



ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study Based on
..... 'Essentials of Contract'
.....

Name of the student : Shalini . C
Programme / course : B.Com CA 'B'
Department : Commerce
Semester : III
Date : 08-09-2023
Subject name : Business law
Subject code :

Signature of the faculty : Jee



BUSINESS LAW

Case Study #1

Mr. A developed a shopping mall at Mumbai at the request of Mr. B who is a municipal corporator. Mr. C makes agreement to pay Rs. 2,50,000. Mr. A accept the proposal of Mr. C is this an agreement or a contract -

Answer:

The given case is under the chapter of Consideration, which means the promisor executes the work at the desire or under the direction of the promisee. In this set case Mr. A developed a shopping mall at Mumbai with the prior request of Mr. B who is a municipal corporator. Mr. C makes agreement to pay Rs. 2,50,000 and Mr. A accepted the proposal of Mr. C.

Judgement:

As mentioned above A developed a shopping mall at Mumbai at the request of B who is a municipal corporator. C agree to pay Rs. 2,50,000 to A as mentioned in the above case C is the promisee between A and B so there is no valid consideration between A and C because u/s (b) anything is



done voluntarily, there is no lawful consideration.

Case Study #2

Harish says in conversation to Suresh that he will give Rs. 10,000 to a person who so ever may marry his daughter. Alok marries Harish daughter and files the suit to recover Rs. 10,000 Will Alok succeed?

Answer:

The given case is under the chapter of consideration which means which the promisor executes the work at the desire or under the direction of the promisee. In this set case Harish shows his wish to give away a good amount to the person who will marry his daughter. Alok marries his daughter and files a suit to recover the amount as Harish refuses to pay.

Judgement:

As mentioned above Mr. Harish clear his wish to pay the amount who so ever marries his daughter. Here Mr. Harish just expressed his wish and it was a voluntary action taken by him. The Indian Law says as per the section 2. (b) anything is done voluntarily, there is no lawful



consideration. To have a legal consideration, consideration must move at the desire of the promisor. Here, the husband just expressed his wish. Therefore, it cannot be a consideration. Hence, there is no contract made in this case.

Case Study #3

X in consideration of Rs. 5,00,000 from Y agrees to murder Z. Z talks about borrowing the money from K who knowingly lends money to Y. Can K recover this amount?

Answer:

The given case is under the chapter of fraud, which means the active concealment of a fact by a person having knowledge or belief of the fact. Fraud arises when there is a false representation of a fact made with the knowledge that it is false or without belief in its truth or reckless not caring whether it be true or false. In this case, X in consideration of Rs. 5,00,000 from Y agrees to murder Z while borrowing the money from K who knowingly lends money to Y. Can K recover this amount?

Judgement:



As mentioned above in this case x in consider of RS. 5,00,000 from y agrees to murder z while borrows the money from k knowingly lends money to y. In this case k is not eligible to recover the amount, because according to section-17 fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not caring whether it be true or false. here, person who takes a risk even he knows that what he does may be dangerous is comes under the fraud. k knows the fact behind lending money from him which is used for dangerous event. therefore k is fraud under section-17.

case study # 4

Ms. Anu is the employer and sends Ayay in search of the pet cat which was missing for 3 days. After Ayay left in search of the cat Anu advertise in a newspaper saying that whoever finds the cat will give a reward of RS. 10,000. Ayay find it and the reward ignored can be claim the reward.



Answers:

The given case is under the chapter of offer and acceptance. Offer refers to the signification by one person to another of his willingness to enter into a contract with him on certain terms. It may be expressed or implied from the conduct of the parties. In this set case Mr. Anu told to Mr. Ajay to search his cat. Mr. Ajay went for the search and after Ajay left in search of cat Anu advertise in a newspaper saying that whoever finds his cat will give a reward of 10,000. Ajay find it but Mr. Anu refuses to give reward.

Judgement:

As mentioned above Mr. Anu advertise the reward after Ajay went in search therefore in this case there is lack of communication. A person cannot accept an offer as long as he is unaware of its existence. Unless an offer is properly communicated there can be no acceptance of it. There can be no acceptance of it and no offer by a person to himself. An acceptance of an offer in ignorance of the offer is no acceptance at all and does not create any legal rights and obligations. Mr. Anu need not pay the reward amount to Ajay.



Case Study #5

A and B are friends. B treats during A's illness but does not accept payment from A for the treatment and A promises B's son X to pay him Rs. 1000. A being poor is unable to pay. X sues A for the money. Can X recover?

Answer:

The given case is under the chapter of consideration where the agreement between X and A are not in the contract in the absence of consideration. The agreement can be called as contract if there is a consideration present in contract between two people. In this case B treats A during his illness but it's not a valid consideration since it is a voluntary action performed by Mr. B.

Judgement:

The agreement between X and A is not the contract in the absence of a consideration. In this case X father B voluntarily treat A during his illness apparently it is not a valid consideration because it is voluntary, whereas consideration to be valid must be given at the desire of the promisee.
Section 2(D) if it is a promise to compensate a person



who has voluntarily owe something from the promisee, as per the expectations the promisee must be to compensate a person who has himself done something from the promisee must be to compensate a person who has himself done something from the promisee and not to be a person who has done nothing to the promisee as the son X to whom the promisee was made did nothing for A so A's promisee is not enforceable even under the exception. Therefore X can't not recover the money from A.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study based on "Consideration
..... of contract
.....

Name of the student : Nanya Shree R

Programme / course : Bcom - CA - B

Department : commerce

Semester : III

Date : 08/09/2023

Subject name : Business Law

Subject code :

Signature of the faculty :



BUSINESS LAW

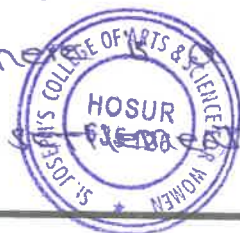
Case Study:-1

Amit and Amita were husband and wife and was always quarrelling amongst each other. Amit promises to pay Rs. 50,000 to Amita as monthly expenses and give her a duplex apartment in Dadar, after promising and entering in to agreement. Amit failed to provide the same, Amita filed a suit against Amit will she succeed?

Ans:-

The given case is under the chapter of consideration, which means the promises execute the work at the desire or under the direction of the promisor. Consideration is essential for the validity of an agreement, in other words an agreement made without consideration is void. However section 25 (1) that is natural love and affection, deal with the exception of this rule.

In this set case there is a quarrel between Amit and Amita due to which there is marital discord between two. As a part of the



husband agrees to pay for the maintenance allowances to his wife provided she stays separately.

~~The wife~~ ~~the~~ ~~husband~~ ~~is~~

Case:- Rajlucky v/s Bhoothnath

An agreement was entered into by a husband with his wife during quarrels and disagreements, whereby the husband promised to give some property to wife. But after this he refused to perform the action and here the agreement was held to be void.

Judgement

As mentioned above an agreement was entered in to by Amit with his wife Amrita during their quarrels, whereby the husband agrees to pay the maintenance allowance to his wife provided she stays separately. In the above case the agreement held to be void because, under the circumstances, there was no natural love and affection between parties. As per the exceptions under the consideration Section 25 (1) love and affection states that agreement has to be made out of natural love



and affection and it should be between the parties standing near relationship to each other.

As we seen in this case nearness of relationship, however does not necessarily import love and affection.

Therefore there is no consideration made by husband hence it is only an agreement and not a contract.

Therefore it is a void agreement hence husband need not have to pay compensation for the separation.



Case Study :- 2

By means of full preference A has obtained from B a cheque crossed "not negotiable" he took that cheque to a bank (other than drawee bank) which paid it. B issues the bank for conversion.

1. Has A committed any offence or irregularity. Under the negotiable instrument act.

2. Is B entitled to get any relief?

3. How will you decide the case.

Ans:-

The given case is under the chapter of negotiable instrument which means promissory notes, bills of exchange or cheque payable either to order or to bearer.

In this set case because of full preference A obtained a cheque from B a crossed cheque saying not negotiable. He took the cheque to bank (collecting bank) which paid it. Here the not negotiable word came on crossing because of this crossing the cheque becomes made available to pay to bearer that is to



anyone who holds it therefore here A did a lawful negotiation as he got a cheque and went to the collecting banker who collects the cross checks on behalf of their customer, because of not negotiable title bank paying in good faith and without negligence to their regular customer to ensure the interest of customers.

Judgement

Here the cheque is crossed with the label "not negotiable" which means the transferee cannot get a better title than that of transferor. It also means that it can be paid only to a certain person. A negotiable cheque is one which is made payable to bearer that is to anyone who holds it. Here because of full preference A has obtained a cheque because of that "not negotiable" cross cheque gives authority to receive the payment to check therefore A followed the rules and regulations covered under the negotiable instrument Act. They did not committed any offence or irregularity under the Negotiation instrument.



Here because of full preference A obtain a cheque from B with the cross cheque "not negotiable" because of this crossing the cheque becomes made available to pay to bearer that is to anyone who holds it. Hence here B will not get any relief as the transaction is lawful under the negotiable instrument act, 1881.



Case Study 3:-

A and B are friends. B treats A during A's illness but does not accept payment from A for the treatment and A promises B's son X to pay him Rs. 1000. A being poor is unable to pay. X sues A for the money can X recover.

Ans:-

The given case is under the chapter of Consideration where the agreement between X and A are not in the contract in the absence of consideration. The agreement can be call it as contract if there is a consideration present in contract between 2 people.

In this case B treats A during his illness but it is not a valid consideration since it is a voluntary action performed by Mr. B.

Judgement:-

The agreement between X and A is not the contract in the absence of a consideration. In this case X father B voluntarily treat A during his illness



Apparently it is not a valid consideration because it is voluntary, whereas consideration to be valid must be given at the desire of the promisor under section 2(d) if it is a promise to compensate a person who has voluntarily owe something from the promisor, as per the exceptions the promisor must be to compensate a person who has himself done something from the promisor and not to a person who has done nothing to the promisor as the son X to whom the promise was made did nothing for A so A's. Therefore X cannot recover the money from A.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : *A case study based on " valid*
..... *contract "*

Name of the student : *N. Meghna.*
Programme / course : *Bcom - CA - 'A'*
Department : *commerce*
Semester : *IV*
Date : *01/09/2023.*
Subject name : *Business Law.*
Subject code :

Signature of the faculty : *[Signature]*



i] A Saves B's goods from fire. Can a demand payment for his service?

CASE STUDY:- A SAVES B'S GOODS FROM FIRE.

SCENARIO: A, passerby notices a fire breaking out in B's warehouse. without hesitation, A rushes in and manages to extinguish the fire before it causes significant damage to B's goods. B, the owner of the warehouse and goods, expresses gratitude for A's quick intervention.

JUDGMENT :- The Court carefully considered the arguments presented by both parties and examined relevant legal principles and precedents. The following factors were crucial in reaching the judgement.

- i] Good Samaritan laws.
- ii] Contractual Agreements.
- iii] Voluntary Action.



2] X, who needs immediate cash, sells his gold ring worth Rs. 5,000 for Rs. 1,000 to Y. Is the transaction valid?

CASE STUDY: unfair transaction.

SCENARIO: X approaches Y, a local jeweler known for buying gold time items. X explains their situation and offers to sell the gold ring. Y, aware of X's financial desperation, offers Rs. 1,000 for the ring, stating it's the best offer X will get considering the urgency.

JUDGEMENT:-

The transaction between X and Y is not valid due to its unethical nature. It exploits X's financial distress and undervalues a valuable asset, the gold ring. Such transaction goes against principles of fairness and equity, and the law may view them as exploitative or unconscionable.



3] P receives Summons to appear in the court and gives evidence in a case involving Q. Q promises to pay P Rs.1000 as compensation for the loss of time during his attendance. Is the Consideration Valid?

CASE STUDY:- P v. Q.

SCENARIO :- Q's promise to pay P Rs.1000 as compensation for the loss of time during his attendance in court can be considered valid consideration. P's attendance and giving evidence in the court case can be seen as providing a benefit to Q, and Q's promise to compensate P for their time constitutes consideration.

JUDGEMENT:- The Court examined the elements of a valid contract, which include offer, acceptance, intention to create legal relations, and consideration. In this case, Q's promise to pay Rs.1000 to P can be considered as consideration.



4] M Finds N's Purse Containing a lot of Cash and hands it over to him. N promises to pay M Rs. 3000 in application of his service. Does it result in Contract?

SCENARIO:- These could potentially be a Contract formed between M and N. However, whether a Contract is formed or not depends on various factors, including the intention of the parties, the understanding of the terms, and the context of the situation. Let's analyze this scenario in a case study format.

JUDGEMENT:-

Based on the facts presented, it appears that there is a valid Contract between M and N. M provided a service N accepted the service and promised payment in return and both parties had the intention to create legal relations.

Therefore M could potentially enforce N's promises to pay Rs. 3000 as per the terms of the Contract.



5] D owes C Rs. 3000 but the debt has become irrecoverable because of the law of limitations. D after some time, promises in writing to pay C a sum of Rs. 1500 on account of the debt. Is the contract valid?

SCENARIO:- If D promises in writing to pay C a sum of Rs. 1500 on account of the time barred debt of Rs. 3000, the contract would likely be considered valid and enforceable, as long as the promise is made before the expiration of the applicable limitation period and meets the requirements of being in writing and signed by the debtor.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : *A Case study based on "Sales of Goods"*

Name of the student : *Deepa Lakshmi. R*

Programme / course : *Bcom 'A'*

Department : *Commerce*

Semester : *III*

Date : *25/08/2023*

Subject name :

Subject code :

Signature of the faculty : *Deepa*



BUSINESS LAW : CASE STUDIES

Case 2 :

There is a constant quarrel between Ankita and Aniket due to which there is a marital discord between two. As a part of settlement the husband agrees to pay sum of Rs. 60000 per month as maintenance allowance of his wife. Provided she stays separately. Does the wife has a claim to get that amount

The given case is under the chapter of consideration which means the promisee executes the work at the desire or under the direction of the promisor. Consideration is essential for the validity of an agreement i.e. in other words an agreement made without consideration is void. However section 25(1) that is natural love and affection. deal with the exception of this rule.

In this case there is a quarrel between Aniket and Ankita due to which there is a marital discord between two. As a part of settlement the husband agrees to pay for the maintenance allowance to his wife provided she stays separately.



Case 2

X in consideration of Rs: 500,000 from Y agrees to murder Z while borrows the money from K who knowing lends money to Y can K recover this amount.

The given case is under the chapter of fraud. which means the active concealment of a fact by a person having knowledge or belief of the fact. Fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not carrying whether it be true or false and without belief in its truth or reckless not carrying whether it be true or false

In this set case X in consideration of Rs. 500,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount



Case 3 :

Mr. A Developed a shopping mall at mumbai at the request of Mr. B who is a municipal corporator . Mr. C makes agreement to pay Rs. 250000 . Mr. A accept the proposal of Mr. C is this an agreement or a contract justify your answer .

The given case is under the chapter of consideration which means the promises executes the work at the desire or under the direction of the promisor .

