

Registration No :

1 9 0 6 2 5 8 0 0 6

Total Number of Pages : 02

MBA
18MBA108

1st Semester Regular/Back Examination 2019-20

BUSINESS LAW

BRANCH : MBA

Max Marks : 100

Time : 3 Hours

Q.CODE : HRB969

Answer Question No.1 (Part-1) which is compulsory, any EIGHT from Part-II and any TWO from Part-III.

The figures in the right hand margin indicate marks.

Part- I

Q1 Only Short Answer Type Questions (Answer All-10) (2 x 10)

- a) A asks B to beat C and promises to indemnify B against the consequences. B beats C and is fined Rs.1,0000. Can B claim Rs.1,0000 from A?
- b) A purchases a beautiful double door Refrigerator from B for Rs.15,000. A finds later on that the Refrigerator does not make ice. Can he reject it and recover his money?
- c) Under an agreement, a manufacturing company, M, was to supply 5000 shirts to Dew Ltd at the rate of Rs.120/- per shirt on April 15. Due to an increase in the cost of the raw-materials, M realized that it would not be able to supply the shirts at the stipulated price. M informed Dew Ltd on March 15 that it would not be supplying the shirts at the mentioned price. What are the legal course available to Dew Ltd?
- d) X contracts to sell and deliver to Y, 100 pieces of pen-drives on Thursday, for Rs.1000/- a piece. On Monday, X told Y that he would not be able to deliver the pen-drives. The pen-drives were available on Monday for Rs.1050/- a piece and on Thursday for Rs.950/- a piece. Decide the compensation for Y.
- e) A finds a man B lying unconscious on the road and fetches C, a doctor, to attend to him. Has C any right to be paid for his services against A or B? Advise C.
- f) A lends his motor-car to B for a drive by him only. B allows his daughter C, who is an expert car driver, to drive the vehicle. C drives the car carefully but the axle suddenly breaks and the car is damaged. Is B liable for the damage?
- g) A goes to a bookseller and selects certain books. He arranges with the bookseller the supply of the books next morning by a servant of the shop and month's credit for payment. The books are destroyed in a fire on the same night. The bookseller demands payment from A. A wants to avoid payment. Can you help him?
- h) Discuss about the bailee's particular and general lien.
- i) When can a court disallow the prayer for specific performance?
- j) All the seven signatures of a Memorandum of Association (MOA) were forged by a person and a certificate of incorporation was duly obtained. Is the certificate of incorporation valid?

Part- II

Q2 Only Focused-Short Answer Type Questions- (Answer Any Eight out of Twelve) (6 x 8)

- a) Even without consideration, there can be a valid contract. Explain when?
- b) Distinguish between Fraud and Misrepresentation.
- c) Under what circumstances can a finder of goods sell the lost goods?
- d) What do you understand by the principle of "Caveat Emptor"?
- e) Explain "Deficiency" as per the Consumer Protection Act, 1986.
- f) What are implied conditions in a contract of sale? Explain with examples.
- g) What is supervening impossibility? Explain the legal provisions.

- h) Write the rights of a consumer.
 i) Explain how an agency is created by implications.
 j) Discuss the bailee's duties and responsibilities.

k) Mr. C.R. Das is a transport contractor and has a proprietary firm in Cuttack by the name of M/s CRD & Sons. He has two trailers of Ashok Leyland make. He purchased a third trailer at a sum of Rs.4.75 lakh. This trailer did not give satisfactory service and started giving trouble on account of manufacturing defects. He filed a complaint before District Forum, Cuttack against M/s Ashok Leyland for defects in the trailer. Will Mr. Das succeed to get back the cost of the trailer from the manufacturer?

l) A company was promoted to carry on the business of crop-spraying from the air. X, one of its promoters, held bulk of its shares and was its Managing Director. Subsequently the company entered into a service agreement with him and engaged him as its chief pilot also. While piloting one of the aircrafts of the company, in the course of latter's business, he was killed in an air-crash. His wife has claimed compensation under the provisions of the Workmen's Compensation Act. The claim is being resisted by the solicitor of the company who contends that X and the company were one and the same person and as a person cannot employ himself, no compensation is payable.

Part-III

Only Long Answer Type Questions (Answer Any Two out of Four)

Q3 "All agreements are contracts if they are made by free consents of the parties, competent to contract, for a lawful consideration and with a lawful object and are not hereby expressly declared to be void". Discuss the various elements of a valid contract inherent in this sentence. Illustrate your points with some illustrative examples in each case. (16)

Q4 Discuss the various Rights of an unpaid seller in the following cases :

- a) Against the Goods sold. (8)
 b) Against the Buyer (in person). (8)

Q5 State the provisions regarding appointment of Directors in a company. (16)

Q6 Discuss the provisions relating to the following :

- a) Consumer Dispute Redressal Agencies and their powers (8)
 b) Deficiency in service (8)

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Total Number of Pages : 02

MBA
18MBA108

1st Semester Regular Examination 2018-19
BUSINESS LAW
BRANCH : MBA
Time : 3 Hours
Max Marks : 100
Q.CODE : E991

Answer Question No.1 (Part-1) which is compulsory, any EIGHT from Part-II and any TWO from Part-III.

