

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 valid contract.

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

OR

b) Explain in detail the steps required to take to incorporate the 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 these an enforceable contract? Explain the legal provision to justify your answer.

