 X 11 = 22M)

9. A written contract to sell fruit pellets contained the expression stipulation, "shipment to be made in good condition". In fact, some of the pellets were not in good condition when shipped. However, they were, on arrival, still fit to be used for the purpose the buyer had intended and although they were worth less than they should have been, they could still have been re-sold at a reduced price.
- A. Comment on whether there is a breach of condition and whether the buyer is entitled to repudiate the contract and reject the goods.
- B. Write the difference between condition and warranty as per Sale of Goods Act.
- (CO1) [Application]
10. Rajaram contracted to make & deliver 500 pairs of shoes to Bentham by October 31st. A strike of Rajaram's employees prevented him from fulfilling his contract. In a suit by Bentham for breach of contract, Rajaram claimed that the contract was terminated by impossibility of performance.
- A. Was his defence good? Justify.
- B. Interpret Discharge of Contract by Supervening Impossibility.
- (CO1) [Application]