**Business Law**

**April 2022 Examination**

# 

**Q1. Jinen Dedhia wants to start a business and he is exploring to start a partnership firm. However, he requires clarity on the difference between partnerships under Partnership Act, 1932 and Limited Liability Partnership Act, 2008 to take a decision on what kind of partnership suits his requirement. So kindly elucidate the difference between the partnership under the two separate laws. (10 Marks)**

# Answer 1.

## Introduction

Individuals who've moved into a connection with each other to bring about an enterprise are only called "companions"; aggregately known as a "Partnership firm," and the appellation underneath which their corporation earnings is called the "firm name." "A partnership company is authentically not an alternate lawful substance plain from its humans." it is only a complete name given to people shaping it. This way, on no account like an association with an alternate prison Its Half solved only

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**Q2. Please give two (2) practical examples of enforcement actions against violation of Intellectual Property Rights (IPR) (10 Marks)**

# Answer 2.

## Introduction

They protected innovation interfaces with any noteworthy production of the human thoughts as imaginative, canny, unique, or steady plan. Blanketed innovation privileges endorse the valid differences given to the maker or maker to get his arrangement or plan for a specific length. These certified open doors pass the organizer/maker unprecedented freedom or lean closer to one to encompass his invention for a furnished length. There was a quantum soar in exam and development (R & R&D) command with a related jump in hypotheses expected to advance the

# Q3. John Doe wants to draft a contract for his client where he will provide consultancy services. Kindly help John Doe with the following queries:

# a. What are the essential elements of contracts? (5 Marks)

# b. Describe the events which make a contract, though executed or entered into, a voidable contract? (5 Marks)

# Answer 3(A).

## Introduction

A comprehension among two personal social occasions that makes absolute joint obligations. An understanding can be both oral and formed. Regardless, oral preparations are more difficult to approve and need to be averted, if possible. Contracts are essential for day-to-day dealings in all pieces of life. Likewise, it is urgent to fathom the standards regulating them to ensure a sizeable

**Answer 3(B).**

**Introduction**

The voidable settlement is an appropriate comprehension between social affairs that can be conveyed unenforceable for plenty felony reasons, which might also encompass:

(a) Defeat by way of one of the two players to find a material fact

(b) A mistake, mutilation