



Reg.No:

SNS College of Technology, Coimbatore-35.
(Autonomous)
Internal Assessment - II
Academic Year 2022-2023 (Odd)
First Semester
Department of Management Studies
19BAT604 – Legal Aspects of Business

B

Time: 1 ½ Hours

Maximum Marks: 50

Answer all the questions

PART A		CO	Bloom	Marks
1.	Interpret the duties of buyer?	CO 2	U	2
2.	Illustrate Auction of Sale with an example?	CO 2	R	2
3.	Distinguish between a promissory note and a bill of exchange.	CO 3	R	2
4.	List down the essential features of negotiable instruments?	CO 3	U	2
5.	Define a 'holder' and 'a holder in due course'.	CO 3	R	2
PART B				
6.	a. Explain the rights of an unpaid seller against goods under the Sale of Goods Act.	CO 2	R	13
	(or)			
	b. Does the Sale of Goods Act provide any rules performance of contract in sale of goods? If so, what are they?	CO 2	An	13
7.	a. State with the reason whether the following payment amount to payment in due course :-	CO 3	An	13

(i) Any instrument is payable to A or his order and it is not endorsed by him it is paid to B who is in actual possession of the instrument.

(ii) An instrument payable to bearer, all endorsed in blank, payment to a person in position of the instrument.

(or)

b. Define crossing of a cheque or draft? What are the different kinds of crossing and explain the rules regarding crossing?

CO 3 U 13

8 a. Case Study:
Ravinder Raj V/S Maruti Udyog Ltd. & Competent Motors Co. Pvt. Ltd.

CO 2 An 14

In set case,
 In 1986 Mr.Ravinder Raj booked a cream colour Maruti 800 car by paying Rs. 10,000. He booked a car in Competent Motors Co. Pvt. Ltd. showroom which was associated with the Maruti Udyog Ltd. for selling of Maruti cars through their showrooms. In July 15, 1988 showroom informed Mr.Ravinder Raj that his maruti car allotment has matured for delivery. In Feb. 1989 he paid Rs. 78,351.05 towards the total cost of the car. In order to confirm the full payment. But at 1st march 1989 there was an increase in excise duty payable, caused a price hike of Rs. 6,710.61. In same showroom sent an letter to Mr.Ravinder stating that he need to pay excess amount, in April 5, 1989 Mr.Ravinder under protest pays the

excess amount and filed a suit against Maruti Udyog Ltd. & Competent Motor CO. Pvt. Ltd. stating that he was not responsible in any ways in delay in delivery of the vehicle so he should not be made to bear the increase in price because of excise duty.

According to respondents and their learned counsel, amount paid was subject to the price prevailing on the date of invoice. Delay in delivery was because of the colour of vehicle which Mr.Ravinder had requested. No evidence of any deliberate intention on part of the respondents to delay delivery.

Questions:

- (1) Who has to pay the extra amount as per Sale of Goods Act, 1930?
- (2) Does the company provide any compensation to Mr.Ravinder, as per Sale of Goods Act, 1930?

or

- 8 b. M/s. Laxmi Dyechem v. State of Gujarat, MANU/SC/1030/2012: In this case the Hon'ble Supreme court of India held that in case the cheque gets dishonored because of the fact that the signature on the face of the cheque does not match with the signature of the drawer then a case can be made out by the payee against the drawer of the cheque under Section 138 of the Negotiable Instruments Act, 1881.
- CO3 An 14

Question:

If the cheque gets dishonoured because the signature on the face of the cheque do not match with that of the signature of the drawer, then, can the provisions of Section 138 of the Negotiable Instruments Act, 1881 be attracted?

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