

**ST. JOSEPH’S COLLEGE (AUTONOMOUS), BANGALORE-27**

**BBA/BBASF–VI SEMESTER**

**SEMESTER EXAMINATION: APRIL 2023**

**(Examination conducted in May 2023)**

**BBA6419/BBASF6419: Business Law**

**(For Current Batch Students only)**

**Hours: 2 1/2hrs Total Marks: 70**

**This paper contains two printed sheets and four** **parts**

**Section A**

I. Answer any five questions. Each question carries two marks (5x2=10)

1. Define Procedural Law.
2. State the meaning of Public Domain.
3. Define the term ‘Predatory Pricing’ in regards to the competition Act.
4. Who is an ‘Occupier’?
5. What is the jurisdiction of the National commission?
6. What does the term ‘Rescission’ mean?

**Section B**

II. Answer any three questions. Each question carries five marks (3x5=15)

1. Write briefly about the steps that can be taken for improving the quality of the environment.
2. Briefly explain the objectives of the competition Act.
3. Write a short note on the scope of business law.
4. What are the rights of an unpaid seller?

**Section C**

III. Answer any two questions. Each question carries fifteen marks (2x15=30)

.

1. Expand upon the Penalties for contravention of Competition Act.
2. Who is a consumer? Explain in depth the rights of the consumer.
3. What are not inventions according to Sec 3?

**Section D**

IV.14. Answer the question given below the question carries fifteen marks (1x15=15)

1. An American company and English company entered into a sole agency agreement in 1913 for the sale of paper goods in the USA. The written agreement contained a clause stipulating that it was not a formal nor legal agreement, and an “honourable pledge” between business partners. Subsequently, the American company placed orders for paper which were accepted by the British company. Before the orders were fulfilled, the British company terminated the agency agreement and refused to send the goods, claiming that the 1913 agreement was not legally binding and that, consequently, the orders did not create legal obligations. The questions arose as to (1) whether the sole agency agreement of 1913 constituted a legally binding contract, and (2) whether the orders constituted enforceable contracts of sale. (5 Marks)
2. The defendant, Mr Montefiore, wanted to purchase shares in the complainant’s hotel. He put in his offer to the complainant and paid a deposit to his bank account to buy them in June. This was for a certain price. He did not hear anything until six months later, when the offer was accepted and he received a letter of acceptance from the complainant. By this time, the value of shares had dropped and the defendant was no longer interested. Mr Montefiore had not withdrawn his offer, but he did not go through with the sale. The complainant brought an action for specific performance of the contract against the defendant. The issue was whether there was a contract between the parties after the acceptance of the original offer six months after it was made. (5 Marks)
3. The defendant ran a self-service shop in which non-prescription drugs and medicines, many of which were listed in the Poisons List provided in the Pharmacy and Poisons Act 1933**,**were sold. These items were displayed in open shelves from which they could be selected by the customer, placed in a shopping basket, and taken to the till where they would be paid for. The till was operated by a registered pharmacist. However, the claimant brought proceedings against the defendant for breach of section 18(1) of the Pharmacy and Poisons Act 1933, which requires the supervision of a registered pharmacist for the sale of any item in the Poisons List. The question was whether the contract of sale was concluded when the customer selected the product from the shelves (in which case the defendant was in breach of the Act due to the lack of supervision at this point) or when the items were paid for (in which case there was no breach due to the presence of the pharmacist at the till). (5 Marks)
4. What do you think would be the judgment of the court in these cases?
5. Justify with relevant provisions.