

Total No. of Questions : 5]

PB-2058

SEAT No. :

[Total No. of Pages : 2

[6201]-111

M.B.A.

**III: GE-UL-05: Legal Aspects of Business
(2019 Revised) (Semester - I)**

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) *All questions carry equal marks..*
- 2) *All questions are compulsory.*
- 3) *All question have internal choice*

Q1) Attempt any Five

[5 × 2 = 10]

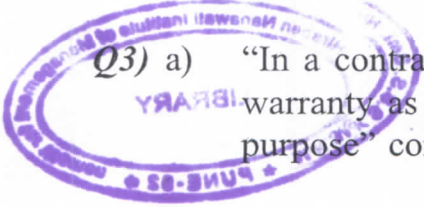
- a) Capacity to contract
- b) According to section 2(d) of the contract Act, 1872, _____ is when one person signifies to another his willingness to do or to abstain from doing any thing, with a view to obtaining the assent of that to such act or abstinence.
- c) The sales of good Act, 1930 implies a condition that the sellar has the right to _____ the goods being sold.
- d) Holder in due course.
- e) A bill of exchange must always be drawn on a banker (True/False)
- f) Consumer
- g) UTP
- h) Sale by auction

Q2) Attempt any Two :

[2 × 5 = 10]

- a) Distinguish between agreement & contract.
- b) Distinguish between memorandum of Association and article of association.
- c) Differentiate between conditions and warranties.

P.T.O.

 Q3) a) "In a contract for the sale of goods, there is an implied condition or warranty as to the quality of goods or their fitness for any particular purpose" comment. [10]

OR

b) Mr. G. has agreed verbally to pay Rs.15000/- for Mr. T's collection of literature. Before the matter can proceed any further, Mr. T gets involved in a serious car accident that results in him entering a coma. It is uncertain whether Mr. T. will gain consciousness. Worried about Mr. T. but still eager to purchase the literature, Mr. G. consults you to ascertain what essential elements required to give rise to a valid contract.

Q4) a) Discuss the composition, functions and Jurisdictions of state forum under consumer protection Act. [10]

OR

b) Explain in detail the steps required to take to incorporate a public limited company.

Q5) a) Explain promissory note. Discuss all the essential elements required in it. [10]

OR

b) Mr. Kumar offers to sell his car to Mr. Singh for Rs. 2,00,000. Mr. Singh accepts the offer with a condition that he will pay the price in two monthly installments. Is this an enforceable contract? Explain the legal provision to justify your answer.



Total No. of Questions : 5]

P7877

SEAT No. []

[Total No. of Pages: 2

[6118]-1111

First Year M.B.A.

111-GE-UL-05 : LEGAL ASPECTS OF BUSINESS

(2019 Pattern) (Semester - I) (Revised)

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) *All questions are compulsory.*
- 2) *All questions carry equal marks.*

Q1) Define the following (any 5 - 2 mark each).

- a) Negotiable Instrument in accordance with the N.I. Act 1881.
- b) Company according to company Act 1956.
- c) Deficiency according to consumer protection Act 1986.
- d) Unpaid seller according to sale of goods act 1936.
- e) Contingent contract according to Indian Contract act.
- f) Universal agent according to contract of agency.
- g) Continuouse gurantee as per contract of gurantee.
- h) Types of crossing of a cheque.
- i) Coercion as per Indian contract Act.
- j) Suit for quantum meruit.

Q2) Answer any Two (5 marks each).

- a) A promissory note executed on 31st - July 2022, is made payable one month after date. When does the note become payable? Give calculation how to find the date of payment. Also define a promissory note as per Negotiable instrument act.

P.T.O.

- b) M offers to sell his house to N for Rs. 1,40,000. N says to M that if he agree to keep the offer open for 10 days he (N) will pay him Rs. 1000 extra. M agrees and then sell the house within 3 days to a third party. Analyse the case;
- c) L offered to M his scooter for Rs. 4,000/- M accepted the offer and tendered Rs. 3,900/- cash down payment, promising to pay the balance of Rs. 100 by the evening. Is there a contract justify your answer. Also define a valid contract as per the Indian contract act.

Q3) a) Explain memorandum of association of a company according to the company act 1956. **[10]**

OR

- b) Define 'Goods' according to sale of Goods Act 1930. Explain provisions related to delivery of goods according to sale of goods act.

Q4) a) Define offer. Explain essentials of a valid offer, as per Indian contract Act. **[10]**

OR

- b) Explain the termination of contract of agency by operation of Law according to the contract of agency act.

Q5) a) Explain the term & provision of Restrictive trade practices and unfair Trade Practice as per consumer protection act. **[10]**

OR

- b) Define consumer Dispute. Explain the state consumer forum (state comission) in detail.