In this set case Mr. A developed a shopping mall at mumbai with the prior request of Mr. B who is a municipal corporator Mr. C makes agreement to pay Rs. 2,50,000 and Mr. A accepted the proposal of Mr. C .





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : ~~The~~..... A case study based on "Purchase"
..... and promise of contract

Name of the student : Mallika.T
Programme / course : B Com 'A'
Department : Commerce
Semester : III
Date : 25/08/2023
Subject name : Business law
Subject code :

Signature of the faculty : Dewya



Case Study: 1

Cyber Pharma was manufacturing a medicine for cure AIDS. They advertise in international magazine saying that whoever consumes this medicines will not suffer from AIDS. Mrs. Mathew read this advertisement in the magazine and purchased. She claimed for the reward of 10 million pounds as a compensation as promise in the advertisement. Can she claim? Will she succeed?

Ans:

The given case is under the chapter of offer and acceptance. Offer refers to the signification by one person to another of his willingness to enter into a contract with him on certain terms. It may be expressed or implied from the contract of the parties.

In this case Cyber Pharma was manufacturing a medicine for cure AIDS. They advertise in international magazine saying that whoever consumes this medicines will not suffer from AIDS. Mr. Mathew read this advertisement in the magazine and purchased. She claimed for the reward of 10 million pounds as a compensation as promise in the advertisement. But company refuse it.



case: Carlill v/s Carbolic Smoke Ball Co.

Carbolic Smoke Ball Co, advertise in paper -
Whoever consume their medicine will not
suffer from influenza. In case they will give
1000 Pound. This advertise read by Carlill and
she consumed and used in spite of that
she suffering from influenza. She went to
company and asking for reward but company
said she didn't communicate that she
purchasing their company's product.

Judgement:

As mentioned above here Mrs. Mathew
read the giving advertisement and according
to the instruction she performed that means
she accept the given order and in spite
of that she suffered from Aids. The parties
can enter in to contract when there is
an offer and acceptance. here both
the are present so it is an contract.

Therefore Mrs. Mathew can claim for the compensation.



case study: 52

Mr. John a principal of an engineering collage promised his student who was studying in the first year engineering that if he allows his professor to complete the syllabus on time Principal John would as the teacher to passing out in the Final Exam. The student promised but did not allow professor to complete syllabus. Professor passed the student before exams subsequently still the syllabus could not be completed. The professor filled a suit for the reversal of result can he succeed? justify.

Ans:

The given case is under the chapter of consideration which means which means the promises executes the work at the desire or under the direction of the promiser.

In this case Mr. John a principal of an Engineering collage promised his student who was studying in the Final year engineering that if he allows his professor to complete the syllabus on time principal John would as the teacher to passing



in the Final Exam. The student promised but did not allow Professor to complete Syllabus. Professor passed the student before exams. Subsequently still the Syllabus could not be completed.

Judgement :-

As mentioned above here Mr. John considering illusory thing. The law says that Consideration to be valid must be real and valuable and must not be illusory and sham. Here the consideration is having legal impossibility and even as per Section 23 considerations must not be illegal, immoral and opposed to public policy therefore. Here giving three marks in return of completing the syllabus is illegal and immoral act hence the consideration is illegal.

Therefore, here Professor can file a suit for reversal of result.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : *A case study based on contract of*
..... *Pledge and bailment*

Name of the student : *R. Poornima*
Programme / course : *B.com - B*
Department : *Commerce*
Semester : *III*
Date : *23.08.2023*
Subject name : *Business Law*
Subject code :

Signature of the faculty : *[Signature]*



CASE STUDY : 01

X need of money he draws his bills to Y who accepts it. X endorses that bill to Z who get set for value consideration is Y liable to pay to Z.

Ans:

The given case is under the chapter of negotiable instrument which means promissory notes, bills of exchange or cheque payable either to order or to bearer.

Value consideration refers to necessary element of a contract, which confers a benefit on the other party. Valuable consideration can include money, work, performance, assets, a promise, or abstaining from an act.

Here the bill is endorsed by X to Z that means X transfer the bill to Z it means X is free from liability of Z as he transfers the bill to Z by considering the value of bill which he is having to repay the Z. therefore here Z accepts the bill in good faith without negligence therefore



the Liability of Y is changes as the Z is the holder of bill. Therefore Y is Liable to pay to Z as per the original condition state at the time of issuing the bill

CASE STUDY: 02

Abhishekh holds the promissory note as a holder in due course. He gives it to Aishwarya. Is Aishwarya holder in due course why?

Ans:

The given case is under the chapter of negotiable instrument which means promissory notes, bills of exchange or cheque payable either to order or to bearer.

In this set case Abhishekh holds the promissory note as a holder in due course. He gives it to Aishwarya. Here abhishek is a holder of in due course. Holder of due course refers to an individual who takes a commercial paper for value, in good faith, with the belief that it is valid, with no knowledge of any defects. He must have taken the instrument for value before maturity.



Here Aishwarya becomes holder in due course ~~become~~ because as per the Section 9 of holder in due case says that the person can be call it as holder in due case in the title of the person whom he derived his title. Under Section 42 of privilege of a holder in due course says that, the acceptor of a bill of exchange or promissory note will be liable to the holder in due course. He cannot say that the other parties to the bill were fictitious. Aishwarya accepted the same promissory note with a good faith with the belief that it is valid.

CASE STUDY - 03

State with the reasons whether the following payment amount to payment in due course:-

1. A bill exchange is payable at a future date is paid before maturity.
2. An instrument is paid before maturity and is successfully endorse to another
3. Any instrumen is payable to



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

Ans:

The given case is under the chapter of negotiable instrument which means promissory notes, bills of exchange or cheque payable either to order or to bearer

1. The payment is done in due course when payment is made at or after maturity of bills of exchange to its holder in good faith and without notice that his or her title to the bill is defective therefore here payment before maturity period does not come under payment in due course

2. As per the negotiable instrument act.

Due course refers to payment made at a good faith with the belief that it is valid, with no knowledge of any defects because of endorsing it to the another person



Successfully without having any defect at the time of negotiation we can say this situation is under the payment in due course

3. A is an actual possession of the instrument as the principal instrument holder is A.

therefore A is the holder in due course

Whereas A need to pay the amount to B therefore here with A's order the instrument is paid to B.

4. here an instrument is payable to bearer, all endorsed in blank payment to a person in position of the instrument here blank endorsement means if the endorser signs his name only and does not specify any person to whom it ~~specify any person to~~ should paid is called blank endorsement.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : ..A.. case Study based on "Performance.....
..... of a contract".....

Name of the student : Dharshini R.P
Programme / course : B.com CA "A"
Department : commerce
Semester : III
Date : 01/09/2023
Subject name : Business law
Subject code :

Signature of the faculty : 



BUSINESS LAW

Case Study: 1

Mr. Anuj is the employer and sends Ajay in search of the pet cat which was missing for 3 days. After Ajay left in search of the cat Anuj advertise in a newspaper saying that whoever finds the cat will give a reward of RS.10,000. Ajay find it and the reward ignored Can he claim the reward. Justify your answer.

Ans:

The given case is under the chapter of offer and acceptance. Offer refers to the signification by one person to another of his willingness to enter in to a contract with him on certain terms. It may be expressed or implied from the conduct of the parties.

In this set case Mr. Anuj told to Mr. Ajay to search his cat. Mr. Ajay went for the search and after Ajay left in search of cat Anuj advertise in a newspaper saying that whoever finds his cat will give a reward of 10,000. Ajay find it but Mr. Anuj refuses to give reward.



case: Lalman v/s Gauri Dutt

Gauri Dutt sent his several Lalman in search of his missing nephew. Gauri Dutt announced a reward for information concerning the boy. Lalman traced the boy in ignorance of any such announcement. Subsequently Lalman came to know of his reward. He claimed it. Held - Lalman was not entitled to the reward.

Judgement:

As mentioned above Mr. Anuj advertise the reward after Ajay went in search therefore in this case there is lack of communication. A person cannot accept an offer as long as he is unaware of its existence. Unless an offer is properly communicated there can be no acceptance of it. There can be no offer by a person to himself. An acceptance of an offer in ignorance of the offer is no acceptance at all and does not create any legal rights or obligations.

Therefore, here in this case Mr. Anuj need not pay the reward amount to Ajay.



Case Study :: 2

B offers to sell his car to A for Rs. 95,000. A accepts to purchase it for 94,000. B refuses to sell the car for 94,000. Subsequently A agrees to purchase the car for 95,000 but B refuses to sell. A sues for the specific performance of contract will he succeed?

Ans:

The given case is under the chapter of offer and invitation to an offer which means the signification by one person to another of his willingness to enter into a contract with him on certain terms. It may be expressed or implied from the conduct of the parties.

In this case B offers to sell his car to A at a specific cost as per B's desire. A made a counter offer and A rejected. Subsequently B agrees to purchase on the original offer rate but B refuses to proceed.



case : Harvey v/s Facie :

In this case Facie had a bumper hall pen. Harvey sent telegram to Facie asking about two questions.

1. Will you sell the bumper hall pen?
2. What is the minimum price of bumper hall pen?

Facie replied the minimum price of pen is 100 pounds after some time Harvey replied that he is willing to purchase the pen but Facie didn't replied to Harvey because it is just an invitation to an offer therefore here Facie need not have to sell the pen.

Judgment:

As mentioned above to enter in to the contract there contract should have a willingness to sell the car and even B showed the interest to purchase by making first counter offer and then agree on same price but because of lack of faith on partner, B may refuse to enter in to contract. Since it is a invitation of an offer and no proper contract made between two parties therefore not have to sell the car to A.



Case Study :-3

Harish says in conversation to Suresh that he will give RS. 10,000 to a person who so ever marry his daughter. Alok marries Harish daughter and Files the Suit to recover RS 10,000 Will Alok Succeed?

Ans:

The given case is under the chapter of Consideration which means which means the promises executes the work at the desire or under the direction of the Promiser.

In this case Harish shows his wish to give away a good amount to the person who will marry his daughter. Alok marries his daughter. and his daughter and Files a suit to recover the amount as Harish refuses to pay.

Case: Durgaprasad vs Baldeo

In this Case Mr. Durgaprasad constructed the market under the direction of municipal Corporater. Market allotted to various person, Mr. Baldeo was one of them. He made



agreement that he will pay commission to Mr. Durgaprasad for the land allotment in the market. But after his agreement Mr. Baldeo failed to pay money to Mr. Durgaprasad hence Durgaprasad filled a case against Baldeo.

Judgment:

As mentioned above Mr. Harish clear his wish to pay the amount who so ever marries his daughter. Here Mr. Harish just expressed his wish and it was a voluntarily action taken by Harish. The Indian law says as per the Section 2(d) anything is done voluntarily. Here is no lawful consideration. To have a legal consideration, consideration must move at the desire of the promisor here there Harish just expressed his wish therefore. It cannot be a consideration hence there is no contract made in this case.

Therefore Mr. Harish need not have to pay certain amount to Mr. Alok.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : .CASE STUDY..BASED..ON.."CONSIDERATION.....
....FOR...A...CONTRACT".....

Name of the student : Pavatharani .D
Programme / course : Bcom "B"
Department : Commerce
Semester : III
Date : 23/08/2023
Subject name : Business Law
Subject code :

Signature of the faculty :



BUSINESS LAW

CASE STUDIES

CASE STUDY : 1

Raja and Mala were husband and wife and was always quarreling amongst each other. Raja promises to pay ₹ 40,000 to Mala as monthly expenses and give her a duplex apartment in Dadar, after promising and entering into an agreement, Raja failed to provide the same. Mala filed a suit against Raja. Will she succeed?

Answer:- The case comes under consideration, which means the promisee executes the work at the desire or under the direction of the promisor. Consideration is essential for the validity of an agreement that is in other words the agreement made without consideration is void.



In this case there is a quarrel between Raja and Mala due to which there is a marital discord between two. As a part of Settlement the husband agrees to pay for the maintenance allowance of his wife provided she stays separately.

Judgement:- As mentioned an agreement was entered into by Raja and Mala his wife during their quarrels, where her husband agrees to pay maintenance allowance to his wife, she stays separately. As per Section 25(i) love and affection states that agreement has to be made out of natural love and affection between parties with relationship near each other. Therefore it is void agreement hence husband need not have to pay compensation for the separation.

CASE STUDY : 2

Mari needs of money he draws his bills to Kumari who accepts it. Mari endorses that bill to Ravi who get set for value. Consideration is Kumari liable to pay to Ravi.

Answer:- The case is under negotiable instrument which means promissory notes, bills of exchange, ^{or} Cheque



Payable either to order or to bearer. Value Consideration can include money, work, performance, assets, or abstaining from an act.

Judgement:- The bill is endorsed by Mari to Ravi that means Mari transfer to Ravi it means Mari is free from liability of Ravi as he transfers the bill to Ravi by considering the value of bill which he is having to repay the Ravi. Therefore here Ravi accepts the bill in good faith without negligence therefore the liability of Kumar changes as the Ravi is holder of bill. Therefore Ravi is liable to pay by Kumar as per the original Condition State at time of issuing bill.

CASE STUDY:3

Suresh developed a Shopping mall at Salem at the request of Kumar who is a municipal Corporation. Kumar makes agreement to pay ₹ 260000, Suresh accept the proposal of Kumar. Is this an agreement or a contract justify your answer.

Answer:-

It is under Consideration, which means the Promisor executes the work at the desire or under the direction of the Promisee.



In this case Suresh developed a shopping mall at Salem with the prior request of Kumar who is a municipal Corporation. Kamel makes agreement to pay ₹260000 and Suresh accepted the proposal of Kamel.

Judgement:- As Suresh developed a shopping mall at Salem at the request of Kumar who is a municipal Corporation. Kamel agrees to pay ₹260000 to Suresh as mentioned in the above case Kamel is stranger between Suresh and Kumar so there is no valid consideration between Suresh and Kamel because u/s 2(D) anything is done voluntarily, there is no lawful consideration.

CASE STUDY:-4

Anu an infant obtains a loan from Priya.
Can Priya asked to repay the money to Anu?

Answer:- The case is minor's agreement. In India according to minor's agreement, agreement with the minor is void from the beginning because a minor has no capacity to contract. The court says minor is not supposed to have mature judgement.



Judgement:-

In this case Anu an infant obtain from Periya. Can Periya asked to repay the money to Anu. As per Section 3 of Indian Majority Act, 1875 is the person who has not completed the age of 18 years. The Act says minor agreement is void. Therefore, Anu is the minor the agreement is void. Hence Periya cannot ask for repay.

CASE STUDY:-5

Harish says in conversation to Suresh that he will give ₹10000 to a person who so ever marry his daughter. Alok marries Harish daughter and files the suit to recover ₹10000 will Alok succeed?

Answer:- The case is Consideration which means promises executes the work at desire or under the direction of the promisor. Harish shows his wish to give away a good amount to the person who will marry his daughter. Alok marries his daughter and files a suit to recover the amount. ~~refuses~~ to pay.



