

## **Business Law**

**September 2024 Examination**

**Q1. Explain in details two (2) real-life instances of Anti-Competitive Agreements which have been prohibited by the Competition Commission of India. (10 Marks)**

**Ans 1.**

### **Introduction**

Anti-competitive agreements are arrangements between enterprises that significantly harm market competition. These agreements can take many forms, including price fixing, bid rigging, market division, and production control. The Competition Commission of India (CCI) plays a critical role in maintaining competitive markets by identifying and prohibiting such practices. The CCI, established under the Competition Act, 2002, aims to prevent practices that have an adverse effect on competition, promote and sustain competition, protect the interests of consumers, and ensure freedom of trade. This vigilance ensures a level playing field, encouraging innovation, efficiency, and consumer welfare. Two notable instances where the CCI has intervened to prohibit anti-competitive agreements include the case against the cement manufacturers and the

**It is only half solved**

**Buy Complete from our online store**

<https://apkieducation.com/university/nmims-assignment/>

**NMIMS Fully solved assignment available for session SEP**

**2024,**

your **last date is 29<sup>th</sup> August 2024.**

Lowest price guarantee with quality.

Charges **INR 199 only per assignment.** For more information you can get via mail or Whats app also

Mail id is [apkieducation06@gmail.com](mailto:apkieducation06@gmail.com)

Our website <https://apkieducation.com/>

After mail, we will reply you instant or maximum  
1 hour.

Otherwise you can also contact on our

Whatsapp no OR Contact no is **+91 8755555879**

**Q2. Illustrate the essential features of Contract. (10 Marks)**

**Ans 2.**

### **Introduction**

A contract is a legally binding agreement between two or more parties that is enforceable by law. Contracts are foundational to commerce and legal systems worldwide, as they establish the obligations and rights of the parties involved. The Indian Contract Act, 1872, governs contracts in India and outlines the requirements for a valid contract. Understanding the essential features of a contract is crucial for individuals and businesses to ensure that their agreements are legally enforceable

**Q3.Surendra and Kashyap have entered into an agreement to license technology. However, Surendra did not complete the full delivery of the technology license to the satisfaction of Seema. Hence, disputes arose between Surendra and Kashyap. Surendra and Kashyap do not want to go through a protracted litigation process before the conventional forums/courts. Can you advise them on:**

**a. What should be done to conduct an arbitration between Surendra and Kashyap to resolve their disputes. (5 Marks)**

**Ans 3a.**

### **Introduction**

Arbitration is an effective alternative dispute resolution method that allows parties to resolve conflicts outside of traditional courts. Surendra and Kashyap can opt for arbitration to avoid the lengthy and costly litigation process. Arbitration is typically faster, confidential, and can provide a binding resolution. Here, we outline the steps they should take to conduct an arbitration to resolve their technology

**b. The difference between Arbitration, Conciliation and Mediation? What is the advantages and disadvantages of each of these? (5 Marks)**

**Ans 3b.**

### **Introduction**

Arbitration, conciliation, and mediation are three primary methods of alternative dispute resolution (ADR) that offer parties the opportunity to resolve disputes outside of traditional court litigation. Each method has distinct characteristics, processes, and benefits, making them suitable for different types of disputes. Understanding the differences and the advantages and disadvantages