

Total No. of Questions : 5]

P7877

SEAT No. :

[Total No. of Pages : 2

[6118]-111

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) Continuous guarantee as per contract of guarantee.
- 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.

