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**Assignment: BUSINESS AND LABOR LAW  
 (Final Assignment)**

**Submitted to: BEENISH SHUJA**

**Q1: Negotiable instruments:**

A negotiable instrument is really a written document. This indicates payment to a specific individual or the carrier of the payment at a specific date. So we can characterize a bill of trade as "an a document signifying an unconditional guarantee marked by the individual giving the guarantee, requiring the individual to whom it is addressed to pay on request, or at a fixed date or time.

It is only a document that has highlights of monetary worth and transferability. Despite the fact that the Negotiable Instrument Act doesn't contain a definition.

Section 13(1) says NIs incorporate promissory notes, bills of trade or cheques payable either to arrange or to carrier.

**Features of Negotiable Instruments**

* Easily Transferable
* Must be in Writing
* Time of Payment must be certain
* **Payee also must be certain**

**Key Issue: Negotiability**

To be negotiable, an instrument must:

* be in writing
* be signed by the maker or drawer
* Contain a genuine guarantee or request to pay
* State a distinct measure of cash
* Be payable on request or at a definite timeBe payable to order or to bearer

**We have following Negotiable instruments:**

* Cheque
* Promissory note
* Bill of exchange

**Bills of exchange:**

A bill of exchange is a composed order once used mainly in international trade that ties one party to pay total of fixed cash to another party on request or at fixed date.  
 **OR**  
 A composed, unequivocal request by one party (the drawer) to another (the drawee) to pay a specific total, either quickly (a sight bill) or on a fixed date (a term bill), for payment of goods and/or services got. The drawee acknowledges the bill by signing it, hence changing over it into a post-dated check and a coupling contract.

**Bill of exchange Types:**

1. If a bill of exchange of trade is given by a bank, it tends to be referred to as a bank draft.
2. If they are given by people, they can be alluded to as trade drafts.
3. If the funds are to be paid promptly or on-request, the bill of Exchange is known as a sight bill, and
4. If they are to be paid at a set date later on, it is known as a term bill.

**Following are the information of bill of exchange**

1. **Title**: "bill of exchange"
2. **Amount.**
3. Date on which amount is paid.
4. **Payee**. The name of the party to be paid.
5. Identification number.
6. **Signature**. The bill is signed by a person authorized

**Parties of Bills of exchange:**

1. **Drawer:**

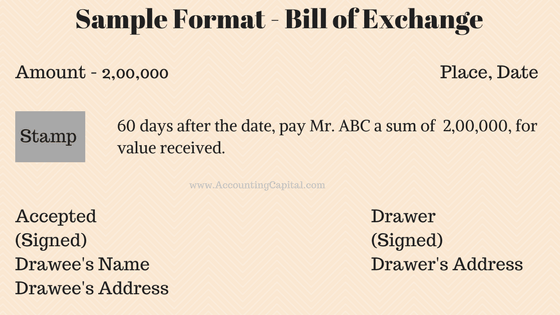
A Drawer is a borrower or indebted person who vows to pay the obligation to the moneylender.

1. **Drawee:**

She/he is a person, in whose favor the note is readied. She/he is the creditor and gives products or services using a loan or loans capital.

1. **Payee:**

A payee is somebody to whom the payment is made.



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**Q2: What are the rights of unpaid seller?**

**Definition**

**Seller:**  Incorporates any individual who is in the position of a seller, as, **for example**, a specialist of the merchant to whom the bill loading has been endorsed, or a distributor or operator who has himself paid, or is legitimately answerable at the cost

**Unpaid Seller**

The seller of goods is supposed to be an “unpaid seller”

a) When the total of the cost has not been paid or offered  
 b) When a bill of trade or other debatable instrument has been gotten as contingent installment and the condition on which it was gotten has not been satisfied by purpose of the dishonor of the instrument.

**1. Rights of an Unpaid Seller:**

Those rights can be classified into two groups. They are as follows.

* Rights against Goods
* Rights against Buyer

**Rights of Unpaid Seller against Goods**

**A. Right of lien:**

Right to retain goods by unpaid dealer till sum is recovered is called right of lien. On the off chance that unpaid seller needs to practice right of lien, he needs to satisfy the accompanying conditions.