The figures in the right hand margin indicate marks.

Part- I

Q1 Short Answer Type Questions (Answer All-10) (2 x 10)

- a) Explain with examples right in rem and right in personam.
- b) Discuss the principle of law in the famous case Carbolic Smokeball company case.
- c) Give an example of unfair trade practice.
- d) What does the phrase "Nemo dat quod non habet" explain?
- e) What is consensus ad idem? What are the occasions when you would smell its absence?
- f) Explain and give examples of unilateral mistake and bilateral mistake.
- g) When can an agency become interminable?
- h) What is a lien? Who enjoys such a power?
- i) What is a bailment? What would happen if the bailee fails in his duty to take care of the goods bailed and it is lost?
- j) What is perpetual succession? Give an example to explain your answer.

Part- II

Q2 Focused-Short Answer Type Questions- (Answer Any Eight out of Twelve) (6 x 8)

- a) You are a Manager of a company. You have been invited to give a talk to 1st year MBA students in a local college. How will you explain the interrelationship between business and law?
- b) What are the underlying assumptions of a contract? Explain with examples.
- c) It is often said that there cannot be contract without its price being paid. Explain the exceptions to this fundamental rule with examples.
- d) Do you feel that an aggrieved party should insist for carrying out the terms of the contract by the other contracting party? Will court allow such a prayer of the aggrieved party? If not why?
- e) What is damage? When does it occur? Explain various types of damages with examples.
- f) Explain the principle of caveat emptor with its exceptions.
- g) Who is a consumer under CPA? What are the different rights of a consumer?
- h) What are the different types of meetings held in a company? What are the purposes?
- i) What are the fundamental documents of a company? Discuss their contents.
- j) Discuss the redressal machineries available for resolving a consumer dispute and their jurisdiction.
- k) What are the different modes of creating an agency contract? Discuss.
- l) Distinguish between coercion and undue influence. Explain the legal consequences.

Part-III

Long Answer Type Questions (Answer Any Two out of Four)

- Q3** A proposal has to pass certain tests to become a contract. What are these? Explain with decided cases. (16)
- Q4** In a contract of bailment there are certain duties and responsibilities on both the parties. What are they? Explain clearly. (16)
- Q5** Discuss the famous case which confirms the principle of separate legal entity between the company and the promoters. Explain the most important ingredients of a company form of business organization. (16)
- Q6** Discuss the rights of an unpaid seller against the goods and the buyer. (16)

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Total Number of Pages : 02

MBA
15MNG302

3rd Semester Regular Examination 2017-18

Business Law
BRANCH : MBA
Time: 3 Hours
Max Marks: 100
Q.CODE: B677

Answer Question No.1 and 2 which are compulsory and any four from the rest.
The figures in the right hand margin indicate marks.

- Q1 Answer the following questions : (2 x 10)**
- a) What do you mean by share qualification? What happens in the absence of such qualification?
 - b) Explain about the resolutions requiring special notice.
 - c) Under what circumstances court will compulsorily dissolve a company?
 - d) Distinguish between coercion and undue influence with examples.
 - e) A minor does not have licence to cheat. What are its legal implications?
 - f) What are the occasions for the court to refuse demand for specific performance by the opponent?
 - g) What are the rights of a finder of goods?
 - h) Explain the circumstances under which the contract of agency cannot be discharged?
 - i) Explain FOR, C&F and CIF contracts.
 - j) Explain the contract of service and contract for service.
- Q2 Fill up the blanks in the following questions. (2x10)**
- a) When the contract is perfectly valid but cannot be enforced because of some technical defects, it is called as-----.
 - b) An application filed by a prospective applicant to a company is an example of ------.
 - c) Fiduciary relations is all about the relationship of -----and -----.
 - d) A promises to pay Rs.5000/- to B if he feels like to pay. This agreement is-----.
 - e) Any increase of profit from the goods bailed belongs to-----.
 - f) The goods which are to be produced by the seller after making of the contract is known as -----.
 - g) The unpaid seller can exercise the right of lien over the goods where he has possession of the goods in the capacity as -----.
 - h) Risk of loss on insolvency of the buyer is borne by -----.
 - i) An appeal filed with State Commission or National Commission shall be heard as expeditiously as possible and efforts shall be made to dispose the appeal within a period of -----.
 - j) ----- prospectus is issued in order to test the market before finalizing the issue size and price.
- Q3 a) All contracts are agreements, but all agreements are not contracts. Discuss with examples. (7.5)**
- b) Distinguish between void agreement and voidable contract with examples. Also explain unilateral contract and bilateral contract (7.5)**

