

Guidelines for NEP: UGCF Syllabus w.e.f. 2022-23
For the Paper Titled "Business Laws" of BA Prog. DSC-3.1, Semester-III
JOINTLY ORGANISED

BY
Department of Commerce, Delhi School of Economics, University of Delhi
And
PGDAV College, University of Delhi

Date: 10th August 2024

Time: 3 PM

Venue: Google Meet Platform

Minutes of the Meeting

COURSE	BA Prog. UGCF (Semester-III)
Subject	BUSINESS LAWS
Paper No.	DSC 3.1

An online meeting for the above mentioned paper was held on 10th August, 2024 at 3:00 p.m. The meeting was convened by Prof. (Dr.) Shuchi Pahuja, Department of Commerce, PGDAV College, University of Delhi and was represented by Dr. Rajdeep Singh from the Department of Commerce, Delhi School of Economics, University of Delhi. The meeting was attended by the following faculty members from different colleges of University of Delhi:

S.No.	Name of Faculty	College
1.	Prof (Dr.) Shuchi Pahuja (Convenor)	PGDAV College
2.	Dr. Rajdeep Singh (Representative)	Department of Commerce, Delhi School of Economics, University of Delhi
3.	Prof. Anu Jain	Aditi Mahavidyalaya
4.	Dr. Rajni Jagota	PGDAV (M) College
5.	Dr. Nidhi Kapoor	Kalindi College
6.	Dr. Shweta Sharda	I.P. college for women
7.	Ms. Sakshi Verma	PGDAV (M) College
8.	Dr. Beauty Das	Hansraj College
9.	Dr. Asha Kiran Gupta	Sri Aurbindo (M) College
10.	Dr. Rajneesh	Dyal Singh Evening College
11.	Mohammad Turaab Suhail	Shaheed Bhagat Singh (M) College
12.	Ms. Nupur Tyagi	Gargi College
13.	Ms. Dimple Gupta	Kamala Nehru College
14.	Dr. Akansha Khurana	Delhi College of Arts and Commerce

The respective member teachers discussed the unit-wise course curriculum in detail and resolved the following unanimously, to be called as final guidelines:

1. To adhere to the following unit-wise guidelines and tentative distribution of lecture periods while teaching the course:

UNIT WISE GUIDELINES AND SCHEDULE OF LECTURES

Unit	Particulars	Topics to be covered	Lectures allocated
I	Introduction to the Law of Contracts	<ul style="list-style-type: none"> • Contract- Meaning, Characteristics and Kinds- Sections 2(h), 10, other relevant definitions under Sec.2 • Essentials of Valid Contract- <ul style="list-style-type: none"> ➤ Offer and Acceptance- Sections 2(a), 2(b), 3-9 ➤ Consideration- Sections 2(d), 25, Doctrine of Privity of contract with exceptions ➤ Contractual capacity- Sections 11, 12 ➤ Free consent- Sections 13-22 ➤ The legality of objects- including Doctrine of Public Policy- Sections 23, 24, 57, 58 • Void agreements: Expressly declared void agreements- Sections 26-30, 36, 56; Difference between void and illegal agreements • Quasi contracts- Sections 68-72 	18
II	Discharge of Contracts	<ul style="list-style-type: none"> • Meaning • Modes of discharge <ul style="list-style-type: none"> ➤ Performance ➤ Mutual consent ➤ Supervening Impossibility ➤ Lapse of time ➤ Operation of law ➤ Breach of contract <p>Sections 37, 38, 56, 62, 63</p>	7
III	Remedies for breach of contract	<ul style="list-style-type: none"> • Rescission • Damages • Quantum meruit • Suit for specific performance • Suit for injunction <p>Sections 73-75, 65, 70 and equitable remedies under Specific Relief Act</p>	3
IV	Special Contracts -1	<ul style="list-style-type: none"> • Contracts of Indemnity and Guarantee: <ul style="list-style-type: none"> ➤ Contract of indemnity: Meaning of indemnity and essentials, Rights of indemnity holder, Time of commencement of indemnifier's liability- Sections 124-125 ➤ Contract of Guarantee: Definition and essentials, Difference between indemnity and guarantee, Kinds of guarantee, Nature and extent of surety's liability, Rights of surety, Discharge of surety. Relevant Sections between 126-147 • Contracts of Bailment and Pledge: <ul style="list-style-type: none"> ➤ Contract of Bailment: Definition and essentials, Kinds of bailment 	9