Judgement:-

As mentioned above Mr. Harish Clear his wish to pay the amount who so ever marries his daughter. The Indian law says as per section 2(D) anything is done voluntarily, there is no lawful consideration. The consideration all must move to Promisee here Harish just expressed - So it is not contract. Therefore Mr. Harish need not have to pay certain amount to Mr. Alok.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A Case ~~has~~ study based on "Valid contract"
.....

Name of the student : Abinaya . N
Programme / course : Bcom CA - A
Department : commerce
Semester : III
Date : 02/09/2022
Subject name : Business Law
Subject code :

Signature of the faculty : P. Mathi



Case Study 4:-

X in consideration of Rs 5,00,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount.

Ans:-

The give case is under the chapter of Fraud which means the active concealment of a fact by a person having knowledge or belief of the fact. Fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not carrying whether it be true or false.

In this set case X in consideration of Rs 5,00,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount.

Judgement:-

As mentioned above in this case X in consideration of Rs 5,00,000 from Y agrees to murder Z while



borrow the money from K knowingly lends money to Y. In this case K is not eligible to recover the amount, because according to section 17 fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not caring whether it be true or false. Here person who takes a risk even he knows that what he does may be dangerous is comes under the fraud. K knows the fact behind lending money from him which is used for dangerous event therefore K is fraud under section 17.



Case study 5:-

Mr. A developed a shopping mall at Mumbai at the request of Mr. B who is a municipal corporator. Mr. C makes agreement to pay Rs 2,50,000. Mr. A accept the proposal of Mr. C. Is this an agreement or a contract justify your answer.

Ans:-

The given case is under the chapter of consideration, which means the promises executes the work at the desire or under the direction of the promisor.

In this set case Mr. A developed a shopping mall at Mumbai with the prior request of Mr. B who is a municipal corporator. Mr. C makes agreement to pay Rs 2,50,000 and Mr. A accepted the proposal of Mr. C.



Case :- Durgaprasad v/s Baldeo

In this case Mr. Durgaprasad constructed the market under the direction of municipal corporator. Market allotted to various person, Mr. Baldeo was one of them.

He made an agreement that he will pay commission to Mr. Durgaprasad for the land allotment in the market. But after this agreement Mr. Baldeo failed to pay money to Mr. Durgaprasad hence Durgaprasad filed a case against Baldeo.

Judgement:-

As mentioned above A developed a shopping mall at Mumbai at the request of B who is a municipal corporator C agree to pay Rs 2,50,000 to A as mentioned in the above case C is the stranger between A and B so there is no valid consideration between A and C because U/s 2 (d) anything is done voluntarily, there is no lawful consideration.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title :A case study based on 'contract of
.....pledge and contract of sale'.....

Name of the student : k. Mamtha
Programme / course : III B.com "B"
Department : Commerce
Semester : III
Date : 12.10.2022
Subject name : Business Law
Subject code :

Signature of the faculty : Vasanth



CASE STUDY - 01

A an infant obtains a loan from B.
Can B asked to repay the money to A?

Ans:

The given case is under the chapter of minor's agreement. In India according to minor's agreement, agreement with the minor is void from the begging because a minor has no capacity to contract. The court says minor is not supposed to have mature judgement.

In this set case A an infant obtain from B. Can B asked to repay the money to A.

Case : Mohori Bibi v/s Dharmodas ghose

A minor executed an agreement for Rs. 20,000 and received Rs. 8000 as earnest money from the mortgagee. he sued for setting aside the mortgagee. The mortgagee wanted to refund of Rs. 8000 which he already paid.



Judgement:

As mentioned above here A is a minor who is according to the Section 3 of the Indian Majority Act, 1875 is the person who has not completed the age 18 years. Indian majority Act says that agreement with minor is a void agreement and it also says no restitution or compensation to minor that means if minor has received any benefit under void agreement he cannot be asked to compensate or pay for it or returning back the property as per Section 64 and 65

Therefore, because A is the minor the agreement is void

Hence B cannot ask for repay

CASE STUDY-02

A is holder of a bill he endorses it "Sans recourse" to B. B endorses it to C. C to D and D again to A:



1. Can A recover the amount of the bill from B
2. What are the rights of D
3. Can A recover the amount from C and D any of them

Ans:

The given case is under the chapter of negotiable instrument which means promissory notes, bills of exchange or cheque payable either to order or to bearer. Under the negotiable Instrument Act 1881, endorsement refers to writing the name of endorsee on the back of instrument by endorser under his signature with object of transferring the right therein.

Judgement:

In this set case A is a holder of bill he endorses it "Sans recourse" to B. Sans recourse means without recourse - an endorser of a negotiable instrument may make endorsement



on condition that he is not to be held liable as a prior party hence.

A can recover the amount of the bill from B

If an endorser excludes or limits his liability by using the word Sans recoures and afterwards becomes the holder of the same instrument, therefore as per section. 52 all intermediate endorser continue to be liable to him as negotiation back is taking place here.

Hence here A can recover the amount from C and D or any of them.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study based on "Essentials
OF Sales OF Goods".

Name of the student : Premavathy . D
Programme / course : B.COM - "B"
Department : Commerce
Semester : III
Date : 12/10/2022
Subject name : Business Law.
Subject code :

Signature of the faculty :



1. A invites B for dinner on a particular day. B accepts the invitation but is unable to attend due to personal work. Can A take legal action against B?

Answer

In simple terms, A probably can't take legal action against B for not showing up to dinner. social invitations are usually just friendly gestures, not legal agreements. If B couldn't come due to work, that's a reasonable excuse. It's better for A to understand and not make a big deal out of it.

Judgement

In this case, A wouldn't have a good reason to take legal action against B. Invitations to dinner are usually just friendly gestures, not contracts. If B couldn't make it because of work, that's valid excuse. So, A should understand and let it go instead of trying to sue B.



2 X agrees to sell his bicycle to Y for Rs. 500. Before the date of sale, the bicycle is lost. What happens to the contract?

Answer

If the bicycle is lost before the date of sale, the contract becomes void because the subject matter of the contract (the bicycle) no longer exists. Therefore, X is not obligated to sell the bicycle to Y, and Y is not obligated to buy it from X.

Judgement

In this scenario, if the bicycle is lost before the date of sale, the contract becomes void ab initio, which means it is void from the beginning. As a result, neither party can enforce the contract, and any obligations or rights arising from it cease to exist.



3 P lends RS 1000 to Q a minor. Can P take legal action against Q if the latter does not repay?

Answer

No, P cannot take legal action against Q if Q is a minor. Minors are not legally capable of entering into contracts, except for certain types of contracts deemed "necessaries" (such as food, clothing, and shelter). Since a loan of RS 1000 is not considered a necessary, P cannot enforce the contract against Q, and Q is not legally obligated to repay the loan.

Judgement

The judgement would be that P cannot take legal action against Q to enforce repayment of the loan because Q is a minor. Minors are not legally bound by contracts unless they are for necessities. Therefore, the contract for the loan of RS 1000 to Q would not be enforceable against Q.



A Matknife point threatens N to sell the latter's farm worth Rs. 5 lakhs for Rs. 50,000 what is the relief available to N?

Answer

In this scenario, N can seek legal remedies against matknife point for coercion and intimidation. N can file a complaint with the appropriate authorities, such as the police, and pursue legal action against matknife point for threatening behaviour and attempting to force the sale of the farm at an unfair price under duress. Additionally, N may also seek an injunction to prevent matknife point from further threatening or coercing them and may pursue damages for any harm or loss suffered as a result of the coercion.

Judgement

1. Issuing an injunction against matknife point to prevent further coercion.
2. Declaring the attempted sale of the farm void due to coercion and duress.
3. ordering matknife point to cease all attempts to force the sale of the farm at an unfair price.
4. potentially awarding damages or N for any harm or losses suffered as a result of matknife point actions.



5 R the neighbour of S pays S's electricity bill when S is not in station. Can S refuse to repay R?

Answer

If R pays S's electricity bill as a gesture of goodwill while S is not in the station, S can refuse to repay R unless there was a prior agreement or understanding between them that S would reimburse R for such expenses. In the absence of any agreement, S is not legally obligated to repay R for paying the electricity bill. However, ethical considerations may still prompt S to offer gratitude or reciprocate the favour in some way.

Judgement

Legally, S is not obligated to repay R unless there was a prior agreement or understanding between them regarding reimbursement for expenses such as the electricity bill. Therefore, if R pays S's electricity bill without prior arrangement, S can refuse to repay R, and there is no legal recourse for R to compel repayment. However, ethical consideration and the nature of their relationship may influence the outcome, and S might choose to repay R as a gesture of gratitude or goodwill.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : ..A case study based on "Essentials
of contract of sale".....

Name of the student : Tiya.R
Programme / course : B.Com - A
Department : Commerce
Semester : III
Date : 14/10/2022
Subject name : Business law
Subject code :

Signature of the faculty :

Seenakp



Case study : 1

Mr. A Developed a shopping mall at Mumbai at the request of Mr. B who is a municipal corporator. Mr C makes agreement to pay Rs. 2,50,000. Mr. A accept the proposal of Mr C. Is this agreement or a contract justify your answer.

The given case is under the chapter of consideration, which means the promises executes the work at the desire or under the direction of the promissor.

In this seat case Mr. A developed a shopping mall at mumbai with the prior request of Mr. B who is a municipal corporator Mr. C makes agreement to pay Rs. 2,50,000 and Mr. A accepted the proposal of Mr. C.

case : Durgaprasad V/s Baldeo.

In this case Mr. Durgaprasad constructed the market under the direction of municipal corporator, market allotted to Various person, Mr. Baldeo was one of them, He made an agreement that he will pay commission to Mr. ^{-prasad} durga for the land allotment in the market. But after the agreement Mr. Baldeo failed to pay money to Mr. durgaprasad hence durgaprasad failed a case against baldeo.



Judgement :

As Mentioned above A developed a shopping mall at mumbai all the request of B who is a municipal corporator C agree to pay Rs. 2,50,000 to A as mentioned in the above case C is the stranger between A and B so there is no Valid consideration between A and C because U/s 2 (D) anything is done Voluntarily, there is no lawful consideration.



Case study: 2

X in consideration Rs. 5,00,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount.

This given case is under the chapter of fraud which means the active concealment of a fact by a person having knowledge or belief of the fact. Fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not caring whether it be true or false.

In this set cases X in consideration of Rs 5,00,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount.

Judgement:

As mentioned above in this case X in consideration of Rs. 5,00,000 from Y agrees to murder Z while borrows the money from K knowingly lends money to Y. In this case K is not eligible to recover the amount, because according to Section-17 Fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not caring whether it be true or false. Here, person who takes a risk even he knows that what he does may be dangerous is come under the fraud. K knows the fact behind lending money from him which is used for dangerous event therefore K is fraud under Section



Case study: 3

A and B are friends, B treats A during A's illness but does not accept payment from A for the treatment and A promises B's son X to pay him Rs. 1000, A being poor is unable to pay X sees A for the money can X recover.

The given case is under the chapter of consideration where the agreement between X and A are not in the contract in the absence of consideration present in contract between 2 people.

In this case B treats A during his illness but its not valid consideration since it is a Voluntary action performed by Mr. B.

Judgement:

The agreement between X and A is not the contract in the absence of a consideration. In this case X father B Voluntary treat. A during his illness apparently It is not a valid consideration because It is Voluntary whereas consideration to be valid must be given at the desire of the promisor under Section 2(d), if it is promise to compensate a person who has Voluntarily done something from the promisor, as per the exceptions the promises must be to compensate a person who has himself done something ~~from the promisor must to be compensate to a person who has~~ himself done something from done nothing to the promisor as the son X to whom the promisor was made did nothing for A so A ~~is~~. Therefore X cant not recover the money from A.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study based on "Essentials of
..... Goods or Sale for contract"

Name of the student : AKSHARA . R . R
Programme / course : BCOM CA 'A'
Department : commerce
Semester : III
Date : 02/09/2022
Subject name : Business law
Subject code :

Signature of the faculty : P. Maithul



① X buys a Cycle from Y. After a few days, X Comes to know that Y has no title to the Cycle. What Can X do?

Ans:

If X discovers that Y has no title to the cycle after borrowing it, X should initiate a conversation with Y to clarify the situation. During the discussion, X can request evidence or documentation proving Y's ownership of the cycle. If Y is unable to provide satisfactory proof or refuses to cooperate, X may need to seek legal advice to resolve the matter. Depending on the severity of the situation and local laws, X might have to consider taking legal action to reclaim ownership of the cycle or seek compensation for any losses incurred. Communication and adherence to legal procedures are essential in addressing this issue effectively and fairly.

Judgement:

Based on the situation described, it's important for X to approach the matter calmly and gather evidence if necessary.



② P agrees to supply 100 boxes of pencils, each containing 12 pencils to Q. Q finds, upon delivery, only 10 pencils in each box. Advise Q.

Ans:

Q should immediately contact P to address the discrepancy in the delivery. They should provide evidence, such as photographs or a written statement, detailing the contents of the boxes upon arrival. Q should request either a refund for the remaining quantity as agreed upon in the contract. If P fails to resolve the issue satisfactorily, Q may need to consider legal action or involving a mediator to reach a resolution.

Judgement:

In this scenario, it's evident that P has not fulfilled their contractual obligation to supply 100 boxes of pencils, each containing 12 pencils. Q has the right to demand compensation or additional supply to rectify the situation. P should take responsibility for the error and take appropriate measures to make amends for the shortfall.



③ A, who is a diabetic, buys a Cough Syrup without disclosing his problem to the seller. Actually, the Syrup is not recommended by ~~for~~ people with diabetic conditions. A's diabetic condition aggravates after consuming the medicine. Can he hold the seller liable?

ANS: A may have difficulty holding the seller liable in the situation. Typically, the responsibility lies with the customer to disclose any relevant health conditions to the seller before purchasing medication. Since A did not disclose his diabetic condition to the seller and purchased the cough syrup without proper consultation, it could be challenging to argue that the seller is at fault for A's aggravated diabetic condition.

Judgement: In this case, A's failure to disclose his diabetic condition to the seller and to seek proper medical advice before purchasing the cough syrup complicates the matter. While the seller should ensure that their products are safe for general use, it is ultimately the customer's responsibility to provide accurate information about their health conditions. A's decision to purchase the cough syrup without proper consultation may weaken his case for holding the seller liable. However, depending on local consumer protection laws and the specific circumstances, A may still have some legal recourse if the seller knowingly sold a product that posed a significant risk to individuals with diabetic conditions without proper warning or disclosure.



Q R buys a radio set that does not working right from day one. what remedy he have against the seller?

ANS: R has several remedies available against the seller due to purchasing a defective radio set.

firstly, R should promptly contact the seller to inform them of the issue and request either a repair, replacement, or refund, as per Consumer rights law. If the seller refuses to provide a satisfactory resolution, R may escalate the matter by filing a complaint with relevant consumer protection agencies or seeking legal advice.

Judgement:

purchasing a defective product entitles R to seek remedies such as repair, replacement, or refund from the seller. The seller has a legal obligation to provide a product that functions properly, and failure to do so could constitute a breach of consumer protection laws. R should act swiftly to assert their rights and seek redress from seller to ensure they are not unfairly burdened with a malfunctioning radio set. if necessary, R should consider seeking assistance from customer advocacy groups or legal professionals to navigate the process and ensure a satisfactory outcome.