- Q4** a) Explain the legal rules regarding consideration with examples (7.5)
b) What do you mean by no consideration no contract? Are there any exception to this rule? Explain with examples. (7.5)
- Q5** a) What do you mean by breach of contract? What remedies are available to the aggrieved party? (7.5)
b) What are the varieties of damages one aggrieved party can claim for? (7.5)
- Q6** a) What is a bailment contract? Explain the rights of bailor and bailee? (7.5)
b) Discuss the concept of possessory lien. How can a lien get terminated? (7.5)
- Q7** a) Discuss the rules regarding delivery of goods with examples (7.5)
b) What is the meaning of Nemodat quod non habet? Explain the exceptions if any. (7.5)
- Q8** **Write short notes on any two** (7.5x2)
a) Features of a company
b) Unfair Trade Practices
c) Contents of Memorandum of Association.

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MBA
15MNG302

3rd Semester Regular / Back EXAMINATION, 2016-17

BUSINESS LAW

Branch : MBA

Time: 3 Hours

Max Marks: 100

Q.CODE:Y555

**Answer Question No.1 and 2 which is compulsory and any four from the rest.
The figures in the right hand margin indicate marks.**

Q1 Answer the following questions: (2 x 10)

- a) A Contract is usually treated as -----if it has not been obtained -----.
- b) ----- and ----- are important sources of Business law.
- c) If consideration is not -----, it cannot be a ----- at any point of time
- d) Generally --- follows ownership whether paid or -----.
- e) The breach of Warranty gives rise to ----- but not a right to -----
- f) A Complainant can make a complaint before ----- in relation to -----.
- g) The court may lift the corporate veil under ----- and -----.
- h) The AOA of a company controls ----- and defines -----.
- i) A minor's contract is -----even if the minor attains -----
- j) An individual can be a director if he is a -----or his name is mentioned in the ----- of the company.

Q2 Answer the following questions: (2 x 10)

- a) What is the need for managers to know about business law?
- b) Damodar, executed a mortgage in favour of Chintu, a minor who has advanced the money. Is this mortgage valid?
- c) Anjan agreed to pay Bhusan Rs.1,00,000 if Bhusan marries chanda. Chanda was already married to Deepak at the time of agreement. Is the agreement valid?
- d) What are the fundamental principles of a contract?
- e) Soda water was sold by A to B in bottles. B was injured by the bursting of one of the bottles. Can B claim damages from A?
- f) What are implied warranties?
- g) How is a complaint made?

- h) Mr X and Mr Y were only two members of a privately limited company. Both of them have been killed in an air crash. Does this company cease to exist?
- i) There are only two members of a company and both of them are not on speaking terms. Can the company be wound up on this ground?
- j) What is meant by "Doctrine of ultra-vires"?

- Q3 *Many a times the aggrieved party to a contract becomes helpless to find what to do when the other party does not carry out his obligations. As a Legal consultant advise such a party what recourses are available to him under Contract Act ?* 15
- Q4 Generally in case of bailment for reward the parties enjoy certain rights over the other. Explain the same with examples. Will they forfeit such rights in case of gratuitous bailment? 15
- Q5 Who is a consumer? When should he / she go for a complaint under the CPA, 1986? Explain in detail the jurisdictions of the consumer disputes redressal agencies under the Consumer Protection Act, 1986. 15
- Q6 What are the two fundamental documents that a company must have as its constitution? What are the clauses of the MOA of a company? 15
- Q7 In the famous case Saloman Vs Saloman & Co Ltd a very important principle of company form of business was evolved. Explain the case and the principle. Along with it what other elements are found in the Company? Explain. 15
- Q8 Write short notes on: 7.5+7.5=15
- a) Quasi contract
 - b) No consideration no contract.

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Total Number of Pages: 01

MBA
MGT 301

2ND Year Special Examination – 2015-16

Business & Corporate Law

BRANCH: MBA

Time: 3 Hours

Max marks: 70

Q Code: X277

Answer Question No.1 which is compulsory and any five from the rest.

The figures in the right hand margin indicate marks.