		Relevant Sections between 148-171 ➤ Contract of Pledge: Definition and essentials, Difference with bailment, , Pledge by non-owners Relevant Sections between 172-181	
V	Special Contracts- 2	<ul style="list-style-type: none"> • Contract of Agency: Definition, essentials, Principal agent relationship, Modes of creation of agency, extent of agent's authority, rights and duties of agents, Personal liability of agent, termination of agency Relevant Sections between 182-238 	8

2. The following division of marks for different units was unanimously accepted:


Unit	Particulars	Marks allocated
I	Introduction to the Law of Contracts	36
II	Discharge of Contracts	9
III	Remedies for breach of contract	9
IV	Special Contracts -1	18
V	Special Contracts- 2	18
	Total	90


3. The framework of question paper of business laws was resolved as under:

Question No. 1	Unit I : Introduction to the Law of Contracts	18 marks
Question no. 2	Unit I: Introduction to the Law of Contracts	18 marks
Question No. 3	Unit II: Discharge of Contracts Unit III: Remedies for breach of contract	18 marks
Question No. 4	Unit IV: Special Contracts- 1	18 marks
Question No. 5	Unit V: Special Contracts-2	18 marks
	Total	90 marks

It was decided that each question will have internal choice from the same unit and the Question paper should contain simple case problems from Unit I pertaining to leading cases as appended with the guidelines.

It was reiterated to adhere to the guidelines in letter and spirit in order to have uniformity and consistency in teaching learning process. The meeting ended with a vote of thanks to Dr. Rajdeep Singh, representative of the department of commerce and the respective faculty members.


(Prof. Shuchi Pahuja)
Convenor of the meeting


(Dr. Rajdeep Singh)
Representative
Department of commerce
Delhi School of Economics
University of Delhi

Appendix

BA Prog. DSC 3.1 Business Laws

Landmark cases (for case problems to be asked in theory paper)

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| 1 | Balfour Vs Balfour | • Social agreements/domestic arrangements are not contracts in the absence of legal intention. |
| 2 | Carlill Vs Carbolic Smoke Ball Co. Ltd. | • General offer |
| 3 | Lalman Shukla Vs Gauri Dutt | • Offer must be communicated |
| 4. | Harris Vs Nickerson | • Acceptance in ignorance of offer is no acceptance |
| 5. | Boulton Vs Jones | • Invitation to offer is different from offer |
| 6. | Powell Vs Lee | • Acceptance must be given only by the offeree |
| 7 | Felthouse Vs Bindley | • Acceptance must be communicated by the acceptor or his authorized agent |
| | | • Mental acceptance is ineffectual |
| 8 | Durga Prasad Vs Baldeo | • Silence cannot be prescribed as mode of acceptance |
| 9 | Chinnaya Vs Ramayya | • Consideration must move at the desire of the promisor |
| 10 | Collins Vs Godefroy | • Consideration may move from the promisee or any other person |
| 11 | Dunlop Tyres Ltd. Vs Selfridge and Co. | • Illusory consideration |
| 12 | Mohiri Bibi Vs Dharmodas Ghosh | • Stranger to contract cannot sue |
| 13 | Abdul Ghaffar Vs Piare Lal | • Agreement with a minor is void-ab-initio |
| 14 | Goldsoll Vs Goldman | • Minor can be a beneficiary or promisee |
| 15 | Hollins Vs Fowler | • Agreement in restraint of trade |
| 16 | Hadley Vs Baxendale | • Finder of goods |
| | | • Ordinary damages and special damages |

Other relevant landmark cases and practical examples are expected to be discussed in the class for helping the students in understanding the applicability of the legal provisions and the same can be used for continuous assessment purpose.