

**NMIMS Global Access  
School for Continuing Education (NGA-SCE)**

**Business Law**

**Internal Assignment Applicable for June 2016 Examination**

Assignment Marks: 30

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***Instructions:***

- *All Questions carry equal marks.*
  - *All Questions are compulsory*
  - *All answers to be explained in not more than 1000 words for question 1 and 2 and for question 3 in not more than 500 words for each subsection. Use relevant examples, illustrations as far as possible.*
  - *All answers to be written individually. Discussion and group work is not advisable.*
  - *Students are free to refer to any books/reference material/website/internet for attempting their assignments, but are not allowed to copy the matter as it is from the source of reference.*
  - *Students should write the assignment in their own words. Copying of assignments from other students is not allowed.*
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1. Miss Priya sold gold jewellery to Mr. Ravil worth 6 Lacs and received a cheque for the full amount. On presentment, the cheque was dishonoured by the bank. Thus, Miss Priya is an unpaid seller. As an unpaid seller what are the rights of Priya against the goods and against Mr Ravil.

**(Explain any of the five rights + five examples)**

**(10 Marks)**

2. Alfa enters into a contract to sell 200 bags of wheat to Mr. Gamma at a price of Rs 20000. In every contract there are certain conditions & warranties. Such conditions & warranties can be express as well as some times are implied. State any of the five conditions which are implied in every contract of sale of good unless the circumstances of the contract show a different intention.

**(10 Marks)**

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3. Amman, Namman , Dhavaan , are three friends just passed their BBA exams now , they are planning to start a new business . Amman, Namman are interested to start the business in the form of partnership firm but Dhavaan suggests that they should start as a company. Amman, Namman consulted with some of their seniors and come to a conclusion that it's better to start with a partnership firm keeping all the factors in mind.
- a.** Suggest certain points which can differentiate between the two form of business that is partnership and company and on the basis of such points give the conclusion that it's better to start as a partnership firm. **(5 Marks)**
- b.** Suppose, Dhavaan also agrees, that let's start with the partnership firm and design the partnership deed first , what should be the various clauses that should be incorporated in the partnership deed by them. **(5 Marks)**

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