- Q1 Answer the following questions: (2 x 10)
- (a) Cross offer.
 - (b) Executory Contract.
 - (c) Fraud
 - (d) Special damage.
 - (e) Principle of restitution.
 - (f) Novation.
 - (g) Commercial impossibility.
 - (h) Quantum Meruit.
 - (i) indoor management
 - (j) One-man company.
- Q2 What do you mean by capacities of parties? Explain the provisions relating to the agreements signed by and with a minor. (10)
- Q3 Explain the implied conditions in an agreement of sale. (10)
- Q4 Who is a consumer? What are his basic rights against the parties selling him defective goods and providing deficiency in services. (10)
- Q5 Who is an authorized person under FEMA? What are his duties? (10)
- Q6 Explain the case matters relating to the Saloman Vs Saloman &co Ltd.. (10)
- Q7 What are the different types of companies ? Explain in detail. (10)
- Q8 Write Short Notes (any two): (2X5)
- (a) Quasi Contract
 - (b) Directors meetings
 - (c) Articles of Association

Registration No:

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Total number of printed pages : 02

MGT 301

3rd SEMESTER REGULAR/BACK EXAMINATION- 2015-16

BUSINESS AND CORPORATE LAW

BRANCH : MBA

QUESTION CODE : T178

Max marks: 70

Time: 3 Hours

Answer Question No.1 which is compulsory and any five from the rest.

[The figures in the right hand margin indicate marks]

Q.1 Answer the following questions : **2x10**

- (a) Each contract is based on two fundamental premises. What are they ?
- (b) Any person affected by an act of omission or commission of others can initiate legal action against the other. Is it true in all cases ? Justify your answer clearly stating the principle of law.
- (c) A enters into a taxi and directs the driver to take him to a club. The driver refuses to take him because the trip is too short. Explain the mutual rights and obligation of the parties.
- (d) Which part of a contract speaks about a benefit and a detriment to the promisor and promisee respectively ? Do you agree that in absence, there can too be a contract ? Give an example.
- (e) A sold his grocery shop to B for a sum of Rs.50,000 on a condition that A would not open another grocery shop anywhere in the same city. But A opened another shop right in front of B within 2 months. B seeks your advice to shut down A's grocery shop. What legal action can be taken here ?
- (f) Explain the two fundamental principles of law in respect of quasi contract.
- (g) 'Nemo dat qui non habet' principle is applied in all sale transactions. Why ? Explain one situation where it is not applicable.
- (h) What is corporate personality ? Which famous case enunciates this term for the first time.
- (i) Diamond Engineers and Ramdhenu Ltd entered into a contract for supply of electrical equipments. The contract contained a clause to resolve disputes if any through arbitration. Ramdhenu Ltd. made a complaint to the Consumer Disputes Redressal Forum for compensation and return on grounds of deficiency in service.
- (j) Define a statutory company. Give names of 3 statutory companies .

Q.2 Decide the following cases : **2x5**

- a) X lends his car to Y for going to attend the AGM of a company, being held at Juhu, a place in Mumbai. The brakes of the car are not in working order. This fact is already known to X, but he did not tell Y about the defect. Y holds a valid driving licence. Y instead of going to attend the AGM at Juhu drives the car to the Gateway of India. The car meets with an accident and Y gets injured. Y wants to hold X liable for the injury caused due to fault in the car. Decide whether Y would succeed.
- b) A agrees to buy from a Jeweller a certain Jewellery to be delivered to B after two months. In the meantime, Government enacts a law on gold control and prohibits dealings in gold unknown to A. When the time for delivery of the jewellery comes, the Jeweller refuses to deliver the same.

- What is the legal recourse available to A ?
- c) Mr. X who was appointed as a Director at the last AGM resigned. The Board filled up the casual vacancy by appointing Mr. Y. But, within a number of days of his becoming Director, Mr. Y died. The Board wishes to fill-up the casual vacancy by appointing Mr. Z in place of Mr. Y in the next Board Meeting. Can they do so ?
 - d) Mr. Shankar is a Contractor and has a proprietary farm at Chilika by the name of "M/s Sankar and Sons". He has two Trawlers of Ashok Leyland make. He purchased a 3rd Trawler for Rs.7.5 lakhs. But this Trawler did not give satisfactory service and started giving trouble on account of manufacturing defects. He filed a complaint before District Forum against M/s Ashok Leyland for the defects in the Trawler. Who will succeed in the case? Justify your answer.
 - e) X goes to a book store and selects five books. He comes to the cashier and pays for the books. The cashier packs the books, puts them in a plastic bag and moves to the bag to X. X then tells the cashier to keep the books with him for some time. X said he would come back in 10 minutes and collect the bag. X goes out and in the meantime, there is a fire in the shop and the packet gets destroyed. X is now demanding that the shop give him the 5 books from its stock as he has already paid for it. Decide if X could initiate legal action against the book store.
- Q.3 Comment on the following with examples : 10
- a) Acceptance must be absolute and unqualified.
 - b) A mere mental acceptance is no acceptance.
 - c) A stranger to a contract cannot maintain a suit.
 - d) It is dangerous to support a minor under an agreement.
- Q.4 Comment on the following : 10
- a) Bailor must compensate the bailee for all expenses.
 - b) Finder of lost goods has no right to file a suit for recovery of expenses from the true owner.
 - c) The tailor does not give your pant and shirt after stitching, because you have not paid his earlier dues to him.
- Q.5 (a) Can the following be regarded as consumers ? 5
- i) A patient in a Government hospital.
 - ii) An unemployed youth engaging himself as taxi driver after buying a Car under Government loan schemes to unemployed people.
- (b) Can the following constitute deficiency in services : 5
- i) Delay of 1 year of settlement of a life insurance claim.
 - ii) Delay of 6 months in settlement of a fire insurance claim
- Q.6 Explain with case laws under which the corporate veil can be lifted. 10
- Q.7 What is a Memorandum of Association? Explain the contents of 'Memorandum Association' of a Company. 10
- Q.8 Short notes on any two : 10
- (a) Current Account Vs Capital Account transaction.
 - (b) Appointment of first Directors
 - (c) Quantum meruit.

