**ST. JOSEPH’S COLLEGE (AUTONOMOUS),**

**BENGALURU -27**

Registration Number:

Date & Session:

**BBA/BBASF– 6th SEMESTER**

**SEMESTER EXAMINATION: APRIL 2024**

**(Examination conducted in May /June 2024)**

**BA6123/BASF6123 : BUSINESS LAW**

**(For current batch students only)**

**Time: 2 Hours Max Marks: 60**

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

**PART A**

**I.** Answer ***any five*** of the following (**5x2 = 10 Marks)**

1. What is meant by private law?
2. State the meaning of ‘Misrepresentation’ in a contract.
3. Give the meaning of new plant variety.
4. Define an environment pollutant.
5. What is a ‘defect’?
6. State the meaning of Dominant Position.

**PART B**

**II.** Answer ***any four*** of the following (**4x5 = 20 Marks)**

1. Illustrate with a diagram and write a note on the hierarchy of the courts.
2. Briefly explain the grounds for rejection of a patent.
3. Write a note on types of IPR.
4. Explain the measures for protecting and improving the quality of the environment.
5. What are the functions of the competition commission of India?

**PART C**

**III.** Answer ***any two*** of the following (**2x10 = 20 Marks)**

1. Explain the patent application process in detail.
2. Discuss the unfair trade practices under consumer protection act.
3. Explain the rights and duties of a buyer.

**PART D**

**IV. Answer the following (1x10=10 Marks)**

**15.**

 **A. Ramsgate Victoria Hotel v Montefiore (1866)**

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 Montefiore had not withdrawn his offer, but he did not go through with the sale.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.

In the above case which side did the court rule? Justify. (5 Marks)

B. **Felthouse v Bindley [1862]**

The complainant, Paul Felthouse, had a conversation with his nephew, John Felthouse, about buying his horse. After their discussion, the uncle replied by letter stating that if he didn’t hear anymore from his nephew concerning the horse, he would consider acceptance of the order done and he would own the horse. His nephew did not reply to this letter and was busy at auctions. The defendant, Mr. Bindley, ran the auctions and the nephew advised him not to sell the horse. However, by accident he ended up selling the horse to someone else. Paul Felthouse sued Mr. Bindley that the horse was his property, Mr. Bindley argued there was no valid contract for the horse, since the nephew had not communicated his acceptance of the complainant’s offer.

Is the above case a valid contract? Justify. (5 Marks)