⑤ M buys a bun containing a stone that breaks one of M's teeth. Can he sue the seller for damages?

ANS: M may have grounds to sue the seller for damages in this situation. Purchasing a bun containing a stone poses a significant health risk, resulting in damage to M's tooth. M should first gather evidence, such as photographs of the stone in the bun and any medical reports relating to the tooth injury. M should then consult with a lawyer to assess the strength of their case and determine the appropriate legal action to take against the seller.

Judgement:

The presence of a stone in the bun represents a clear breach of the seller's duty to provide safe and consumable food products. M's injury resulting from

consuming the bun further strengthens their case for seeking damages from the seller.

It is crucial for M to document the incident thoroughly and seek legal advice to ensure that their rights are protected and that they receive appropriate compensation for the harm suffered. The seller may be held liable for negligence or breach of implied warranties, depending on the specific circumstances of



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ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : *A case study based on*
..... *"Proposal of Agreement"*

Name of the student : *Bebegara*
Programme / course : *Blom-A*
Department : *Commerce*
Semester : *II*
Date : *14/10/2022*
Subject name : *Business Law*
Subject code :

Signature of the faculty : *Seena Jay*



CASE STUDY: 1

A and B are friends. B treats A during A's illness but does not accept Payment from A for the treatment and A promises B's son X to pay him Rs. 1000. A being Poor is unable to pay. X sues A for the money can X recover.

Ans:

The given case is under the chapter of consideration where the agreement between X and A are not in the contract in the absence of consideration. The agreement can be call it as contract if there is a consideration present in contract between 2 people.

In this case B treats A during his illness but its not a valid consideration since it is a voluntary action performed by Mr. B.

JUDGEMENT:

The agreement between X and A is not the contract in the absence of a consideration. In this case X father B voluntarily treat A during his illness apparently it is not valid consideration because it is voluntary, whereas consideration to be valid must be given at the desire of the promisor under Section 2(d) if it is a promise to compensate a person who has voluntarily done something from the promisor, as per the exceptions the promisor must be to compensate a person who has himself done something from the promisor and not to whom the promisor has made nothing for as the promise is not enforceable even under the exception.



CASE STUDY : 2

Mr. A Developed a shopping mall at Mumbai at the request of Mr. B who is a municipal corporator. Mr. C makes agreement to pay Rs. 2,50,000.

Mr. A accept the proposal of Mr. C Is this an agreement or a contract justify your answer.

Ans:

The given case is under the chapter of consideration which means the promisor executes the work at the desire or under the direction of the promisor.

In this set case Mr. A developed a shopping mall at Mumbai with the prior request of Mr. B who is a municipal corporator. Mr. C makes agreement to pay Rs. 2,50,000 and Mr. A accepted the proposal of Mr. C.

Case: Durgaprasad v/s Baldeo.

In this case Mr. Durgaprasad constructed the market under the direction of municipal corporator. Market allotted to various person, Mr. Baldeo was one of them. He made an agreement that he will pay commission to Mr. Durgaprasad for the land allotment in the market. But after this agreement Mr. Baldeo failed to pay money to Mr. Durgaprasad hence Durgaprasad failed a case against Baldeo.



JUDGEMENT:

As mentioned above A developed a shopping mall at Mumbai at the request of B who is a municipal corporator C agree to pay Rs. 250,000 to A as mentioned in the above case C is the stranger between A and B so there is no valid consideration between A and C because U/s 2(D) anything is done voluntarily, there is no lawful consideration.



CASE STUDY: 3

A an infant obtains a loan from B
Can B asked to repay the money to A?

Ans:

The given case is under the chapter of minor's agreement. In India according to Minor's has no cap. agreement, agreement with the minor is void from the begging because a minor has no capacity to contract. The court says minor is not supposed to have mature judgement.

In this set case A an infant obtain from B
Can B asked to repay the money to A.

case: Mohori Bibi vs Dharmodas Ghose:

A minor executed an agreement for Rs. 20,000 and received Rs 8,000 as earnest money from the mortgagee, he sued for setting aside the mortgage. The mortgagee wanted to refund of Rs 8000 which he already paid.



JUDGEMENT:

As mentioned above here A is a minor who is according to the Section 3 of the Indian Majority Act 1875 is the person who has not completed the age of 18 years Indian Majority Act says that agreement with minor is a void agreement and it also says no restitution or compensation to minor that means if minor has received any benefit under void agreement he cannot be asked to compensate or pay for it or returning back the property as per section 64 and 65.

Therefore, because A is the Minor the agreement is void.

Hence B cannot ask for repay.



CASE STUDY: 4

X need of money he draws his bills to Y who accepts it. X endorses that bill to Z who get set for value consideration is Y liable to pay to Z.

Ans:

The given case is under the chapter of negotiable instrument means promissory notes bills of exchange or cheque payable either to order or to bearer.

value consideration refers to necessary element of a contract, which confers a benefit on the other party. valuable consideration can include money, work, performance, assets, a promise, or abstaining from an act.

Here the bill is endorsed by X and Z that means X transfer the bill to Z it means X is free from liability of Z as he transfers the bill to Z by considering the value of bill which he is having to repay the Z - therefore here Z accepts the bill in good faith without negligence therefore the liability of Y is changes as the Z is the holder of bill.

Therefore Y is liable to pay to Z as per the original condition state at the time of issuing the bill.



CASE STUDY: 5

X in consideration of Rs 500,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount.

Ans:

The given case is under the chapter of fraud which means the active concealment of a fact by a person having knowledge or belief of the fact. fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not caring whether it be true or false.

In this set case X in consideration of Rs. 5,00,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount.



JUDGEMENT:

As mentioned above in this case X in consideration of Rs. 5,00,000 from Y agrees to murder Z while borrows the money from K knowingly lends money to Y. In this case K is not eligible to recover the amount, because according to section-17 fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not caring whether it be true or false. Here, Person who takes a risk even he knows that what he does may be dangerous is comes under the fraud. K knows the fact behind lending money from him which is used for dangerous event therefore K is fraud under section -17.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study Based on - "performance
..... of contract"

Name of the student : Swiya . s
Programme / course : B. Com - CA - "B"
Department : Commerce
Semester : III
Date : 9/9/2022
Subject name : Business law
Subject code :

Signature of the faculty :



Case Study : 01

B offers to sell his car to A for Rs. 95,000. A accepts to purchase it for 94,000. B refuses to sell the car for 94,000. Subsequently A agrees to purchase the car for 95,000, but B refuses to sell. A sues for the specific performance of contract. Will he succeed?

Ans:

The given case is under the chapter of offer and invitation to an offer which means the signification by one person to another of his willingness to enter into a contract with him on certain terms. It may be expressed or implied from the conduct of the parties.

In this case B offers to sell his car to A at a specific cost as per B's desire. A made a counter offer and A rejected. Subsequently B agrees to purchase on the original state but B refuses to proceed.



Case : Harvey v/s facie

in this case facie had a bumper hall pen, harvey sent telegram to facie asking about two questions.

① Will you sell the bumper hall pen?

② What is the minimum price of bumper hall pen?

facie replied the minimum price of pen is 100 pounds after some time harvey replied that he is willing to purchase the pen but facie didn't replied to harvey because it just an invitation to an offer therefore here facie need not have to sell the pen.

Judgement :

As mentioned above to enter in the contract there should have a willingness of both the parties to agree on same. Here A showed his willingness to sell the car and even B showed his interest to purchase by making first counter offer and then agreeing on same price is but because of lack of faith on partner, B may refuse to enter in to contract.



Since it is a invitation of an offer and no proper contract made between two parties therefore B need not have to sell the car to A.

Case study : 02

Harish says in conversation to Suresh that he will give Rs. 10,000 to a person who so ever marry his daughter. Alok marries Harish daughter and files the suit to recover Rs. 10,000 will Alok succeed?

Ans:

The given case is under the chapter of Consideration which means the promises executes the work at the desire or under the direction of the promisor.

In this set case Harish shows his wish to give away a good amount to the person who will marry his daughter. Alok marries his daughter and files a suit to recover the amount as Harish refuses to pay.



CASE: Durgaprasad v/s Baldeo

In this case Mr. Durgaprasad constructed the market under the direction of municipal corporation. Market allotted to various person, Mr. Baldeo was one of them. He made an agreement that he will pay commission to Mr. Durgaprasad for the land allotment in the market. But after his agreement Mr. Baldeo failed to pay money to Mr. Durgaprasad hence Durgaprasad filed a case against Baldeo.

Judgement

As mentioned above Mr. Harish clear his wish to pay the amount who as ever marries his daughter. Here Mr. Harish just expressed his wish and it was a voluntary action taken by Harish. The Indian law says as per the section 2(c) anything is done voluntarily, there is no lawful consideration. To legal consideration, consideration must be the desire of the promiser here the



Just expressed his wish therefore it cannot be a consideration hence there is no contract made in this case.

Therefore Mr. Harish need not have to pay certain amount to Mr. Alok.

Case study: 03

Mr. Anuj is the employer and sends Ajay in search of the lost pet cat which was missing for 3 days. After Ajay left in search of the cat Anuj advertises in a newspaper saying that whoever finds the cat will give a reward of Rs. 10,000. Ajay finds it and the reward ignored. Can he claim the reward. Justify your answer.

Ans:

The given case is under the chapter of offer and acceptance. Offer refers to the signification by one person to another of his willingness to enter into a contract with him on certain terms. It may be expressed or implied from the conduct of the parties.



In this set case Mr. Anuj told to Mr. Ajay to search his cat. Mr. Ajay went for the search and after Ajay left in search of cat Anuj advertise in a newspaper saying that whoever finds his cat will give a reward of 10,000. Ajay find it But Mr. Anuj refuses to give reward.

Case: Lalman v/s Gauri Dutt

Gauri Dutt sent his servant Lalman in search of his missing nephew. Gauri Dutt announced a reward for information concerning the boy. Lalman traced the boy in ignorance of any such announcement. Subsequently Lalman came to know of his reward. he claimed it. held - Lalman was not entitled to the reward.

Judgement

As mentioned above Mr. Anuj advertise the reward after Ajay went in search therefore in this case there is lack of communication. A person cannot accept in an offer as long as he is unaware of its existence. unless an offer is properly communicated there can be no acceptance of it.



There can be no offer by a person to himself. An acceptance of an offer in ignorance of the offer is no acceptance at all and does not create any legal rights or obligations.

Therefore here in this case Mr. Anuj need not pay the reward amount to Ajay.

Case study: 04

Cyber Pharma was manufacturing a medicine for cure aids. They advertise in international magazine saying that whoever consumes his medicines will not suffer from aids. Mrs. Mathew read this advertisement in the magazine and purchased she claimed for the reward of 10 million pounds as a compensation as promise in the advertisement can she claim? will she succeed?

Ans:

The given case is under the chapter of offer and acceptance. Offer refers to the signification by one person to another of his willingness to enter into a contract with him on certain terms. It may be expressed or implied from the conduct of the parties.



In this set case is under the chapter cyber Pharma was manufacturing a medicine for cure sides of aids. they advertise in international magazine saying that whoever consumes this medicines will not suffer from aids. Mrs. Mathew read this advertisement in the magazine and purchased she claimed for the reward of 10 million pounds as a compensation as promise in the advertisement, but company refuse it.

Case: *Carlill v/s Carbolic Smoke Ball Co.*

Carbolic Smoke ball Co, advertise in paper. Whoever consume their medicine will not suffer from influenza. In case they suffer they will give 1000 pound. This advertise read by Carlill and she consumed and used in spite of that she suffering from influenza. She went to company and asking for reward but company said she didn't communicate that she purchasing their company's product.



Judgement:

As mentioned above here Mrs. Mathew read the giving advertisement and according to the instruction she performed that means she accept the given order and in spite of that she suffered from Aids. The parties can enter in to contract when there is an offer and acceptance. Hence both are present so it is an contract.

Case study: 05

Mr. John a principal of an engineering college promised his student who was studying in the final year engineering that if she or he allows his professor to complete the syllabus on time principal John would as the teacher to passing out it the final exam. The student promised but did not allow professor to complete syllabus. Professor passed the student before exams subsequently still the syllabus could not be completed. The professor filed a suit for the reversal of result can he succeed? Justify.



Ans:

The given case is under the chapter of consideration which means the promisee executes the work at the desire or under the direction of the promiser.

In this set case Mr. John a principal of an Engineering college promised his student who was studying in the final year engineering that if he allows his professor to complete the syllabus on time principal John would as the teacher to passing out in the final exam. The a student promised but did not allow professor to complete syllabus, professor passed the student before exams. Subsequently still the syllabus could not be completed.

Judgement:

As mentioned above here Mr. John considering illusory thing. The law says that consideration to be valid must be real and valuable and must not be illusory and sham. Here the consideration is having legal impossibility and even as per section 23 Considerations must not be illegal, immoral or opposed to public policy therefore here giving the free marks.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study based on
..... "Reimbursement of a contract"
.....

Name of the student : Sujitha. A
Programme / course : B. Com CA 'B'
Department : Commerce.
Semester : III
Date : 09/09/2022
Subject name : Business Law.
Subject code :

Signature of the faculty : 



CASE STUDY:
QUASI - CONTRACTS

1. In this case X supplies Y, a lunatic, with necessities suitable to his condition in life. Is he entitled to get reimbursement from Y's property?

Answer:-

In this case, if X provides things necessary for Y, who is considered mentally ill, then X might be entitled to get paid back from Y's money for property. This is because X acted to help Y live properly despite Y's condition.

Judgement:

In the judgement, the court may decide that X is entitled to reimbursement from Y's property if it's found that X provided necessities essential for Y's well-being, considering Y's mental condition, and Y was unable to make reasonable decisions about their own needs. This is to ensure fairness and support for Y's care despite their mental state.



2. A pays the electricity bill of B when the latter is not in station. This he does to avoid disconnection. Can B refuse to reimburse?

Answer

If A pays B's electricity Bill to prevent disconnection while B is away, whether B needs to repay A depends on whether they agreed on it beforehand. If they did, B should repay A. If not, it's up to them to decide, but it's best to communicate clearly to avoid problems later on.

Judgement:-

If A and B agreed that B would repay A for the electricity bill, then B should do so, if there was no such agreement, B might not be legally required to repay A, but it's important for them to talk about it to avoid any misunderstandings.



3. A trader leaves certain goods at P's residence. P starts using the goods. Can the trader claim

Payment from P?

Answer:-

Yes, if the trader leaves goods at P's place and P starts using them, the trader can ask P to pay for those goods. It's like saying, "Hey, you're using my stuff, so you need to pay for it." This is because P is benefiting from the goods, so it's fair for P to compensate the trader for them.

Judgement:

If the trader takes P to court, the judge might say something like, "P, you've been using the trader's goods, so it's only fair that you pay for them. You benefited from them, so you should compensate the trader for their value." It's like the judge reminding P to do the right thing and pay for what they've used.