Registration No. :

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Total number of printed pages – 3

MBA
MGT 301

Third Semester Regular Examination – 2014

BUSINESS AND CORPORATE LAW

BRANCH : MBAR

QUESTION CODE : H 415

Full Marks – 70

Time : 3 Hours

Answer Question No. 1 which is compulsory and any **five** from the rest.

The figures in the right-hand margin indicate marks.

1. Answer the following questions :

2 × 10

(a) State with reasons if any contract is made in the following cases :

(i) You have invited your friend to lunch.

(ii) When you eat meals at a restaurant ?

(iii) When you board a public bus ?

(iv) When you put a coin in the slot of weighing machine ?

(b) Is a minor liable for necessities provided to him by a philanthropist ?

(c) What is a time barred debt ? If a promise is received for clearance of debt on such an instrument, can it be enforced under any condition ?

(d) Distinguish between a unilateral mistake and bilateral mistake with examples.

(e) Bhubaneswar Consumer Association has filed a complaint with the State Commission on behalf of Biswa Bhusan in regard to deficiency in service provided by XYZ Bank. The complaint has been opposed on the ground that the Bhubaneswar Consumer Association had no *locus standi* as Biswa Bhusan is not a member of the Consumer Association. Would the complaint succeed ?

(f) Explain the concepts of *right in rem* and *right in personam* with examples.

P.T.O.

- (g) State four important documents that need to be filled by a newly formed public company with the Registrar of Companies at the time of incorporation.
- (h) Can a person sell goods without being its owner ? If so, write two situations when it would be possible.
- (i) Collateral transaction to an illegal agreement also becomes illegal. How ? Explain with example.
- (j) What happens when there is destruction of the subject matter of bailment ?
2. (a) M/s Girdhalal Purshottamdas and Co., based in Bhubaneswar, had made an offer from Bhubaneswar, by a long distance telephone call, to Kedia Ginning Factory and Oil Mills of Baroda, to purchase cotton seed cake. Kedia Ginning Factory, on the phone itself, had accepted the offer. Later, a dispute arose over the performance of the contract. The case could be filed only in the court of the area where the contract had been made. The question was whether the contract had been made in Bhubaneswar or Baroda. Explain : 2.5
- (i) What could be the other occasions where the place and moment of making of a contract could be of importance ?
- (ii) When is the communication of an offer completed ?
- (iii) When is the communication of an acceptance completed ?
- (b) Asim visited an e-shop and liked a shirt listed with a picture and described as a 'sky blue, pure cotton shirt'. He put the shirt in his shopping cart and paid for it through his credit card. The shirt was delivered to him a week later. After opening the package, he noted that there was no declaration about the quality of the cloth, as usual, under the collar. Somewhere inside the shirt, there was a small label, which read 'cotton 70% polyester 30%'. He was unhappy and demanded that the shirt be taken back by the seller. The seller claimed that Asim was being too fussy. According to the seller, these shirts were very popular and better than pure cotton shirts. Decide if Asim could get refund if he proceeds to institute a legal action against the seller. 2.5
- (c) A person who deals with a company is entitled to assume that a company can do everything which it is expressly authorized to do by its MOA, and need not investigate the equities between the company and its shareholders." What are the consequences that are likely to arise once a company does an act which is ultra vires these provisions ? 2.5

- (d) Whether a private Company having paid-up share capital Rs. 45 Lakhs and turnover of Rs. 20 Crores as per last audited balance sheet will be treated as small company or not ? State the relevant provisions. 2.5
3. (a) Distinguish between right of lien and right of stoppage in transit. 5
 (b) Risk passes with ownership. Do you agree? Give the rules regarding this examples. 5
4. (a) Consumer Protection Act (COPRA) 1986 deals with defective goods inter alia but it does not define what is goods. Name the Act that provides the definition of goods relevant to COPRA 1986 and explain its application with two suitable examples. 5
 (b) The three tier machinery of consumer settlement disputes under COPRA 1986 confers right of appeal. Explain the appeal provisions against the order passed by these three tier machineries under Section 27 of the Act. 5
5. (a) Discuss the principle that emanates from the leading case Saloman Vs Saloman & Co. 5
 (b) Doctrine of constructive notice is opposite to doctrine of indoor management. Explain. 5
6. A contract can come to an end in various ways. Is it true ? Explain at least four such ways it can be terminated. 10
7. The Ministry of Corporate Affairs has notified Section 135 and Schedule VII of the Companies Act 2013 as well as the provisions of the Companies (Corporate Social Responsibility Policy) Rules, 2014 in respect of CSR. Comments on the important CSR provisions contained in Companies Act 2013. 10
8. Write short notes on any two of the following : 5×2
 (a) Caveat emptor
 (b) Privity of Contract
 (c) Capital Account Transaction
 (d) Quasi contract.

