

NAIPUNNYA BUSINESS SCHOOL (NBS)
FIRST SEMESTER MBA I INTERNAL EXAMINATION OCTOBER 2024
LEGAL ENVIRONMENT OF BUSINESS(BUS1C03)

Time:1 hour 30 min

Maximum:30 marks

Part A

Answer all questions
Each question carries 2 marks

1. Define "contract" L2; CO1
2. Write a short note on : Sale by Sample L1; CO1

Part B

Answer any two questions
Each question carries 4 marks

3. Define voidable contract. Explain the differences between a void Contract and a voidable contract. Give examples L2; CO2
4. "A" a customer goes to a Supermarket and picks an article with a price tag. However when reached the counter to pay, "B"the shop keeper refuses to sell. Can "A" file a case for breach of contract against "B" the shopkeeper?
Explain L2; CO2
5. Explain the provisions related to capacity to contract L2; CO2
6. What are the rights and responsibilities of a finder of lost goods? L2; CO2

Part C

Answer any one question
Each question carries 8 marks

7. What is Quasi-contract ? Discuss the kinds quasi contracts dealt with under the Indian Contract Act. L2; CO2
8. What are the remedies available for breach of contract? L2; CO2

Part D

Compulsory question
10 Marks

9. A, a fast-food caterer, was busy handling multiple deliveries one afternoon. Among the orders was a package of food items and snacks meant for a customer at a specific address. In the rush, A accidentally delivered the order to B's house, believing it to be the correct location. B, unaware of the mistake, discovered the food on his doorstep and, without questioning it, brought the items inside. Instead of contacting the fast-food caterer or checking if the delivery was meant for him, B decided to enjoy the unexpected meal. He quickly consumed the items, thinking he had received a stroke of good fortune. After an hour passed, A realized the error while reviewing the day's deliveries and returned to B's house, explaining the mistake.

Turn Over

A requested B either return the food or pay for what he had consumed. B, however, was unwilling to cooperate. He argued that since he hadn't placed the order and never requested the food, he had no obligation to pay for it. B felt that it wasn't his fault that the delivery was made to the wrong address, and therefore, he should not be held responsible for any payment or return of the items.

1. Does B have an obligation to pay for the food he consumed, even though he did not order it?
2. What are B's responsibilities under the doctrine of quasi-contract?
3. Can A legally demand compensation for the food items B used?

L3; CO2