4. R finds a diamond ring on the road. He advertises in a newspaper to trace out the owner. The owner, on being found, refuses to reimburse the expenses incurred by R to trace him out. What should R do?

Answer:-

If the owner refuses to pay for the expenses, R can try to talk to them nicely and show them the bills. If that doesn't work, R might need to go to Court and ask a judge to make the owner pay. But it's important for R to think about whether it's worth going to court, because it can be expensive and time-consuming.

Judgement:

If the owner refuses to pay for the expenses, R can ask a judge to decide if the owner should pay or not. But R should think carefully about whether it's worth going to court because it can be expensive and take a lot of time.



5 P and Q jointly owe R Rs. 500. P alone pays the full amount to R. Q, without knowing the fact, also pays R. What can Q do on coming to know of the fact?

Answer:

upon realizing the double payment, Q should inform either R or P about the situation and ask for a refund of the excess amount paid.

Judgement:

Q should inform either R or P about the duplicate payment and request reimbursement for the excess of amount paid.

Communication and cooperation are essential to resolve the situation fairly and efficiently.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study based on
..... "discharge of contract"

Name of the student : Sri harini . S
Programme / course : Bcom - B .
Department : Commerce .
Semester : II .
Date : 21/09/2021 .
Subject name : Business law .
Subject code : -

Signature of the faculty :



BUSINESS LAW

Case study : 1

A ordered goods from an English company and paid for them in advance. The goods were to be sent F.O.B. destination Mumbai. The English company packed the goods into cases marked with the buyer's name, registered them for consignment and ordered shipping space in a named ship. Before the goods were sent to the port, a Receiver was appointed by the debenture-holders of the English company and he refused to deliver goods.

Ans:

The property in the goods has not passed to A and as such his claim for goods will be dismissed. He can only claim a releasable dividend from the estate of the company.



Case Study : #2

There is a constant quarrel between Ankita and Aniket due to which there is a marital discord between two. As a part of settlement the husband agrees to pay sum of Rs. 50,000 per month as maintenance allowance of his wife. Provided she stays separately. Does the wife has a claim to get that amount.

Ans:

The given case is under the chapter of consideration, which means the promisor executes the work at the desire or under the direction of the promisee. Consideration is essential for the validity of an agreement i.e. in other words an agreement made. However section 25 (i) that is natural love and affection.
Case: Rajlucky V/S Bhootnath:

An agreement was entered into by a husband with his wife during quarrels and disagreements, whereby the husband promised to give some property to wife. But after this he refused to perform the action and here the agreement was held to be void.



Judgement :

As mentioned above an agreement was entered in to by a Ankit with his wife Ankita during their quarrels, whereby the husband agrees to pay the maintenance allowances to his wife provided she stays separately. In the above case the agreement help to be void because, under the circumstances, there was no natural love and affection between parties. As per the exceptions under the consideration section 25(1) love and affection states that agreement has to be made out of natural love and affection and it should be between the parties standing near relationship to each other. As we seen in this case nearness of relationship, however does not. Therefore it is a void agreement hence husband need not have to pay compensation for the separation.



Case Study: 3

A orders 140 bags of rice from B, pays for them and asks for delivery. B sends him a delivery order for 125 bags and writes saying that the remaining 15 bags are ready for delivery at his place of business. A waits for a month before sending for the 15 bags and in the meantime they are stolen. On whom will the loss fall?

Ans:

The loss will fall on A because B had appropriated the 15 bags to the contract and A's assent to the appropriation was to be inferred from his conduct in not objecting. The property in the 15 bags had therefore passed to A.



Case Study : 4

A, having a quantity of sugar, which is more than twenty quintals, contracts to sell to B ten quintals out of it. Afterwards A puts ten quintals of sugar in sacks and gives notice to B that the sugar is ready and requires him to take it away. B says he will take it as soon as he can.

Ans:

a) The property in the horse would pass to B as soon as the seller accepts the offer. The fact that the time of delivery and of payment of price is postponed does not prevent the property from passing at once.

b) No. The property in the boat would pass to B when the boat is ready and A gives a notice to B to this effect.

c) Yes, The property in sugar passes to B when A gives notice to B.



Case Study: 5

Mr. X sees a book displayed in a hall of a book shop with the price tag of Rs. 85. Mr. X tenders Rs. 85 on the counter and asked for the book the book seller refuses to sale saying that the book has already being sold to someone else and he doesn't have another copy of the book in the stock.

Ans:

The given case is under the chapter of offer which means the signification by one person to another of his willingness to enter in to a contract with him on certain terms. It may be expressed or implied from the conduct of the parties.

In this set case Mr. X wanted to purchase the book which is already sold to other person therefore book seller refuses the proposal and refuse to sell the book therefore X sue the book seller.



As mentioned above as per the section 2 (a) says when one person signifies to another his willingness to do or to abstain from doing anything. With a view to obtaining assent of that other to such act or abstinence he is said to make a proposal. Every expression of willingness of a person to enter into a contract may not be an offer. Many statement which appear to be offer are not really offers but more invitation to offer. Many statement which appear to be offer are not really offers and it's already. Therefore book seller is not bound to sale the book to X.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : *A case study Based on " Bailment*
..... *and pledge "*

Name of the student : *Rakshitha . S*

Programme / course : *Bcom - "B"*

Department : *commerce .*

Semester : *III*

Date : *21 / 09 / 2021*

Subject name : *Business law*

Subject code : *-*

Signature of the faculty : *[Signature]*



Bailment and pledge:

Question:

what legal principles of bailment & pledge apply in this situation, and what are the rights & liabilities of John & Mark?

Answer:

Bailment is the transfer of possession of goods from one person (the bailor) to another (the bailee) for a specific purpose. In this case, Mark (the bailor) transferred possession of his laptop to John (the bailee) for temporary use. Since John did not pay any consideration for the use of the laptop, this is a gratuitous bailment.

As a bailee, John has a duty to take reasonable care of the laptop. However, since the laptop was stolen during a burglary, John is not liable for the loss as long as he took reasonable precautions to safeguard it.



Mark, as the bailor, retains ownership of the laptop but has temporarily transferred possession to John. In a gratuitous bailment, the bailee is generally not liable for loss or damage to the bailed property unless gross negligence or misconduct is proven.

Judgement :

Considering the circumstances, the Court finds that John fulfilled his duty of care as a bailee by informing Mark promptly about the theft. Since the loss occurred due to a burglary, which was beyond John's control, he cannot be held liable for the loss of Mark's laptop. Therefore, John is not required to compensate Mark for the stolen laptop.

This judgement is based on the principles of bailment, where the bailee is not held liable for losses beyond their control, especially in cases of gratuitous bailments where no consideration is involved.



Question :

Can a pawnbroker retain a pawned item beyond the agreed-upon redemption period if the pawnor fails to repay the loan within the specified timeframe?

Answer :

No, a pawnbroker cannot unilaterally retain a pawned item beyond the agreed-upon redemption period. The relationship between a pawnbroker and a pawnor is governed by the principles of bailment, where the pawnbroker temporarily holds the item as security for a loan. The pawnor retains ownership of the item and has the right to redeem it by repaying the loan within the specified period.

Judgement :

In the case of Johnson v. XYZ Pawnshop, Mr. Johnson pawned his wristwatch at XYZ Pawnshop in exchange for a loan of \$200, with a redemption period of 90 days. However, Mr. Johnson was unable to repay the loan within the agreed timeframe. Despite several attempts by Mr.



Johnson was to negotiate an extension, XYZ Pawnshop refused and retained the wristwatch indefinitely.

The court ruled in favor of Mr. Johnson, emphasizing that the pawnbroker's right to retain the pawned item ceases once the redemption period expires. XYZ pawnshop was found to be in violation of the terms of the pawn agreement and was ordered to return the wristwatch to Mr. Johnson immediately.

Sales of Goods Act 1930:

Question:

What legal recourse does Company X have under the sales of goods Act 1930 regarding the defective components?

Answer:

Under the sales of goods Act 1930. Company X has several options for recourse. They can;



- i] Demand a replacement of the defective Components from Company Y.
- ii] Seek a refund for the unusable Components
- iii] Sue Company Y for damages resulting from the breach of Contract.
- iv] if the defect was not apparent at the time of purchase, they can claim breach of implied warranty of merchantability.

Judgement :

If Company Y fails to provide a satisfactory resolution, Company X may pursue legal action to enforce their rights under the Sales of Goods Act 1930. The Court may order Company Y to either replace the defective Components, refund the purchase price, or pay damages to compensate for the breach of Contract. The judgement will depend on the specific circumstances of the case, the evidence presented by both parties.



Mr. X sees a book displayed in a shelf of a book shop with the price tag of Rs 85. Mr. X tenders Rs. 85 on the Counter and asked for the book the book seller refuses to sales saying that the book has already being sold to someone else, he doesn't have another copy of the book in the stock. Is the book seller bound to sale the book to X?

Answer:

The given case is under the chapter of offer and which means the signification by one person to another of his willingness to enter in to a Contract with him on certain terms. It may be expressed or implied from the Conduct of the parties.

In this set case Mr. X wanted to purchase the book which is already sold to other person. Therefore book seller refuse the proposal and refuse to all the book therefore X sue the bookseller.



Judgement :

As mentioned above as per the section 2(a) says when one person signifies to another willingness to do or to abstain from doing anything with a view to obtaining assent of that other to such act or abstinence, he is said to make a proposal.

Every expression of willingness of a person to enter into a Contract may not be an offer in the legal sense. Therefore, an offer must be distinguished from invitation to offer. Many statements which appear to be offer, are not really offers but mere invitation to offer. In this case purchaser makes the offer.

Books are not offer and its already being sold to the other party hence it is not legal action to sale the particular sold copy to the other party.

Therefore book seller is not bound to sale the book to X.



Questions :

A and B are friends. B treats A during A's illness but does not accept payment from A for the treatment and A promises B's son X to pay him Rs 1000. A being poor is unable to pay. X sues A for the money can X recover.

Answer :

The given case is under the chapter of Consideration where the agreements between X and A are not in the contract in the absence of Consideration. The agreement can be called as Contract if there is a Consideration present in Contract between 2 people.

In this case B treats A during his illness but it's not a valid Consideration since it is a voluntary action performed by Mr. B.

Judgement :

The agreement between X and A is not the Contract in the absence of a Consideration.



In this case X father B voluntarily treat A during his illness apparently it is not a valid Consideration because it is voluntary, whereas Consideration to be valid must be given at the desire of the promisor under section 2(D) if it is a promise to compensate a person who has voluntarily owe something from the promisor, as per the exceptions the promisor must be to .
Compensate a person who has himself done something from the promisor and not to a person who has done nothing to the promisor as the son X to whom the promisor was made did nothing for A so A's promise is not enforceable even under the exception.

Therefore X can't recover the money from A.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : ..A.....case.....study.....based.....on.....consideration.....
.....of.....a contract.....

Name of the student : Jeevitha . R
Programme / course : Bcom - "A"
Department : commerce
Semester : III
Date : 28/09/2021
Subject name : Business Law
Subject code : -

Signature of the faculty : 



Mr. A developed a shopping mall at Mumbai at the request of Mr. B who is a municipal corporator. Mr. C makes agreement to pay Rs. 2,50,000. Mr. A accepts the proposal of Mr. C. Is this an agreement or a contract justify your answer.

Solution:-

The given case is under the chapter of Consideration, which means the promisee executes the work at the desire or under the direction of the promisor.

In this set case Mr. A developed a shopping mall at Mumbai with the prior request of Mr. B who is municipal corporator.

Judgement:-

As mentioned above A developed a shopping mall at Mumbai at the request of B who is a municipal corporator. C agrees to pay Rs. 2,50,000 to A as mentioned in the above case. C is the stranger between A and B so there is no valid consideration between A and C because u/s 2D anything is done voluntarily.



There is a constant quarrel between Ankita and Aniket due to which there is a marital discord between two. As a part of settlement the husband agrees to pay sum of Rs. 50,000 per month as maintenance allowance of his wife.

Solution:-

The given Case is under the chapter of consideration which means the promisor executes the work at the desire or under the direction of the promisee. Consideration is essential for the validity of an agreement. In other words an agreement made without consideration is void.

Judgement:-

As mentioned above an agreement was entered into by Ankit with his wife Ankita during their quarrels, whereby the husband agrees to pay the maintenance allowances to his wife provided she stays separately. In the above case the agreement held to be void because parties. As per the exceptions under the consideration. Section 25(1) love and affection states be between the standing near relationship to each other.



X is consideration of Rs. 5,00,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount.

Solution:-

This given case is under the chapter of Fraud which means the active concealment of a fact by a person having knowledge or belief of the fact. Fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not carrying whether it be true or false.

Judgement:-

As mentioned above in this case X is consideration of Rs. 500,000 from Y agrees to murder Z while borrows the money from K knowledge lends money to Y. In this case K is not eligible to recover the amount, because according to section -17 Fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in its truth or reckless not carrying whether it be true or false.



A and B are friends. B treats A during A's illness but does not accept payment from A for the treatment and A promises B's son X to pay him Rs. 1000. A being poor is unable to pay X sues A for the money Can X recover.

Solution:-

The given case is under the category of consideration where the agreement between X and A is not in the contract in the absence of consideration. The agreement can be called as contract if there is a consideration present in contract between 2 people.

Judgement:-

The agreement between X and A is not the contract in the absence of a consideration. In this case X father B voluntarily treat A during his illness apparently it is not a valid consideration because it is voluntary. Whereas consideration to be valid must be given at the desire of the promisor under section 2(d) if it is promise to compensate a person who has voluntarily owe something from the promisor, as per the exception the promisee and not to a person who has himself done something from the promisor must be to compensate.



Question :-

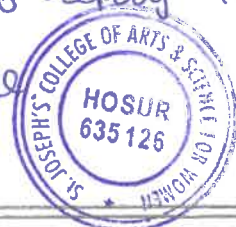
Can a pawnbroker retain a pawned item beyond the agreed-upon redemption period if the pawnor fails to repay the loan within the specified timeframe?

Solution :-

No a pawnbroker cannot unilaterally retain a pawned item beyond the agreed-upon redemption period. The relationship between a pawnbroker and a pawnor is governed by the principles of bailment, where the pawnbroker temporarily holds the item as security for a loan.

Judgement :-

In the case of Johnson v. XYZ Pawnshop, Mr. Johnson pawned his wristwatch at XYZ Pawnshop in exchange for a loan of \$200, with a redemption period of 90 days. However, Mr. Johnson was unable to repay the loan within the agreed time frame.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : *A case study based on*
..... *"essential of contract"*

Name of the student : *Deepika.N*
Programme / course : *B com - 'A'*
Department : *Commerce.*
Semester : *III*
Date : *23/09/21.*
Subject name : *Business Law.*
Subject code :

Signature of the faculty : *ME*



17. X buys a cycle from Y. After a few days, X comes to know that Y has no title to the cycle. What can X do?

Answer:-

If X bought a cycle from Y but later finds out that Y didn't actually own the cycle, here's what X do:- contact Y, ask for refund or exchange, consider legal advice, Document everything, report to authorities by taking these steps, X can work towards resolving the issue and protecting their rights as a consumer.

