**ST. JOSEPH’S UNIVERSITY (AUTONOMOUS), BENGALURU -27**

Registration Number:

Date & Session

**B.Com IV SEMESTER**

**SEMESTER EXAMINATION: APRIL 2024**

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

**BC 4322 – Business Law**

**(For current batch students only)**

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

**This paper contains \_\_\_2\_\_\_ printed pages and 4 parts**

**Section A**

I Answer any **five** of the following  **(3 x 5 = 15 marks)**

1. Differentiate between condition and warranty.
2. List any three sources of law
3. State the meaning of competition advocacy.
4. What are the essential conditions for an invention?
5. Mention the three consumer redressal forums under the Consumer Protection Act.
6. How are copyrights different from patents?

**Section B**

II Answer any **two** of the following **(5 x 2 = 10 marks)**

1. Briefly explain the concept of abuse of dominance as per the Competition Act 2002 with the help of a real-life example.
2. Write a short note on what can be protected under a copyright.
3. Write a note on the Environmental Protection Act.

**Section C**

III Answer any **two** of the following **(10 x 2 = 20 marks)**

1. Write a note on the essential elements of a contract of sale.
2. Elaborate on the procedure for filing a patent.
3. Explain the various unfair trade practices under the Consumer Protection Act.

**Section D**

IV **Answer the following (1 X 15 = 15 marks)**

1. **a.** A agreed to sell B 300 tons of groundnuts deliverable in Hamburg. The usual and normal route at the date of the contract was via the Suez Canal. The shipment was to be in December 1956 but on November 2nd, the canal was closed to traffic and was not reopened till April of next year. A refused to ship the goods via the Cape of Good Hope (another shipping route) on the excuse that there was supervening impossibility because of the closing of the Suez Canal. Has the contract been discharged? Comment.

**b.** X agreed to pay Y a sum of Rs.1,00,000, if she was hired as a full time lecturer in a college in which Y was the principal. Y convinces the committee to select X. After getting hired, X did not pay the amount. Can Y sue for breach of contract? Explain

**c.** M put an adverstisement in the newspaper for an auction of artwork to be conducted in Mysore on 31st January 2023 at 12.30pm. N on seeing this notice made arrangements to travel from Bengaluru to Mysore for the same. On reaching the venue on the date specified, N was informed that the auction had been cancelled. Can N start a suit to claim damages for the amount spent on travelling to and back from Mysore?. Comment with respect to essentials of a valid offer.

**(5+5+5)**