* + Unpaid seller will reserve an option to hold ownership of products until purchaser follows through on the cost.
  + Right just for cost and no different charges
  + It is a possessory lien for example vender must have unique ownership of products
  + In case products have been delivered in part, unpaid seller can practice lien on residual merchandise.
  + If cost is paid to some degree, lien can be practiced on whole amount (General lien).

**B. Right of stoppage in transit**

Unpaid Seller has option to stop the good in the travel itself. To practice this right, the accompanying conditions are to be satisfied.

• Seller must be mostly/completely unpaid

• Buyer more likely than not become insolvent

• Goods must be over course of transit

**C. Right to re-sale**

Unpaid seller when has either practiced lien or has regained the possession of goods in transit can then exercise the right to re-sale when the following conditions are satisfied:

• Where products are short-lived

• Where seller gives notice to buyer of of his aim to exchange and purchaser doesn't follow through on the cost inside a sensible time after the notification

• Where seller has explicitly saved his privilege of resale if there should arise an occurrence of default

**2. Rights of Unpaid Seller against Buyer**

**A. Right to sue for price**

It is critical right of purchaser to document an ensemble for recovery of unpaid cost. On account of offer, suit will be made for value balance, however not for compensation.

**B. Right to sue to interest**

In the event that the buyer makes outlandish postponement for making installment, the seller has right to claim interest also.

**C. Right to sue for Damages**

If buyer refuses to accept and pay for the goods, the dealer has the option to sue him for harms renunciation. He can recover or get only damages and not full price.

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**Q3. According to the law of contract act what is trust, how it is created?**

**Definition of Contract:**

* A contract is an understanding between at least two or more parties that is lawfully official. It tends to be spoken or suggested, and is typically recorded as a hard copy.

**OR**

* A contract is a composed or communicated understanding between two parties to provide a product or service.

**OR**

* A comprehension between private social affairs making shared duties enforceable by law.

**Trust:**

A trust is a guardian relationship wherein one party, known as a trustor, gives another party, the trustee, the option to hold title to property or resources to help third party, the beneficiary. Trusts are built up to give legitimate insurance to the trustor's assets, to ensure those benefits are dispersed by the desires of the trustor, and to save time, diminish administrative work and, sometimes, maintain a strategic distance from or lessen estate tax or domain charges.

**Benefits of trusts include:**

* Control of your wealth
* Protection of your legacy
* Privacy and probate savings

**How to create the trust:**

1**. Offer Excellent Customer Service**

The level of customer service care you give majorly affects customer loyalty and maintenance. This implies it's significant to have committed care staff and to set expectations for the speed and quality of your service.

**2. Publish Customer Reviews and Testimonials**

Regardless of how reliable your image, customers will almost always trust other buyers more than organizations. That is on the grounds that they realize that regardless of how fair you may attempt to be, you're eventually going to position your brand in a positive light.

**3. Be Transparent**

If you want your customers to trust you, you should be meriting their trust. That suggests being straightforward about what they can anticipate from your organization.

Also, this should begin directly from their first collaboration with your image. Avoid misleading sales copy and gimmicky promoting efforts, and don't endeavor to catch your crowd's eye with overstated claims about your products or services.

**4. Ask for Feedback**

Always take a feedback from the customer. Don’t feel any fear from feedback. Take a feedback and improve your product and services, so it can’t happens again. It will build trust.

**5. Create a Loyalty Program**

Creating a loyalty program is one of the super and boosting ways to earn customer loyalty. In fact, 76% of North American consumers say they’re more likely choice loyalty programs.

**6. Always Put Your Customers First**

Regardless of anything else, your capacity to acquire customer trust relies upon your capacity to dependably give your clients what they need. What's more, perhaps the most ideal approaches to do this is to build a company-wide customer-centric culture.

**8. Meet your commitments**

Try not to make a dedication you can't keep. In the event that the circumstance changes and you find that you can't keep a responsibility, tell the individual right away. She may have made a promise to other people, based on your commitment to her.