Judgement:-

Throughout the legal proceedings, it's essential for both parties to adhere to the rules of the court and cooperate fully with the legal process. It's also advisable for X to seek the guidance of a qualified attorney to navigate the complexities of the legal system and ensure their rights are protected.



2) P agree to supply 100 boxes of pencils, each contain 12 pencils to Q. Q finds, upon delivery, only 10 pencil in each box. Advise Q.

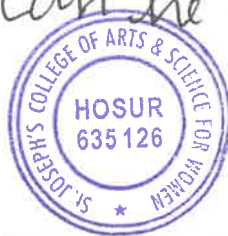
Ans:-

Q can reject the 100 boxes of pencil as packing is not done as promised by the seller.

Judgement:-

Its important for Q to act promptly and follow legal procedures to protect their rights and seek a fair resolution to the issue. Consulting with a lawyer experienced in contract disputes can be invaluable in navigating the legal process and achieving a favorable outcome.

3) A, who is a diabetic, buys a cough syrup without disclosing his problem to the seller. Actually, the syrup is not recommended for people with diabetic conditions. A's diabetic condition aggravates after consuming the medicine. Can he hold the seller liable?



Ans:-

A cannot hold the seller liable as he has not disclosed his problem to the seller while buying the rough syrup.

Judgement:-

Insight requires both inner and outer orientation. It is quality that has been highly valued by mental health clinicians because a strong link between having insight & better quality of life.

Q R buys a radio set that does not work right from one day. What remedy does he have against the seller.

Ans:-

R can claim refund for the radio. There is a breach of implied condition, by the seller as to merchantable quality.

Judgement:-

R should act promptly and keep records of all communication with the seller and any



receipts or warranty information related to the purchase. This documentation will help support P's case if further action is needed to resolve the issue.

57 M buys a bun containing a stone that breaks one M's teeth. Can he sue the seller for damages?

Ans:-

M can sue the seller for damages, There is a breach of implied condition as to wholesomeness in this case.

Judgement:-

M can sue the seller for damages caused by the defective bun containing a stone, and the outcome will depend on the evidence presented and the judgement of the court. Consulting with a lawyer experienced in product liability cases is crucial for navigating the legal process effectively.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study based on
"contract of guarantee"

Name of the student : Harsha D
Programme / course : Bcom - (CA) - "B"
Department : commerce
Semester : III
Date : 22/09/2021
Subject name : Business law.
Subject code : —

Signature of the faculty : [Signature]



CONTRACTS OF INDEMNITY OF GUARANTEE

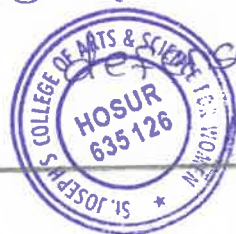
1. S and D go to shop, S tells C, the shop keeper, "Let D have the goods, if he doesn't pay, I will". Is this a contract of indemnity or a contract of guarantee?

Answer:-

⇒ This case involves a contract of guarantee between two parties, the guarantor (X) and the creditor (Y). The guarantor undertakes to guarantee the obligations of a third party (Z) to repay a loan obtained from Y. The dispute arises when Z defaults on the loan and Y seeks to enforce the guarantee against.

Judgement:-

⇒ If the Court finds that the contract of guarantee is valid and enforceable and if X's



are not substantiated. It is likely to rule in favour of Y. The Judgement may include an order for X to fulfill their obligations as a guarantor.

2. S guarantees payment for goods supplied by C to D upon the condition that 6 months credit should be given to D. C gives only 4 months credit. Is the guarantee valid? case

Answer:-

⇒ In the realm of commercial transactions often serve as the bedrock for secure and predictable business dealings. The case involves a guarantee provided by party S to ensure payment for goods supplied by C to D. The critical stipulation in the guarantee is that it is contingent upon D receiving a 6-months credit term. However, a discrepancy arises as C, the supplier, extends only a 4-month credit period to D.



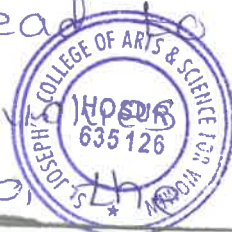
Judgment:-

⇒ The Judgement would hinge on the Court interpretation of the guarantee agreement and the prevailing contract law. If the guarantee explicitly and unequivocally ties obligation to a 6-month term from D, the Court may find in favour of S, deeming the guarantee invalid due to C's failure to comply with the specified credit period.

3. D Contracts with C to build a house for the letter within a specified time. C agrees to supply the necessary timber. S guarantees D's performance. C does not supply the timber. What happens to the guarantee?

Answer:-

⇒ In the complex web of construction contracts the interplay between various parties can lead to legal intricacies. This case involves a contractual agreement between O



the Contractor and C. The Client, for the construction of a House, crucially, the agreement includes a commitment from C to supply the necessary timber for the project. Adding another layer, S steps in to guarantee O's performance.

Judgment:

⇒ C, the Client, didn't supply the timber as promised in the construction contract with D, the Contractor, so guarantee D's performance.

4. A and B are friends. B treats A during A's illness but does not accept payment from A for the treatment. and A promises B's son X to pay him RS 1000. A being poor is unable to pay. X gives A for the money can X recover.



Answer:

The given case is under the chapter of Consideration where the agreement can be call it as Contract if there is a Consideration present in ~~Contract~~ Contract between 2 people

In this case B treats A during his illness but it's not a valid consideration since it is a voluntary action performed by Mr. B.

Judgement:

The agreement between X and A is not the contract in the absence of a consideration. In this case X Father B voluntarily treat A during his illness apparently it is not a valid consideration because it is voluntary, whereas consideration to be valid must be given at the desire of the promisor under section 2(d) if it is a promise to compensate a person who has voluntarily owe something from the promisor as per the exceptions the promisor



to be compensate a person who has himself done something from the promisor and not to a person who has done nothing to the promisor as the son x to whom the promise was made did nothing for A so A's promise is not enforceable even under the exception.

Therefore x cant not recover the money from A.

5. Mr. x sees a book displayed in a shelf of a book shop with the price tag of RS. 85. Mr. x tenders RS. 85 on the counter and asked for the book the book seller refuses to sale saying that the book has already being sold to someone else and he doesn't have another copy of the book in the stock. Is the book seller bound to sale the book to x?



Answer:

The given case is under the chapter of offer and invitation to an offer which means the signification by one person to another of his willingness to enter into a contract with him on certain terms. It may be expressed or implied from the conduct of the parties.

Judgement:

As mentioned above as per the section 2 (a) says when one person signifies to for A so A's promise is not enforceable even under the exception.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study Based on Bailment
and Pledge

Name of the student : E. Gayathri
Programme / course : B.COM-CA-A
Department : Commerce
Semester : III
Date : 24/09/2021
Subject name : Business Law
Subject code : -

Signature of the faculty : [Signature]



Question:

What specific aspect or clarification are you seeking regarding the Sales of goods act 1930?

Ans:

The sales of Goods Act 1930 regulates the sale of goods in india, establishing rights and obligations for both buyers and sellers in commercial transactions. If you have a specific inquiry please provide more details.

Judgment:

Legal judgments related to the sale of Goods Act 1930 can vary based on specific cases. If you have a particular judgement in mind or need information on a recent case, please specify.



Question:

What is the definition of a contract sale?

Ans:

A contract sale refers to an agreement between parties where one party agrees to sell and the other to purchase goods or services under specified terms and conditions. It involves mutual consent, offer, acceptance, and consideration.

Judgment:

Legal judgments related to contract sales can vary based on specific cases. If you have a particular judgement in mind or need information on a recent cases, please provide more details.



Question:-

What are the essentials of a contract of sale?

Ans:

The essentials of a contract of sale include mutual consent, offer and acceptance, intention to transfer ownership, Consideration legal capacity of parties, lawful object, and certainty of terms.

Judgment:

Legal judgements related to the essentials of a contract of sale can vary based on specific cases. If you have a particular judgement in mind or need information on a recent case, please provide more details.



Question:

What are conditions and warranties in the context of a contract of sale?

Ans:

Conditions and warranties are terms used in a contract of sale to define the nature of promises made by the seller. Conditions are essential terms, while warranties are secondary promises both influencing the rights and obligations of the parties.

Judgement:

Legal judgements related to conditions and warranties in a contract of sale can vary based on specific cases. If you have a particular judgement in mind or need information on a recent case, please provide more details.



Question:

What is the process for the transfer of property?

Ans:

The transfer of property typically involves legal documentation, such as a deed, and may require approval from relevant authorities.

Judgement:

Legal judgements can impact property transfer, especially if there are disputes or legal issues involved in the process. It's crucial to adhere to legal requirements to ensure a smooth transfer.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study based on
..... "Agreement of Sale".....

Name of the student : Anusha .v
Programme / course : Bcom CCA - 'B'
Department : Commerce
Semester : III
Date : 22/09/2021
Subject name : Business law.
Subject code : -

Signature of the faculty :



A an Infant obtains a loan from B.

Can B asked to repay the Money to A?

Ans:

The given Case is under the Chapter of Minor's agreement in India according to Minor's agreement agreement With the Minor's is void from the begging because a Minor has no Capacity to Contract. the Court Says Minor is not Supposed to have mature Judgement. In this Set Case A an Infant Obtain from B Can B asked to repay the Money to A

Judgement:-

As Mentioned above here A is a Minor. Who is according to the Section 3 of the Indian Majority Act 1875 is the person Who has not Completed to age of 18 year Indian Majority Act as Says the agreement With Minor is a void agreement and it



also says no restitution or compensation to Minor that Means If Minor has received any benefit under void agreement.

X in Consideration of Rs. 5,00,000 from Y agrees to Murder Z While borrows the Money from K Who knowingly lends Money to Y Can K recover this amount.

Ans:-

The given case is under the chapter of fraud which means the active concealment of a fact by a person having knowledge of belief of the fact fraud arises when there is a false representation of a fact made with the knowledge that is false or without belief in it's truth or recklessness not caring whether it be true or false.

Judgement:-

As Mentioned above in this case X in Consideration of Rs. 5,00,000 from Y agrees to Murder Z While borrows the Money.



from k knowingly lends Money to y in the case k is not obliged to recover the amount because according to Section -17 fraud arises. When there is a false representation of a fact Made With the knowledge that is false or Without belief in it's truth. therefore k is fraud under Section -17.

A is holder of a bill he endorses it "Sans recourse" to B. B endorses it to C. C to D and D again to A:

1. Can A recover the amount of the bill from B
2. What are the rights D.
3. Can A recover the amount from C and D or any of them.

Ans:-

The given case is under the Chapter of negotiable instrument. Which Means promissory notes, bills of exchange or cheque payable either to order or to bearer under the negotiable instrument Act-1881 endorsement refers to Writing the name of endorsee on the back of instrument by endorser under his signature



With object of transferring the right there in.

Judgement:-

In this set Case A is a holder of bill he endorses it Sanser Course to B. Sanser Course Means without recourse an endorser of a negotiable instrument may make his endorsement on Condition that he is not to be held liable as a prior party Therefore here. As a holder of bill endorses it Sanser Course to B that Means he Made endorsement on Condition that he is not able held liable as a prior party hence.

Harish Says in Conversation to Swash that he will give Rs, 10,000 to a person who so over Mary his daughters. Alok Harries. Harish daughters and files the suit to recover Rs, 10,000 Will Alok Succeed?

Ans:-

As Mentioned above Mr. Harish clear his wish to pay the amount who so over,



Marrises his daughter. Here Mr. Harish Just expressed his wish and it was a voluntary action, taken by Harish. The Indian law says as per the Section 2(D) anything is done Voluntary there is no lawful consideration. To have a legal consideration. Consideration must move at the desire of the promisor here the Harish Just expressed his wish therefore it cannot be consideration hence there is no contract. Made in this case.

A Minor fraudulently represent to a Money lender that he was the full age and obtain the loan of Rs 5,000 has the Money lender any right of action, against the Minor for the Money lend of for damages for fraudulent Misrepresentation.

Ans :-

The given case is under the chapter of Minor's agreement in India according to Minor's agreement with the Minor.



from the begging because a Minor has no Capacity to Contract. The Court says Minor is not supposed to have mature Judgement. In this set case A minor, fraudulently represent to a Money lender that he was the full age and obtain the loan of Rs 5,000.

Judgement :-

As Mentioned above here it is a Minor who is. According to the Section 3 of the Indian Majority Act, 1875 is the Person who has not Completed the age of 18 Years Indian Majority Act as says that agreement with Minor is a void Agreement and it also says Minority as a defence Indian law is defensive to the Minor because law feels Minor Can't Make the Rational Decision therefore any false representation by Minor is defensive





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : ...A...case...study...based...on...
.....^urights...of...surety.....

Name of the student : Kushi. M.
Programme / course : Bcom-'CA'-'A'
Department : commerce
Semester : IV
Date : 24.09.2021
Subject name : Business Law.
Subject code :

Signature of the faculty :



Salary of ₹ 30,000 from the Company this was not Communicated Mr Rawar three Months afterwards it was discovered that Chetan had been doing fraud since the time of his appointment. What is the liability of Mr. Power during the whole duration of Chetan's appointment?

Answer:

As per Sec 133 of the Indian Contract act 1872 if the Creditor makes any Variance (ie change in terms) without the Consent of the Surety. then Surety discharged with as to the transactions Subsequent to the Charge.

Judgement:

In the instant case Mr Power is liable as a surety for the loss suffered by the Company due to fraud by Mr Chetan during the first six Months but not for fraud committed



after the reduction in salary. Mr Power will thus be liable as a Surety for the act of Mr Chetor before the change in the terms of the contract i.e. during the first six months variation in the terms of the contract (to the reduction of salary) without consent of Mr Power will discharge Mr Power from all the liabilities towards the act of the Mr Chetor after such variation.

B offers to sell his car to A for Rs 95,000. A accepts to purchase it for 94,000. B refuses to sell the car for 94,000. Subsequently, A agrees to purchase the car for 95,000 but B refuses to sell. A sues for the specific performance of contract. Will he succeed?

Answer:

The given case is under the chapter of offer and invitation to an offer which means the significant by one person to another of his willingness to enter into a contract with him on



Certain terms. It May be expressed or implied from the Conduct of the parties.

In this Set Cases B offers to sale his car to A at a Specific Cost as per B's desire. A Made a Counter offer and A rejected Subsequently B agrees to Purchase on the Original offer rate but B Refuses to proceed.

Judgement:

As Mentioned above to enter in to the contract there should have a Willingness of both the parties to agree on Same. Here A showed his Willingness to Sell the car and even B showed the Interest to purchase by Making first Counter offer and then agreeing on same price but because of lack of faith on partnes B May refuse to enter into Contract Since it is a invitation of an offer of and no proper Contract Made between two parties. therefore B need not have to sell the car to A.

