

**FINAL EXAM-FINAL TERM**

**NAME:  
SHEHLA KHATTAK**

**ID#  
13981**

**SUBJECT:  
“BUSINESS AND LAW LABOUR”**

**SUBMITTED TO:  
MA’AM BEENISH SHUJA**

**Q1:According to the Law what is negotiable instruments? And also define bill of exchange?**

**Ans:Negotiable Instrument:**

A commercial paper, for example, a check or promissory note, that contains the marks of the drawer and the maker; an unrestricted guarantee or request to pay a specific whole in real money that is payable either upon request or at an explicitly assigned opportunity to the request for an assigned individual or its conveyor.

Negotiable instruments are transferable, permitting the holder to accept the assets as money or use them in a way fitting for the exchange or as per their inclination. The store sum recorded on the report incorporates documentation concerning the particular sum guaranteed and should be paid over the required funds either on-request or at a predetermined time. A debatable instrument can be moved to start with one individual then onto the next. When the instrument is moved, the holder gets a full lawful title to the instrument.

**Types of negotiable instruments:**

• A negotiable instrument by Statute are:

Promissory note.

Bill of exchange.

Cheques.

• A negotiable instrument by custom and usage are:

Bank draft.

Pay order.

Hundies.

Delivery order.

**Bill of exchange:**

“A bill of exchange is an instrument in writing containing an unconditional order signed by the maker, directing a certain person to pay a certain sum of money only to, or to the order of, a certain person or the bearer of the instrument.”

It implies that an order is made in written by one individual on another directing him to pay a specific entirety of cash unequivocally to someone in particular or as per his directions or to the conveyor, and if that request is acknowledged by the individual on whom the request was made, the archive is a bill of trade.

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

**Ans:UNPAID SELLER:** is a person to whom the whole price has not been paid or tendered. where a bill of trade or other debatable instruments has been acknowledged by him as a condition on which it was gotten has not been satisfied by reason of disrespect of the instrument or something else.

### **RIGHT OF AN UNPAID SELLER**

- \* rights against goods
- \* Rights against buyers

### **RIGHTS AGAINST THE GOODS :**

#### **RIGHTS TO LIEN -**

- \* It is the legal right which arises when the payment is partly or whole of the payment is not received by the seller so in this the possession of the good is in the hands of the seller.
- \* it can exercise only on price and not another charge
- \* If the price is paid in parts lien can be implemented on the entire quantity

### **RIGHTS OF STOPPAGE IN TRANSIT:**

- \* seller must be partially unpaid
- \* Buyer must have become a bankrupt
- \* The goods must be in the course of transit

### **RIGHT TO RESALE:**

- \* Where goods are liable to decay or spoil
- \* Where merchant pulls out to purchaser of his expectation to exchange and purchaser doesn't follow through on the cost inside a sensible time after the notification
- \* Where merchant has explicitly saved his privilege of resale if there should arise an occurrence of default

## **2- RIGHTS AGAIN THE BUYER:**

### **RIGHT TO SUE FOR PRICE -**

- \* if the good is passed to the buyer of the product and the buyer refuses to pay the price of the product the seller can sue for price.

### **RIGHT TO SUE TO INTEREST:**

- \* the unpaid seller can recover the reasonable interest on the unpaid price goods sold. The seller can also sue the buyer for special damages where both the parties are aware of such loss at the time of the contract.

### **RIGHT TO SUE FOR DAMAGES -**

- \* If the buyer refuses to accept and pay for the products the seller has the full right to sue him for damages non-acceptance. He can recover/pay only damages and not full price.

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

**Ans: TRUST** : a relationship made at the course of a person in which at least one individual holds the individual property subject to specific obligations to utilize and ensure it to serve others. People may control the appropriation of their property during their lives and after their demises using trusts the individual who acknowledges the certainty is known as the "trustee": the individual whose the advantage the certainty is acknowledged is known as the "recipient".

**CREATION OF TRUST:** A trust can appear in any way, by an instrument recorded as a hard copy (counting a will), by a one-sided announcement, by activity of law and furthermore by oral statement. In any case, when a trust is made orally, the law requires that there is adequate proof of the settlor's expectation to make a trust. Without unequivocal proof of this goal the law will assume that the individual proposed command or store and not the creation to a trust Explicitly on account of unit trusts and between vivo trusts, these can't be made by an oral assertion Both of them are for the most part made by a composed instrument.

