

(4)

BCH-204

(ii) X, a driver purchased a taxi car as a self employed taxi operator. The car had a manufacturing defect. X filed a suit for the recovery of ₹ 20,000 spent by him for removing the manufacturing defect. The manufacturer denied the liability on the ground that X is not a consumer. Who will succeed under the provisions of the Consumer Protection Act, 1986 ? (CO5)

(b) Write short notes on the following : (CO5)

(i) Limitation period for filling of complaint.

(ii) Defect in Good and Deficiency in services.

(c) "Under the Consumer Protection Act, there is a three tier quasi-judicial mechanism for Redressal of Consumer Grievances." In view of this statement, explain the provisions related to redressal of consumer grievances. (CO5)

BCH-204

380

H.

Roll No. ....

**BCH-204**

**B. COM. (HONS.)**

**(SECOND SEMESTER)**

**END SEMESTER**

**EXAMINATION, June, 2023**

**BUSINESS LAW**

**Time : Three Hours**

**Maximum Marks : 100**

**Note :** (i) All questions are compulsory.

(ii) Answer any *two* sub-questions among (a), (b) and (c) in each main question.

(iii) Total marks in each main question are **twenty**.

(iv) Each sub-question carries 10 marks.

1. (a) Do you agree that all illegal contracts are void but all void contracts are not illegal. Answer with suitable examples. (CO1)

**P. T. O.**

(2)

BCH-204

- (b) Give the decisions in the following cases. Also state the reasons :
- (i) Shubam, agreed to let his hall to Vansh for some public entertainment on 1st June, 2016. On 15th May, 2016, the hall was destroyed by fire. Discuss the rights of Shubam and Vansh.
- (ii) A transport company refuses to deliver certain goods to the consignee unless the consignee pays an illegal charge for the carriage. The consignee pays the amount demanded to get the goods. Can consignee recover the amount back from the transport company ? (CO1)
- (c) What are the remedies available to the aggrieved party in case of breach of contract ? (CO1)
2. (a) Define a contract of indemnity. What are the rights of an indemnity holder ? (CO2)
- (b) Explain the meaning of Doctrine of "Caveat Emptor". State its exception. (CO2)

(3)

BCH-204

- (c) Who is an Unpaid seller ? What are the rights of an Unpaid seller ? (CO2)
3. (a) Define Partnership. Discuss in detail minor's position in partnership. (CO3)
- (b) Discuss various modes of dissolution of Partnership Firm. (CO3)
- (c) Discuss Registration of a Firm. What are the Effects of Non-Registration of Partnership Firm ? (CO3)
4. (a) What is Promissory Note ? Discuss its essential features. (CO4)
- (b) Define crossing ? Explain the types of Crossing. (CO4)
- (c) Write the difference between : (CO4)
- (i) Holder and Holder in due course.
- (ii) Bills of Exchange and Cheque.
5. (a) Give the decisions in the following cases. Also state the reasons :
- (i) A customer's cheque was dishonoured by a bank inspite of the sufficient balance in the account. Is the bank liable under the Consumer Protection Act, 1986 ?