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Register Number:

DATE:

**ST. JOSEPH’S COLLEGE (AUTONOMOUS), BANGALORE-27**

**B.Com– VI SEMESTER**

**SEMESTER EXAMINATION: APRIL 2022**

(Examination conducted in July-August 2022)

BC/BPS 6318 - Business Law

Time- 2 ½ hrs Max Marks-70

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

**Section A**

I Answer any **five** of the following  **(5 X 2 = 10marks)**

1. Give the meaning of substantive law and procedural law.
2. State any two essentials of a valid contract of sale.
3. List any two unfair trade practices according to the Consumer Protection Act.
4. Mention any two reliefs granted for an infringement of patent.
5. What is hacking according to the Information Technology Act?
6. Give the meaning of *hazardous substance* according to the Environment Protection Act.

**Section B**

II Answer any **three** of the following **(3 x 5 = 15 marks)**

1. Write short notes on provisional specification and complete specification with respect to filing of patent application.
2. Briefly explain the concept of anti-competitive agreements as per the Competition Act 2002.
3. Write a note on the powers of the Central Government under the Environmental Protection Act 1986.
4. Enumerate the various sources of business law in India.

**Section C**

III Answer any **two** of the following **(2 x 15 = 30 marks)**

1. *“Two or more person are said to consent when they agree upon the same thing in the same sense”.* When is consent said to be free? Elaborate with examples.
2. a. What is IPR? Briefly explain the various types of IPR. **(5 marks)**

b. Elaborate on the list of inventions that are non patentable under the Indian Patents Act. **(10 marks)**

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1. Explain the various consumer dispute redressal forums in India.

**Section D**

IV **Compulsory Question (1 X 15 = 15 marks)**

1. An agreement for the supply of wood was sent to Woody Pvt.Ltd. The manager of Woody Pvt Ltd wrote the word “approved” on the agreement but accidently left it in his drawer. Was a contract formed?
2. An offer was made by A to sell goods on the 1st April for Rs.2,000. B the offeree telephoned A on the 5th April offering to pay Rs.1,800 for the goods. On the 8th April, A offered to sell the goods to C for Rs.1,900, and C accepted this offer on the same day. On the 7th April, B sent a letter to A which was received on the 8th April agreeing to pay the Rs.2,000. Can B sue for breach of contract? Explain.
3. A minor purchased on credit eleven fancy waistcoats from N. At the time, the minor had enough clothes of his own and this was a luxury purchase. Later the minor defaulted on payment. Can the minor be held liable? Is there any restitution available to N?

(5 + 5 + 5)

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