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Registration No. :

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Total number of printed pages – 3

MBA
MBA 303

Third Semester Examination – 2013

BUSINESS AND CORPORATE LAW

QUESTION CODE : C-519

Full Marks – 70

Time : 3 Hours

*Answer Question No. 1 & 2 which are compulsory and any **four** from the rest.*

The figures in the right-hand margin indicate marks.

1. Answer briefly the following questions : 2×10
- (a) Explain "Doctrine of Privity of contract" with an example.
 - (b) What is right in-rem and right in personem ?
 - (c) Between Unilateral and Bilateral mistake which one is detriment to the party in mistake ?
 - (d) What is implied condition ? List at least two of them with examples.
 - (e) Why minor's agreement is void ab-initio ?
 - (f) When agency of necessity arises ? Discuss with decided case studies.
 - (g) X' supplied rice and wheat worth Rs. 20,000. Y supplied a mobile phone and a laptop WORTH Rs. 50,000 and Z lent Rs. 50,000 for the purchase of necessities to wife of "M" a minor. M had assets of worth Rs. 1,00,000. Can X, Y and Z recover anything from M ?
 - (h) It is not necessary for every contract formal agreement between parties is required. Even without agreement mutual rights and obligations created. Name the principle and cite the examples for such contract.
 - (i) What do you mean by principle of Caveat emptor ? Explain the exception to this principle.

P.T.O.

(j) State whether below mentioned are consumers or not ?

- Passengers travelling by train.
- Purchases of equipments using it by himself in practice of his profession.
- Parents of an infant patient.
- Persons buying goods for resale for profit making activity.

2. (a) X agreed to let out his house to Y, for a monthly rent of Rs. 4050/- . But in the written agreement, the figure of rent was put as Rs. 5040/-. Discuss the legality of contract.

(b) An elder brother 'B' on account of love and affection, promised to pay the old debts of his younger brother 'A'. The agreement was put n writing and was registered, but later on elder brother changed his mind and did not pay the debt. The brother 'A' paid the debt out of his property then sued the former for recovery of money. Discuss the legal consequences.

(c) Ram offers to purchase a bar of gold from Hari at Bhubaneswar. Hari accepts the offer by letter. But latter on the letter is lost on transit. Hari sends the gold bar to Ram by value payable post. Is Ram bound to accept the parcel ? Give reasons.

(d) In a private Ltd. Company, it is discovered that there are in 54 members. On an enquiry it was found that out of 6 of such members have been employees of the company of the recent past, and they acquired their shares while they are still employee of the company. Is it necessary to convert the company in to a Public Ltd. Company ?

(e) 'X' took a loan of Rs. 1,00,000/- from 'Y' on 1st, Jan, 2009 and paid nothing on account of principal and interest. On 2nd Feb. 2013, 'Z' gave guarantee to 'y' for the payment of the said amount which is due from 'X'. Discuss the legality of the case.

2×5

3. Write short notes on any **two** of the following : 5×2
- (a) Authorized person under FEMA
 - (b) Agreements opposed to public policy
 - (c) Anti-Competitive agreements
4. Who is an un-paid seller ? State and explain with examples the rights of an un-paid seller against 10
- (a) the goods,
 - (b) The buyers personally
5. What are the different types of meetings generally held by the Company for the directors and shareholders ? Discuss the provisions in details. 10
6. Who is a consumer under the Consumer Protection Act, 1986 ? How can a consumer file a complaint in a consumer forum ? Discuss with examples. 10
7. "You cannot enrich yourself at the cost of others" is a maxim based on a principle. Discuss the contract based on this principle. State the circumstances with suitable examples. 10
8. How do you form a Company ? Discuss the legal formalities involved in its formation. 5+5

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Total number of printed pages – 3

MBA
MBA 303

Third Semester Examination – 2012-13

BUSINESS AND CORPORATE LAW

Full Marks – 70

Time : 3 Hours

Answer Question No. 1 & 2 which are compulsory and any **four** from the rest.

The figures in the right-hand margin indicate marks.