A Minor fraudulently represent to a money



lender that he was the full age and obtain the loan of Rs 5,000 Has the Money lender any right of action against the Minor for the money lend of for damage for fraudulent misrepresentation

Answer:

The given case is Under the chapter of Minors agreement. In India according to Minor's agreement, agreement with the Minor has no Capacity to Contract. The Court says minor is not supposed to have mature Judgement

In this Set Case A Minor fraudulently represent to a money lender that he was the full age and obtain the loan of Rs 5,000.

Judgement:

As Mentioned above here A is a Minor who is according to the Section B of the Indian majority act 1875 is the power who has not Completed the age of 18 years. Indian Majority act as says the agreement with Minor is a void agreement and it also says Minority as a defence. Indian law is de



to the Minor because law feels minor can't take the rational decision therefore any false representation by Minor is defensive.

A and B are friends B treats A during A's illness but does not accept payments from A for the treatment and A promises B's Son X to pay him Rs 1000. A being poor is unable to pay X sues A for the money. Can X recover?

Answer:

The given case is under the chapter of consideration where the agreement between X and A are not in the contract in the absence of consideration. The agreement can be called as contract if there is a consideration present in contract between 2 people.

In this case B treats A during his illness but it is not a valid consideration since it is a voluntary action performed by Mr B.

Judgement:

The agreement between X and A is not contract in the absence of consideration.



In this case X Father B Voluntarily treat A during his illness apparently it not a valid consideration because it is Voluntary Under Section 2(D) if it is Promise to Compensate a person who has Voluntarily owe something from promisor. As per exception promisor must be to Compensate a person who has himself done something promisor and not be person nothing to the Son X to whom the promise was made did nothing for A's promise is not enforceable even Under the exception.

Mr Any is the employer and sent Ajay in search of the pet cat which was missing for 3 days. After Ajay left in search of the cat Any advertise in a newspaper saying that whoever finds the cat will give a reward of Rs 10,000. Ajay finds it and the reward ignored. Can he claim the reward? Justify your answer.

Answer:

The given case is Under the Chapter of offer and acceptance. Offer refers to the signification by one



to another of his willingness to enter into a contract with him on certain terms. It may be expressed or implied from the conduct of parties.

In this set case Mr Anuj told to Mr Ajay to search his cat. Mr Ajay went for the search and after Ajay left in search of cat Anuj advertise in a newspaper saying that who ever finds his cat will give a reward of 10,000. Ajay find it but Mr Anuj refuses to give reward.

Judgement:

As mentioned above Mr Anuj advertise the reward after ajay went in search therefore in this case there is lack of communication. A person cannot accept an offer as long as he is unaware of its existence. Unless an offer is properly communicated there can be no acceptance of it. there can be no offer by a person to himself. An acceptance of an offer in ignorance



of the offer is no acceptance at all and does not create any legal rights or obligations.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title :A case study based on "Consideration.....
.....of a contract".....

Name of the student : SUDHAS
Programme / course : BCOM - CLAD "B"
Department : COMMERCE
Semester : III
Date : 10/09/2020
Subject name : BUSINESS LAW
Subject code : -

Signature of the faculty : 



12 X in consideration of Rs 5,00,000 from Y agrees to murder Z while borrows the money from K who knowingly lends money to Y can K recover this amount.

Ans :-

The given case is under the chapter of fraud which means the active concealment of a fact by a person having knowledge or belief of the fact fraud arises when there is a false representation of a fact made with the knowledge that it is false or without belief in it's truth or reckless not caring whether it be true or false.

Judgement :-

As mentioned above in this case X in consideration of Rs. 5,00,000 from Y agrees to murder Z while borrows the money from K knowingly lends money to Y in the case K is not eligible to recover the amount because according to section -17 fraud arises when there is a false representation of a fact made with the knowledge that it is false or without belief in it's truth. therefore K is fraud under section -17



2) A an infant obtains a loan from B
can B asked to repay the money to A?

Ans:-

The given case is under the chapters of minors agreement in india according to minors agreement agreement with the minors is void from the begging because a minor has no capacity to contract. The court says minors is not supposed to have mature judgement.

In this set case A an infant obtain from B can B asked to repay the money to A.

Judgement:-

As mentioned above here A is a minor who is according to the section 3 of the Indian majority Act 1875 is the person who has not completed to age of 18 years Indian majority Act as says that agreement with minor is a void agreement and it also says no restitution or compensation to minor that means if minor has received any benefit under void agreement.

3 A is holder of a bill he endorses it "sans recourse" to B. B endorses it to C. C to D and D again to A:

1. Can A recover the amount of the bill from B
2. What are the rights
3. Can A recover the amount from C and D or any of them

Ans:-

The given case is under the chapter of negotiable instrument which means promissory notes, bills of exchange or cheque payable either to order or to bearer under the negotiable instrument Act 1881 endorsement refers to writing the name of endorsee on the back of instrument by endorser under his signature with object of transferring the right there in.

Judgement:-

In this set case A is holder of bill he endorses it sans recourse to B. Sans recourse means without recourse an endorser of a negotiable instrument may make his endorsement on condition that he is not to be held liable as a prior party therefore here. As a holder of bill endorses it sans recourse to B that means he made endorsement on condition that he is not able held liable as a prior party hence.



4) A minor fraudulently represent to a money lender that he was the full age and obtain the loan of Rs 5,000. Has the money lender any right of action against the minor for the money lent of for damages for fraudulent misrepresentation.

Ans:-

The given case is under the chapter of minor's agreement in India according to minor's agreement with the minor void from the begging because a minor has no capacity to contract. The court says minor is not supposed to have mature judgement.

In this set case A minor fraudulently represent to a money lender that he was the full age and obtain the loan of Rs 5,000.

Judgement:-

As mentioned above here A is a minor who is according to the section 3 of the Indian majority Act, 1875 is the person who has not completed the age of 18 years Indian majority act as says that agreement with minor is a void agreement and it also says minority as a defence Indian law is defensive to the minor because law feels minor can't make the rational decision therefore any false representation by minor is defensive.



5) Harish says in conversation to Suresh that he will give Rs 10,000 to a person who so ever marries his daughter. Shlok marries Harish daughter and files the suit to recover Rs 10,000 will Shlok succeed?

Ans:

The given case is under the chapter of consideration which means the promisee executes the work at the desire or under the direction of the promisor.

In this set case Harish shows his wish to give away a good amount to the person who will marry his daughter. Shlok marries his daughter and files a suit to recover the amount as Harish refuses to pay.

Judgement:-

As mentioned above Mr. Harish does his wish to pay the amount who so ever marries his daughter. Here Mr. Harish just expressed his wish and it was a voluntary action taken by Harish. The Indian law says as per the section 2(d) anything is done voluntarily there is no lawful consideration. To have a legal consideration consideration must move at the desire of the promisor. Here the Harish just expressed his wish therefore it cannot be consideration hence there is no contract made in this case.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study Based on "
..... Bailment of contract "
.....

Name of the student : Vanitha. S
Programme / course : Bcom - (CA) - "B"
Department : commerce.
Semester : III
Date : 10/09/2020.
Subject name : Business law.
Subject code : -

Signature of the faculty :



X lends his bike to Y but fails to disclose that brake system in the bike is faulty. Y suffers injury in a Road accident what is the Remedy available to Y?

Judgement

If you prove that X knew or should have known about the faulty brakes and failed to disclose it the court may order X to compensate Y for medical expenses, lost wages, pain and suffering among other damages.

In simple terms, Y can sue X for Negligence and seek compensation for the injuries and losses incurred due to the faulty Brakes. If Y can prove X Negligence, the court may order X to pay for Y's damages.



A leaves his cow in the custody of B to be taken care of. The cow has a calf. Is B bound to return the cow as well as the calf to A?

When A entrusted the cow to B's custody, it includes the responsibility for the well-being of the cow and any offspring.

As the custodian of the cow, B is obligated to return both the cow and the calf to A, as they are part of the original property entrusted to B's care.

In simple terms, B is responsible for returning both the cow and the calf to A because they were in B's custody when the calf was born.



P sells 25 bages of sugar to a deliverer and payment to be made after two weeks. Before delivery. P pledges the Goods with R who acts in Good faith and without Notice of the prior sale is the pledge valid?

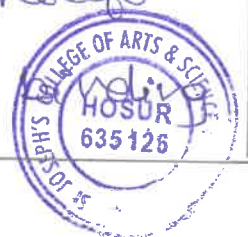
Judgement:

R, who pledged the Goods (25 bages of sugar) acted in good faith and without knowledge of the prior sale to do

In legal terms, R is considered to have made a bona fide purchase for value without notice

Since R had no knowledge of the prior sales to A, P's pledge of the goods is valid and legally binding in simple terms the pledge made by P with R for the 25 bages of sugar is

considered valid because R acted in good faith and without knowledge of the prior sale to A therefore the pledge is legally



D gives certain books to E for binding. E fails to return the books even after the expiry of reasonable time. A fire accident occurs at the place and the books are burnt without any fault on the part of E. Is E liable to make good the loss caused to D?

Judgement:

In this case E is liable to make good the loss caused to D, even though the loss of the books occurred due to an unforeseen fire accident. I had duty to return the books to D after binding them. Since E failed to fulfill this duty within a reasonable time, E is responsible for the loss of the books and is liable to compensate D for the loss.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A Case Study based on
Consideration of a contract

Name of the student : Ranjitha . S
Programme / course : B.com-B
Department : Commerce
Semester : III
Date : 09.09.2020
Subject name : BUSINESS LAW
Subject code : —

Signature of the faculty : Da



Business Law in Case Study

Mr. A Developed a Shopping mall at Mumbai at the request of Mr. B who is a municipal Corporater. Mr. C makes agreement to pay RS. 2,50,000 Mr. A accept the proposal of Mr. C is this an agreement or a contract justitly your answer.

Ans:

The given case in under the chapter OF Consideration, which means the promises executes the work at the desire or under the diction of the promisor

In this set case Mr. A developed a Shopping mall at Mumbai with the prior request of Mr. B who is a municipal corporater. Mr. C makes agreement to pay RS. 2,50,000 and Mr. A accepted the proposal of Mr. C.



Case Study-2

There is a constant quarrel between Ankita and Aniket due to which there is a marital discord between two.

As a part of settlement the husband agrees to pay sum of Rs. 50,000 per month as maintenance allowance of his wife. provided she stays separately. Does the wife has a claim to get that amount.

Ans:

The given case is under the chapter of Consideration, which means the promisee executes the work at the desire or under the direction of the promisor. Consideration is essential for the validity of an agreement i.e. in other words an agreement made without consideration is void. However section 25(1) that is natural love and affection deal with the exception of this rule.

In this set case there is quarrel between Ankit and Ankita due to which there is a marital discord between two.



Base Study- 3

X In consideration of RS 5,00,000 from y agrees to murder Z while borrows the money from K who knowingly lends money to y can K recover this amount.

Ans:

The given case is under the chapter of Fraud which means the active concealment of a fact by a person having knowledge or belief of the fact. Fraud arises when there is a false representation of a fact made with the knowledge that it is false or without belief in its truth or reckless not caring whether it be true or false.

In this set case X in consideration of RS 5,00,000 from y agrees to murder Z while borrows the money from K who knowingly lends money to y, can K recover this amount.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case study based on Contingent
Contract

Name of the student : Sushmita

Programme / course : B.com-B.

Department : Commerce.

Semester : III

Date : 09.09.2020.

Subject name : Business Law

Subject code :

Signature of the faculty :



CONTRACTS OF MINORITY OF MINOR

A an Infant obtain a loan from B.
Can B asked to repay the money to A.

Ans:-

The given case is under the Chapter of minor's agreement in India according to minor's agreement with the minor is void from the begging because a minor's has no capacity to contract. the court says minor is not supposed to have mature judgement. In this let case A an Infant obtain from B Can B asked to repay the money A

Judgement

As mentioned above here A is a minor who is according to the Section 3 of the Indian Majority Act 1875 is the person who has not completed its age of 18 years Indian Majority Act as



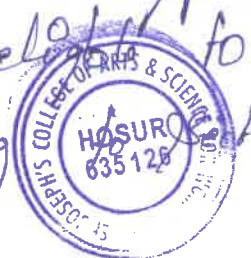
agreement with a minor is a void agreement and it also says no no restitution or compensation to minor that means if minor has received only benefit under void agreement.

X in consideration of Rs. 5,00,000 from Y agrees to lend Z while borrows the money from K who knowingly lends money to Y can K recover this amount.

The given case is under the Chapter of fraud which means the active concealment of a fact by a person having knowledge of belief of the fact fraud arises when there is a false representation of fact made with the knowledge that it is false or without belief in its truth or recklessness not caring whether it be true or false.

Judgement

As mentioned above in this case X in consideration of Rs 5,00,000 from Y agrees to lend Z while borrows the money from K knowingly lends money to Y in the case K is not eligible to recover the amount because according to Section 17 fraud arises.



When there is a false representation of a fact made with the knowledge that it is false or without belief in its truth. therefore it is

It is the fraud under Section 17. Fraud arises, when there is a false representation of a fact made with the knowledge that it is false or without belief in its truth. therefore it is fraud under Section 17.

A is holder of a bill he endorses it to B. B endorses it to C. C to D and D again to A :-

1. Can A recover the amount of the bill from B.

2. What are the rights.

3. Can A recover the amount from C and D or any of them.

The given case is under the

Chapter of Negotiable Instrument. Which means Promissory Notes, bills of exchange or Cheque Payable either to order or to bearer under the Negotiable Instrument Act 1881. Endorsement refers to writing the name of endorsee on the back of instrument by endorser under signature. with object of transferring the right there in.



In this last set of case, A is holder
of bill he endorses it hence course &
hence course means without recourse an endorser
of a Negotiable Instrument may make it,
endorsement on condition, that he is not to
be a held liable as prior Party therefor
here, as a holder of bill endorses
it hence recourse to B that means he
made endorsement on condition that he is
not able held liable as a prior Party
hence.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title :A case study based on.....
"obbery and acceptance".....

Name of the student : chaithanya . s
Programme / course : B. Com - A
Department : Commerce .
Semester : III
Date : 08/09/2020
Subject name : Business Law
Subject code : -

Signature of the faculty : 

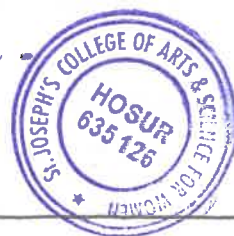


B offers to sale his car to A for RS. 95,000 A accepts to purchase it for 94,000 B refuse to sale car for 94,000 subsequently A agree to purchase the car for 95,000 but B refuses to sale. A sues for the specific performance of contract will he succeed?

The given case is under the chapter of offer and invitation to an offer which means the signification by one persons to another of his willingness to enter in to a contract with him on certain terms. It may be expressed or implied from the conduct of the parties.

in this set case B offers to sales his car to A at a specfic cost as per B's desire. A made a counter offer and A rejected subsequently B agrees to purchase on the original offer rate but B refuses to proceed.

