

**THE OPEN UNIVERSITY OF SRI LANKA
FACULTY OF HUMANITIES AND SOCIAL SCIENCES
DEPARTMENT OF LEGAL STUDIES
LL. B DEGREE PROGRAMME -LEVEL VI
LLU6716 COMMERCIAL LAW
CONTINUOUS ASSESSMENT TEST 2 -2021/2022
DURATION – 1 HOUR**



DATE :16th September 2022

TIME: 1.30 PM-2.30 PM

Answer one (1) question only.

Illegible handwritings will be penalized.

1. Malani, a supplier of Roses based in Bandarawela, agreed to send 200 red roses to Mufeeka whose wedding scheduled to be held on 10th of September 2022 in Colombo. Mufeeka informed Malani that she wants 200 of red roses by evening of 9th September 2022 so that she would be able to give them to their wedding planner for the necessary decorations. Malani handed over the flowers to EXPRESS courier service on 8th advising them to 'deliver the flowers to the given address before 5.00 pm, 9th September 2022'.

Due to the shortage of fuel, the EXPRESS courier service was unable to deliver the flowers on 9th September 2022, nevertheless, delivered it 10th September 2022 around 8.00 am. When the parcel is unwrapped, it is detected that only 150 red roses had been sent and, among them, half of the flowers are damaged.

Discuss the legal consequences arising the above scenario in light of the provisions of Sale of Goods Ordinance, No. 11 of 1896 of Sri Lanka. Explain whether there is any remedy available for Mufeeka and support your answer with case law.

(20 Marks)

2. David, an owner of a motor bike shop whose business has been limited to sale on cash, is considering whether he can expand his business to include sale of motor bikes under hire-purchase agreements. He seeks your advice on the following:

I) The difference between the contract of sale of goods and the hire- purchase agreement?
(08 Marks)

and;

II) The rights and obligations of the owner under the hire- purchase agreement.

(12 Marks)

Advise David in light of the provisions of the Consumer Credit Act, No .29 of 1980 of Sri Lanka. Support your answer with case law.

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