1. Answer the following questions : 2×10
- (a) Can an agreement to agree in the future constitute a valid and enforceable contract ? Justify.
 - (b) Even without a formal agreement between parties, there can arise mutual rights and obligations. What is this principle called ? Give an example of such a case.
 - (c) In a private limited company, a husband and his wife are the only shareholders. Both of them died in a road accident. Is the company dead now ? Justify your answer.
 - (d) You purchased a packet of biscuits at Rs 200/-. On opening, you found foul odour coming out of the biscuits. You want to return the opened biscuit packet to the shop keeper and claim back money. Is he liable to pay you ? Justify citing the principle.
 - (e) For a special resolution in a company's general body meeting, 10 voted in favour, 3 against it and 5 abstained. The chairman declared the resolution as passed. Is it correct ?
 - (f) When can a finder of lost goods sell the goods in his possession ?

P.T.O.

- (g) What do you understand by the principles of 'Caveat emptor' ? Explain the exceptions.
- (h) Are the passengers travelling by train consumers ? Give reasons.
- (i) Does the private company need to hold an annual general meeting ? If yes when ?
- (j) What do you mean by the doctrine of indoor management ?

2. Case study :

5+5

- (a) Ram had made a written promise to Rahim, his first friend right from his childhood, to the effect that he will pay his (Rahim's) debts, not for any considerations, whatsoever, but by virtue of his natural love and affection for him, arising out of their long and first friendship for years.

Further, Ram had got this agreement document even duly registered, as required by law. Latter, some differences developed between them so much so that Ram refused to keep his aforementioned promise. Thereafter, Rahim filed a suit against Ram for the performance of the contract, claiming that the agreement entered into between him and Ram were covered under the exception to the rule, viz. ' No consideration, No Agreement' , as stipulated under section 25(1) of the contract act.

What are the chances of Rahim wining the case ? Give reasons*for your answer.

- (b) The MOA and AOA of a company were delivered to the registrar of the companies for registration on 6th January, 2013. On January 08, the registrar issued the certificate of incorporation but dated it January 06. On that very day (January 06) the company made allotment of its shares to the shareholders. The allotment was challenged on the ground that it was made before the actual issue of the certificate of incorporation. How would you decide and why ?

3. 'Acceptance is to an offer what a lighted match is to a train of gun powder' .

Discuss.

10

4. "No one can give what he has not". In what context this statement holds good ?
Are there any exceptions to this ? Explain. 10
5. (a) A generator was sold as a 'new Kirloskar generator'. It was later found by the buyer that it was not a new generator but an already used one. What legal remedies does the buyer have against the seller in the instant case ?
Give reasons for your answer. 5
- (b) Durga has sold some goods to Iswar. But she finds that Iswar is not willing to pay the price for the goods purchased by him. Under such circumstances, is Durga required to deliver the goods sold by her to Iswar ? Give reasons for your answer. 5
6. In what way consumer protection act can help the consumers in the redressal of their grievance ? Discuss. 10
7. Write short notes on any *two* : 5×2
- (a) Alternate Director vs Additional Director
- (b) Bailee's lien
- (c) Breach of Contract
- (d) Authorized Person under FEMA.
8. What are the essential features of a company ? Why should the court disregard the corporate veil ? Discuss with decided cases. 10

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Total number of printed pages – 3

MBA
MBA 303

Third Semester Examination – 2011

BUSINESS LAW

Full Marks – 70

Time : 3 Hours

Answer Question No. 1 & 2 which are compulsory and any **four** from the rest.

The figures in the right-hand margin indicate marks.

1. Answer the following questions : 2×10
 - (a) How is a contract different from an agreement ?
 - (b) What happens to the agreement signed with a minor ? Explain with a famous case law.
 - (c) What do you mean by intention to create legal relationship ? Explain it through a decided case law.
 - (d) What are the different types of mistakes ? Give an example of unilateral mistake and a bilateral mistake.
 - (e) What constitutes a sale as laid under the Sale of Goods Act ? What would happen to the contract of sales if the conditions and warranties are broken ?
 - (f) An aggrieved party in a contract can file a suit for damage and sometimes for specific performance of contract. Narrate the circumstances when a court shall refuse to agree for specific performance.
 - (g) What is a statutory corporation ? Give at least two examples of statutory corporation.

P.T.O.

- (h) What do you mean by corporate personality ? Explain the importance of the concept with the help of one decided case law.
- (i) When can a director is appointed by the Board of Directors ? What are these directors called ?
- (j) Who can make a complaint under the Consumer Protection Act ?

2. Answer all the following cases :

10

- (a) P applied for the Principalship of a local college and the Governing Body passed a resolution appointing him. The appointment was not formally communicated to him but one of the members of the Governing Body privately told him of his selection after the meeting. The resolution was subsequently rescinded. P claimed the post of Principal. Will he succeed ? Justify your answer.
- (b) A, a minor lends Rs. 10000 against a promissory note executed in his favour. Is the borrower liable to repay the money ?
- (c) A consumer wants to know in what way the palm oil imported by the diary board is used. The diary Board does not want to pass on any information on this. Can the consumer draw an action to elicit information from the Diary Board ?
- (d) A sells to B 100 bags of wheat which are locked up in a godown. A hands over to B the key of the godown. The goods are destroyed by fire the same night. Shall B still pay for the goods ?
- (e) A husband and a wife who were the only two members of a private limited company were shot dead by dacoits. Does the company die with their death ? Justify your answer and state the future of the company.