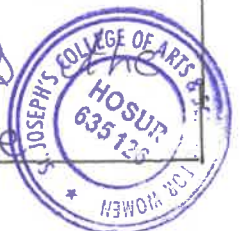
Judgement :



As mentioned above to enter to there contract there should have a willingness of both the parties to agree on same. Here A showed his willingness to sell the car and even B showed the interest to purchase by making first counter offer and then agreeing on same price but because of lack of faith on partner. B may refuse to enter in to contract since it is a invitation of an offer and no proper contract made between two parties there fore B need not have to sell the car to A.

Harish says in conversation to Suresh that he will give RS. 10000 to a person who so ever marry his daughter. Alok marries ^{or} Harish daughter and files the suit to recover RS 10000 will Alok succeed?

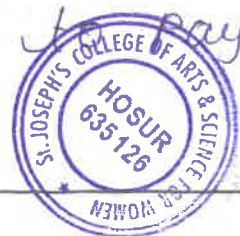
The given case is under the chapter of consideration which means which means the promises executed work at the desire or under the



direction of the promisor in this set case Harish shows his wish to give away a good amount to the person who will marry his daughter. Alok marries his daughter and files a suit to recover the amount as Harish refused to pay.

Judgement :

As mentioned above Mr. Harish clear his wish to pay the amount who so ever marries his daughter. Here Mr. Harish just expressed his wish and it was a voluntariness action taken by Harish. The Indian law says as per the section 2(d) anything is done voluntarily there is no lawful consideration. To have a legal consideration, consideration must move at the desire of the promisor here there Harish just expressed his wish therefore it cannot be a consideration hence there is no contract made in this case. Therefore Mr. Harish need not have to pay certain amount to Mr. Alok.



Mr. Anuj is the employer and sends Ajay in search of the pet cat which was missing for 3 days. After Ajay left in search of the cat Anuj advertise R.S 10,000 Ajay Find it and the reward ignored can he claim the reward. justify your answer.

The given case is under the chapter of offer and acceptance. offer refer to the signification by one person to another of his willingness to enter in to a contract with him on certain terms. It may be expressed or implied from the conduct of the parties. in this set case is Mr. Anuj told to Mr. Ajay to search his cat. Mr. Ajay went for the search and after Ajay left in search of cat Anuj advertise in a newspaper saying that whoever finds his cat Anuj advertises his cat will give a reward of 1,0000 Ajay find it but Mr. Anuj refuses to give reward.



Judgement :

As mentioned above Mr. Arui advertises the reward after Ajay went in search therefore in this case there is lack of communication. A person cannot accept an offer as long as he is unaware of its existence. Unless an offer is properly communicated there can be no acceptance of it. There can be no offer by a person to himself. An acceptance of an offer in ignorance of the offer is no acceptance at all and does not create any legal rights or obligations. Therefore here in this case Mr. Arui need not pay the reward amount to Ajay.

A an infant obtains a loan from B
can B asked to repay the money to
A?

The given case is under the chapter of minor's agreement. In India according to minor's agreement agreement with minor is void from the beginning.



because a minor has no capacity to contract. The court says minor is not supposed to have mature judgement. in this set case A an infant obtain From B. can B asked to repay the money to A.

Judgement :

As mentioned above here A is a minor who is according to the section 3 of the Indian majority Act 1875 is the person who has not completed the age of 18 years. Indian majority Act as says that agreement with minor is a void agreement and it also says no restitution or compensation to minor that means if minor has received any benefit under void agreement he cannot be asked to compensate or pay for it or returning Therefore because A is the minor the agreement is void. Hence B cannot ask for repay.



A minor fraudulently represent to a money lender that he was the Full age and obtain the loan of R.S 5,000. Has the money lender any right of action against the minor for the money lend or for damages for fraudulent misrepresentation?

The given case is under the chapter of minor's agreement. In India according to minor's agreement, agreement with the minor is void from the beginning because a minor has no capacity. The court says minor is not supposed to have mature judgement. A minor fraudulently represent to a money lender that he was the Full the loan 5000.

Judgement :

As mentioned was above here A is a minor who is according to the section 3 of the Indian majority Act 1875 is the person who has not completed the age of 18 years. Indian majority Act as says that agreement with minor is a void agreement and it also says minority as a defence.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A case Study based on
..... " Essentials of Contract "

Name of the student : KEERTHI SREE.R.
Programme / course : B.COM. A
Department : COMMERCE
Semester : IV
Date : 08/09/2020
Subject name : BUSINESS LAW
Subject code : -

Signature of the faculty : 



Essentials of contract case based Questions.

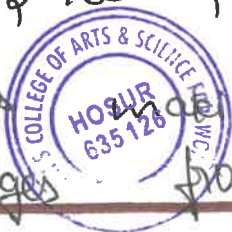
Case - 1

X invites Y to dinner, Y accepts the invitation but fails to turn up. Can X sue Y for the damage?

Judgement : X cannot claim any damages from Y because the agreement between X and Y is not enforceable by law. It is a social agreement and the usual presumption in such agreement is that the parties do not intend to create legal relationship.

Case - 2

X makes a promise to his wife Y to give her pocket money of ₹ 1000 per month. After 6 months he stops making the payments. Can Y claim damages from X.



Judgement : Y cannot claim any damages from X because the agreement between X and Y is not enforceable by law. It is a social agreement and the usual presumption in such agreement is that the parties do not intend to create legal relationship.

Case - 3

X promises Y to give a diamond ring at the time of his marriage. X fails to give the ring. can Y claim the ring?

Judgement : Y cannot claim the diamond ring because there is no consideration from Y.



Case - 4.

X polished Y's shoes without being asked by Y to do. So Y does not make any attempt to stop X from polishing the shoes. Is Y bound to make payment to X?

Judgement: Y is bound to pay because he has accepted X's implied offer by conduct (i.e. by not stopping X from polishing the shoes).

Case - 5

X agrees to marry Y. Y dies before the marriage takes place. Is it a void agreement?

Judgement: It is not a void agreement. It is a void contract because it was under a mistake when it was entered into but subsequently became void on the death of Y.



case - 6

X agreed to sell a particular horse to Y. Later on, it was discovered that the horse was dead at the time of making the contract. Advise the parties?

Judgement: The agreement is void because both the parties were under a mistake of fact regarding existence of subject matter.

case - 7

X agrees to let his flat to Y for use as a gambling den on a monthly rent of ₹ 10,000 after 3 months Y stops making the payment of rent Advise X?

Judgement: X cannot recover anything. The agreement between X and Y is void because the object of the agreement is unlawful.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : *A Case Study based on "offer and
Acceptance"*

Name of the student : *Kavya. R.*
Programme / course : *B. Com CA 'A'*
Department : *Commerce*
Semester : *III*
Date : *11/09/2020*
Subject name : *Business Law*
Subject code : *-*

Signature of the faculty : *[Signature]*



X has Employed Coercion against Y. The Contract is voidable at the option of Y. He may either accept it or reject it. If he accepts it, he may get relief if he is able to prove in the Court of Law that his consent has been obtained by X by force.

Ans:-

It seems there's a situation where X has used coercion against Y, rendering the Contract voidable at Y's option. If Y chooses to accept it, they may seek relief by proving in Court that their consent was obtained through force by X. This underscores the importance of proving coercion for legal redress.

Judgement:-

If the Court finds that Y's consent was obtained through coercion by X, it may render a judgment in favor of Y. This judgment could include remedies such as rescinding the contract, awarding damages, or providing other appropriate relief as determined by the Court.



2. The Contract is Include by undue Influence.
P may get relief by proving in the Court of law that D used undue Influence against him and the transaction was unreasonable.

Ans:- In legal terms, if a contract is deemed to include undue influence, the affected party (referred to as "P" in your statement) can seek relief by demonstrating in a Court of law that the other party ("D") exerted undue influence and that the transaction was unreasonable. Undue influence occurs when one party takes advantages of a position of power or trust to pressure the other party into entering a contract or making decisions against their best interests. If proven, the Court may void the contract or provide other remedies to the affected party.

Judgement:

1. Rescission: The Contract may be voided or cancelled, restoring the parties to their positions prior to entering the contract.

2. Restitution: The affected party may be entitled to restitution, which involves returning any benefits or payments made under the contract.

3. Damages: In some cases, the affected party may be awarded monetary damages to compensate for any losses suffered as a result of the undue influence.

4. Equitable Relief: The Court may also provide equitable relief, such as specific performance or injunctions, depending on the circumstances of the case.

Overall, the specific judgement and remedies granted by the Court would depend on the facts of the case and the applicable laws in the jurisdiction.



3. The consent of M was been secured by fraud. M was selling the scooter and gave the false information.

3. M. While selling his scooter to N, tells N that scooter is in an excellent condition. The scooter actually is not in a good condition. What is the relief available to N?

If M misrepresented the condition of the scooter to N, N may have legal resource for misrepresentation. N could potentially seek remedies such as rescission of the contract (cancelling the sale), damages for any losses incurred, or specific performance. N could consult with a legal professional to determine the best course of action based on the specific circumstances and applicable laws in their jurisdiction.

Judgement:-

Absolutely, seeking legal professional advice would be the appropriate step for N to take in this situation. A legal professional can provide guidance on the specific laws and options available to N, helping them navigate the process and determine the best course of action to seek relief for the misrepresentation by M.

M.



4. A purchases B's gold ring by fraud. Before B avoids the contract, A sells the ring to C who buys it in good faith and for value. What can B do?

Answer:-

In this scenario, B can take legal action against A for fraud and seek to avoid the contract. However, since A has already sold the ring to C, who bought it in good faith and for value, B's options may be limited. B could potentially seek compensation or restitution from A, but recovering the ring itself from C might be difficult depending on the jurisdiction and to specific circumstances of the case. B should consult with a legal expert to explore their options and determine the best course of action.

Judgement:

That is correct B could pursue legal action against A for fraud and seek remedies such as compensation or restitution. However, recovering the ring from C might be challenging due to C's status as a bona fide purchaser. Consulting with a legal expert would be crucial for B to understand their rights and options in this situation.



5. R buys an article from S thinking that is worth Rs. 500. The article actually is worth only Rs. 50. Can R avoid the contract and return the article?

Answer:

In this scenario, R may have grounds to argue that there was a mistake regarding the value of the article. If R can prove that there was a mutual mistake or misrepresentation of the value, they may be able to avoid the contract and return the article. However, it would depend on the specific law and regulations governing contracts in their jurisdiction. They may need to seek legal advice to determine their options.

Judgement:

Exactly, R could potentially argue that there was a mistake or misrepresentation of the article's value, which could provide grounds for avoiding the contract. However, the legal feasibility of this argument would depend on the specific laws and regulations in R's jurisdiction, so seeking legal advice would be advisable to determine the best course of action.





ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN,
HOSUR.

CASE STUDY

Title : A Case Study based on guarantee
..... of a contract.

Name of the student : Durga Devi. B
Programme / course : B.com CA A
Department : Commerce
Semester : III
Date : 11-09-2020
Subject name : Business Law
Subject code : -

Signature of the faculty :



S and D go to a shop. S tells C, the shopkeeper, let D have the goods if he does not pay I will pay. Is this a contract of indemnity or a contract of guarantee.

Answer:

This situation describes a contract of guarantee. In a contract of guarantee the guarantor (S in this case) promise to fulfill the obligation of the principal debtor (D) if they fail to do so. In this scenario, S is guaranteeing payment for D's goods if D does not pay.

Judgement:

The scenario represents of contract of guarantee. The essential feature of a contract of guarantee is that the guarantor promises to fulfill the obligations of the debtor if they fail to do so. In this case, S (the guarantor) promises to pay for the goods if D (the debtor) does not. therefore it is a contract of guarantee.



S guarantees payment for goods supplied by C to D upon the condition that months credit should be given to D. C gives only 4 months credit. Is the guarantee valid.

Answer:

The guarantee may still be valid even though the credit period given by C is shorter than the specified condition. However, it would depend on the terms of the guarantee and any agreements made between S and C regarding the credit period. If the guarantee explicitly states that it is contingent upon the specified credit period, then it may not be valid. Otherwise, it could still be enforceable.

Judgement:

In this case, since the condition of providing months credit to D was not met as specified in the guarantee, it may not be considered valid. The validity of the guarantee often depends on whether the terms and conditions outlined in the agreement are met. Since C only provided 4 months credit instead of the stipulated conditions, the guarantee may not be enforceable under these circumstances.



D contract with C to build a house for the latter within a specified time. C agrees to supply the necessary timber. S guarantees D's performances, C does not supply the timber. What happens to the guarantees?

Answer:

If C fails to supply the necessary timber as agreed upon in the contract between D and C, then S's guarantees of D's performance may become invalid or discharged. Guarantees are often contingent upon the fulfilment of certain conditions or obligations by all parties involved. Since C did not fulfill their obligation to supply the timber, the circumstances of the guarantee may change potentially releasing S from their obligation to guarantee D's performance. However the specific legal implications would depend on the terms and conditions of the guarantee agreement and applicable laws in the jurisdiction.

Judgement:

If C fails to supply the necessary timber as agreed upon, S's guarantee of D's performance may be discharged or invalidated. This failure by C to fulfill their obligation could release S from their guarantee, as the fulfilment to the contract between D and C was contingent upon C providing the necessary materials. However the legal implications would depend on the specific terms of the guarantee agreement and applicable laws.



D owes C a debt guaranteed by S. The debt is due. C does not sue D for a year after the debt has become payable. Is S discharged from his liability.

Answer:

In many jurisdictions, if delays D for the debt after it becomes payable, it could potentially discharge S from their liability as a guarantor. This delay legal action could be interpreted as a failure to mitigate damages and S may argue that they have been prejudiced by the delay. However, this discharge of S's liability would depend on the specific terms of the guarantee agreement and the laws governing guarantees in the relevant jurisdiction.

Judgement:

In many legal systems, the delay in suing D for the debt after it becomes payable could discharge S from their liability as a guarantor. This delay may be seen as a failure by C to mitigate damages, and it could prejudice S's position as the guarantor. However, the discharge of S's liability would depend on specific terms of the guarantee agreement and the laws governing guarantees in the relevant jurisdiction.



S gives a guarantee for the fidelity of the manager of a bank. The manager indulges in some malpractice for which the directors fail to act. What happens to the surety?

Answer:

If the manager of the bank engages in malpractice and the directors of the bank fail to take action despite being aware of the situation, it could potentially affect the validity of the guarantee provided by S. However, the specific outcome would depend on the terms & conditions outlined in the guarantee agreement, as well as the applicable laws in the jurisdiction. If the guarantee explicitly states that it is contingent upon the actions of the directors in overseeing the manager's conduct, and if the directors' failure to act is deemed a breach of their obligations, it could potentially discharge S from their liability under the guarantee.

Judgement:

In this scenario, if the manager of the bank engages in malpractice and the directors of the bank fail to take action despite being aware of the situation, the guarantee provided by S may still be valid and enforceable. The guarantee typically stands unless there is a specific clause in the agreement that absolves S of liability in such circumstances. However, the directors' failure to act could potentially lead to legal repercussions for them, but it wouldn't necessarily discharge S from their obligation as a guarantor unless specified otherwise in the guarantee agreement or by applicable laws.