A trust might be made for any legitimate reason. The reason of a trust is legitimate except if it is (a) taboo by law, or (b) is of such a nature, that, if allowed, it would vanquish the arrangements of any law, or (c) is deceitful, or (d) includes or on the other hand suggests injury to the individual or property of another, or (e) the Court sees it as corrupt or restricted to open strategy.

### **Q4. According to the labor law what are the rights of labors?**

**Ans: Labour Law:**

“Labour law mediates the relationship between workers, employing entities, trade unions, and the government. Collective labor law relates to the tripartite relationship between employee, employer, and union. Individual labor law concerns employees' rights at work also through the contract for work.” Labour law in Pakistan is wide and contains a few mandates, acts, rules and guidelines, and every single other rule identifying with modern, business, and work foundations. These various laws give a credible manual for the Employers, the Employees, the Trade Unions, and the concerned Agencies to understand their separate duties and to get mindful of their recommended legitimate rights to be affirmed. These laws supplement the smooth running of the business concerning matters identifying with bosses and representatives' to accomplish the objective of higher profitably, sensible benefits, better wages, and a decrease in treacherous practices or segregation.

The Constitution of Pakistan contains a range of provisions with regards to labour rights as mentioned below:

**Provisions on Labour Rights:**

• “Article no 11:

- a) All forms of forced labor and traffic in human beings are prohibited
- b) No child below the age of 14 yr shall be engaged in any factory or mine or any other hazardous employment.

• **Article no 17:**

a) Every citizen shall've the right to form associations or unions, subject to any reasonable restrictions imposed by law in the interest of sovereignty or integrity of Pakistan, public order, or morality.

• **Article no 18:**

a) Every citizen shall've the right to enter upon any lawful profession or occupation, and conduct ant lawful trade or business.

• **Article no 25:**

a) All citizen is equal before the law and is entitled to equal protection of the law.

b) There shall be no discrimination based on sex alone.

• **Article 27:**

A) Citizen otherwise qualified for appointment in the service of Pakistan shall be discriminated against in respect of any such appointment on the ground only of caste, residence, sex, religion, race, or birthplace.

• **Article no 37 (e):**

a) The state shall make provision for securing just and human conditions of work, ensuring that children and women are not employed in vocations unsuited to their age or sex and for maternity benefits for a woman in employment.

• **Article no 38:**

a) The state shall secure the well-being of the people, irrespective of caste, race, sex, or creed, by ensuring equitable adjustment of rights between employers and employees.

b) Provide for all persons employed in the service of Pakistan or otherwise, social security by compulsory social insurance or other means.”

**Reference:**

file:///C:/Users/Dr.Naheed%20Imran/Desktop/Labour\_and\_Employment\_Law-A\_Profile\_on\_Pakistan.pdf

## **Q5:Write short notes on the following**

### **1.Free Consent**

### **2.Offer and essentials of offer**

**Ans: CONSENT:** According to Section 13, " at least two people are supposed to have consented when they concur upon something very similar in a similar sense.

Consent is supposed to be free when it is not brought about by intimidation or undue impact or extortion or deception or misstep.

#### **ELEMENTS OF FREE CONSENT:**

- 1- The agreement ought not be done under the weight of undue impact.
- 2- The agreement ought to be managed without extortion.
- 3- The agreement ought not be made through deception.
- 4- The agreement ought not be committed by error

#### **SIGNIFICANCE :**

The agreements and understandings made in free consent are thought of legitimate and can be upheld. Free consent develops security to the gatherings having the understanding and it holds the gatherings to remain to their forces and policies without any weight or impact.

**OFFER :** At the point when an individual communicates his readiness to someone else to do or to go without accomplishing something and furthermore get the assent of such articulation, it is called an offer. The individual who makes an offer is known as "Offerer" or " Promiser" and the individual to whom the offer is made is known as the "Offeree" or "Promisee".

**TYPES :**

- \* Counter offer
- \* General offer
- \* Cross offer

**EXAMPLE :** if saima is offering shazia to buy her gold bracelet for 58k, here saima is making an offer to shazia So saima is an offeror while shazia is an offeree.

**ESSENTIALS OF OFFER :**

- It might be express or suggested
- It must make legitimate relations
- It must be unequivocal and clear
- It might be explicit or general
- It must be conveyed to the offeree
- It ought not contain negative condition
- It must not contain cross offers

**THE END.**