3. (a) A dealer notifies to the public that, allottees of new gas connections must buy a gas stove alongwith the gas connection. Does it amount to anyunfair tradepractice ? If a person does not agree to this, what recourse can he take ?

5

(b) What are current account transactions and capital account transactions under FEMA ?

5

4. What is a bailment ? Discuss the duties and responsibilities of a bailee. 10
5. Who is a consumer ? Explain his rights against deficiency of service or defects in goods. In this context, where should he make a complaint for redressal ? 10
6. Define a contract of sale. Discuss the implied conditions in a contract of sale. 10
7. Define a company. What are the essential features of a company ? Your answer should also mention some important case laws. 10
8. Write short notes on any **two** of the following : 5×2
 - (a) Doctrine of caveat emptor
 - (b) Meetings of shareholders
 - (c) Creation of Agency
 - (d) Anti competitive Agreements.

Third Trimester Examination – 2010

BUSINESS LAW

Full Marks – 70

Time : 3 Hours

*Answer Question No. 1 which is compulsory
and any **five** from the rest.*

*The figures in the right-hand margin
indicate marks.*

1. Answer the following questions : 2×10

(a) What is the difference between Executed Contract and Executory Contract ?

(b) A asks B to beat C and promises to indemnify B against the consequences. B beats C and is fined Rs.1,000. Can B claim Rs. 1,000 from A ?

P.T.O.

- (c) What do you mean by "Agency Estoppels" ?
- (d) What do you understand by the principle of "Caveat Emptor" ?
- (e) A purchases a television from B on B's plea that though it's old, it is in an excellent condition. A finds later on that the television set does not work at all. Can he reject the set and recover his money ?
- (f) Under what circumstances can a finder of goods sell the lost goods ?
- (g) Define "Deficiency" as per the Consumer Protection Act, 1986.
- (h) Akash, a reputed manufacturer of consumer goods advertized a scheme called "Hidden Treasure Prize Offer" where prize coupons were placed inside some of the bottles of

the product, by which purchasers of the bottles wherein coupons are placed, would get prizes. Does this amount to an unfair trade practice ?

- (i) What are the objectives of Competition Act ?
 - (j) All the seven signatures of a Memorandum of Association (MOA) were forged by a person and a certificate of incorporation was duly obtained. Is the certificate of incorporation valid ?
2. "All agreements are contracts if they are made by free consents of the parties, competent to contract, for a lawful consideration and with a lawful object and are not hereby expressly declared to be void". Discuss the various elements of a valid contract inherent in this

sentence. Illustrate your points with some illustrative examples in each case. 10

3. (a) Under an agreement, a manufacturing company, M, was to supply 5000 shirts to Dew Ltd at the rate of Rs.120/- per shirt on April 15. Due to an increase in the cost of the raw-materials, M realized that it would not be able to supply the shirts at the stipulated price. M informed Dew Ltd on March 15 that it would not be supplying the shirts at the mentioned price. What are the options available to Dew Ltd. 5

- (b) X contracts to sell and deliver to Y, 100 pieces of pen-drives on Thursday, for Rs.1000/- a piece. On Monday, X told Y that he would not be able to deliver the pen-drives. The pen-drives were available

on Monday for Rs. 1050/- a piece and on Thursday for Rs. 950/- a piece. Decide the compensation for Y. 5

4. Discuss the various Rights of an unpaid seller in the following cases : 5+5

(a) Against the Goods sold.

(b) Against the Buyer (in person).

5. Discuss the provisions relating to discharge of a contract. 10

6. Which are the Consumer Dispute Redressal Agencies and what are their powers ? Explain. 10

7. State the provisions regarding appointment of Directors in a company. 10

8. Ajay wants to set up a company to run a consulting business. In this context, explore the following different situations : 2×5

- (a) Can he form a company alone ? How many more people would be need to form a private company ?
- (b) What is the minimum amount of money the founding members would need to raise to form a private company ?
- (c) The entire batch of 2009 of his college, in total 57 students volunteered to join Ajay. Ajay was overwhelmed with this gesture. He did not want to say 'no' to anyone. What kind of company would Ajay have to form ?
- (d) Ajay was finally joined by all his 57 batch-mates to form a private company can he

do so? All wanted to make the minimum possible contribution. What is the minimum total which would be needed to form the company?

- (e) Ajay did not want to register it as a company and rather decide to carry on business. What would be the consequence?