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**Q4. Rights of labors?**

**Employee or Labor:**

Any individual or person employed by an industry or business to make a particular task. An individual in the management of another under agreement of hire where the business has the power or option to control and direct the representative in the material details of how the work is to be performed. Most people accomplish the status of worker after a comprehensive procedure of meetings with a few offices inside an organization

**Workers’ rights:**

Worker have many right some of them discuss below:

**1. Safe workplace environment:**

Every employee should to expect that their working environment condition is safe and has no wellbeing and security dangers. In the event that a worker experiences perilous risks in the work environment, a complaint can be filed with the Occupational Safety and Health Administration (OSHA).

**2. Wage equality**

Organization are not required to pay all employees the same pay. The right about is paying same wages to the employee who doing same job and having same skills. But if employees doing different job it should give different wages.

**3. Overtime wage equality**

Labor laws direct that businesses are required to pay significantly more pay if the worker work extra hours over the standard 40 hours in seven days. Laborers who are salaried workers are not qualified for additional time pay.

**4. No discrimination in the workplace**

Employers and organization are not permitted to discriminate against employees regarding hiring, firing, wages or promotions based upon the following factors:

* Gender
* Pregnancy
* Religion
* Race, Ethnicity or National origin
* Age (Labor laws protect individuals aged 40 and older)
* Disability (Labor laws dictate that an employer is responsible to reasonably accommodate an individual with a disability to do his or her job)
* Immigrant Status (Labor laws require that employers cannot refuse to hire an individual because of a perceived accent or that the individual was born in another country.

**5. No sexual harassment in the workplace**

Sexual harassment of any sort is unlawful and laborers are ensured and protected against this in the working environment. Being compelled to take part in sexual favors for employer stability or so as to get an advancement of promotion is considered sexual harassment. Employee should fell free at work place form any kind of harassments.

**6. Medical and family leave**

Every employee and labor have a right to get some medical and family leaves. Their leaves should be paid. If he/she do more than limited leaves then they should fine.

**7. Joining a union**

All employees and worker have a right to either support or join a union to assist in the negotiation of various employment contracts with the employer. A business can't threaten you nor meddle with your choice to join a union. Every individual worker has the option to choose whether or not to be spoken to by a union.

**8. Stand up for themselves**

Employees have the right and obligation to be free to stand up for themselves if they feel violated of its right. Fear of punishment or retaliation. Organizations like OSHA and other government substances need to stand out for representatives who are encountering any sort of violation of rights.

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**Q5. Write short notes on the following**

**1. Free Consent**

**2. Offer and essentials of offer**

Ans:

1. **Free Consent**

Consent means both parties are in one page.   
In the contract the two individuals agree in a similar sense, they are said to agree to the consent.

OR

At the point when at least two person concur or agree upon something very similar and in a similar sense". With the goal that two people who are happy to go into an agreement consent to something in same sense.

**Example:**

Ali entered into contract with Bilal to sell car. Ali owns 4 cars and is willing to sell Honda civic, whereas Bilal in under fact of buying Toyota. In this case there is no consensus. Both the parties have different sense. Hence there is no Consent in contract.

But if Ali wants to sale Honda and Bilal also wants to buy Honda then there is consent.

Consent is considered free Consent when it is not caused or affected by the following:

1. Coercion

2. Undue Influence

3. Fraud

4. Misrepresentation

5. Mistake

1. **Offer and essentials of offer**

**Offer:**

In the development of a sales contract, the primary requirement is that one party must make an offer. An offer exists when one party obviously communicates the eagerness to go into a legally binding relationship that is limited by a particular arrangement of terms. The offer also must made in such a way that it can be easily accepted by the person receiving the offer -- without him doing anything further aside from accepting the offer.

**Kinds of Offer**

There are following kinds of offer:

1. General Offer
2. Specific offer
3. Express offer
4. Implied offer
5. Counter-offer
6. Cross offers
7. Standing offer

**Essentials of a valid Offer:**  
  
         following are the essentials of valid offer:

1. Every proposal must be communicated
2. It must create Legal Relations
3. It must be Certain and definite
4. It may be specific or Public
5. Express or Implied
6. Clarity Matters
7. It is Not an Invitation to Offer
8. Communication of Offer
9. Conditional Offer
10. No Scope for Cross Offers

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