



Dec - 18

Total No. of Questions :5]

SEAT No. :

P2180

[5465]-1003

[Total No. of Pages : 2

M.B.A

103: LEGAL ASPECTS OF BUSINESS

(2016 Pattern) (Semester-I) (Theory)

Time : 2½ Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) All questions carry equal marks.
- 3) Justify Your answer by quoting suitable examples.

Q1) a) 'A' a minor, borrows Rs. 50,000 & executes a promisory note for the amount in favour of 'B'. After attaining majority, 'A' executes another promisory note in settlement of the first promisory note. Will 'B' succeed in recovering money from 'A'? Give reasons in support of your answer.

OR

b) Define offer. Explain essentials of valid offer. Explain any two types of offer.

Q2) a) 'A' at the time of selling his car to 'B' tells him that it is capable of making a speed of 150 kms per hour. Subsequently, if it turns out after 'B' has purchased the car that it can keep up hardly 100 kms per hour, the breach of the representation by the seller amounts to what kind of breach of contract of sale?

But where 'B' tells 'A' that A wants to buy a car which is capable of making a speed of 150 kms per hour, but if it is subsequently found that the car does not make a speed of 150 kms per hour. Can B repudiate the contract of sale? Explain in detail.

OR

b) Define 'Goods' according to sale of Goods Act. 1930. Explain the essentials of contract of sale.

P.T.O.

Q3) a) 'A' draws a bill an 'B' payable to 'C'. The bill is duly accepted by B and returned to 'A'. 'D' obtains the bill through fraud and endorses the same to 'E', who obtains the same in good faith for value. 'E' subsequently endorses the bill to 'F' by way of gift. Discuss the right of 'F'. Mention your answer in detail.

OR

b) State the meaning of promissory Note and Bills of exchange & distinguish between them with examples.

Q4) a) What is Memorandum of Association? Explain any two clauses of Memorandum of Association.

OR

b) Write short note on below:-

- i) Prospectus of a company
- ii) Share capital & its different types.

Q5) Write short notes on (Any two)

- a) Procedure of patent
- b) Consumer
- c) Jurisdiction & composition of District Forum
- d) Digital signature
- e) Design

Total No. of Questions :5]

P1423

April 18

SEAT No. :

[Total No. of Pages :2

BRARY

Pune - 52 *

[5365] - 1003

M.B.A.

103 : LEGAL ASPECTS OF BUSINESS
(2016 Pattern) (Semester - I)

Time : 2¼ Hours]

[Max. Marks :50

Instructions to the candidates:

- 1) All questions carry equal marks.
- 2) All questions are compulsory.
- 3) Justify your answer by quoting suitable examples.

Q1) a) 'X' sells a horse to 'Y' for Rs. 1, 500/- but unknown to both the parties at the time of the transaction, the horse was dead. Discuss the rights & liabilities of 'X' & 'Y'.

Would it makes any difference to your answer if the horse was seriously ill at the time of the transaction and dies within a few hours after the transaction?

OR

b) What is breach of contract? Describe the remedies of breach of contract.

Q2) a) There is a contract between A & B for the supply of 100 articles to be packed in 20 containers each containing 5 pieces. The seller sends 56 containers each containing 4 pieces. What are the rights of the buyer in this case? Explain in detail.

OR

b) Who is Unpaid seller? Explain the rights of unpaid seller.

P.T.O.

- Q3) a)** 'A' drew a bill on 'B' for Rs. 5,000/- and endorsed it in favour of 'C'. The bill was duly accepted by 'B' but it was dishonored on due date for non-payment. 'C' failed to give notice of dishonour to 'A'. Is 'A' discharged from liability? If yes, who will be liable against 'C'?

OR

- b) What is Crossing of a cheque? Explain various types of crossing?

- Q4) a)** Define Company according to the Companies Act, 1956. Explain types of Companies.

OR

- b) What is the concept of 'share capital'? Explain the types of share capital.

- Q5) Write short notes (Any Two)**

- a) Digital signature
- b) Electronic governance.
- c) Patent
- d) Rights of Consumers
- e) Design.



Total No. of Questions : 5]

P3856

[5265]-1003

M.B.A.

**(103) : LEGAL ASPECTS OF BUSINESS
(2016 - Pattern) (Semester-I)**

SEAT No. :

Total No. of Pages : 2

Dec 17

Time : 2¼ Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) *All Questions are compulsory.*
- 2) *All Questions carry equal marks.*
- 3) *Justify your answer by quoting suitable examples.*

Q1) a) On 14th May, 2016, P entered into a contract to purchase a motor vehicle from D, an auto dealer, and paid Rs. 10,000/- as down payment. P informed D that he intended to use the vehicle for comping during the summer. The vehicle was supposed to be delivered during June, but no delivery was made through August, P seeks to cancel the contract and to obtain a refund of the Rs.10,000/- will he succeed? Explain in detail.

OR

b) Explain different modes of discharging a contract in detail.

Q2) a) A agreed to sell to B 20 kg. of rice describe as 'Dehradun Basmati' as per the sample shown. Although the rice supplied was in accordance with the sample but the sample itself was of 'Punjab sela' an inferior quality. The buyer refuses to make payment. What remedies are available to the seller ?

OR

b) Define and distinguish between 'Condition' and 'Warranty'.

Q3) a) Define dishonour of Negotiable Instrument? Explain in detail dishonour by Non acceptance and non payment.

OR

b) State the Meaning of Promissary Note & Bill of exchange & distinguish between them.

P.T.O.

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Dec 17

Q4) a) Define Company. Explain in detail different characteristics of Company.

OR

b) Define share Capital. Explain the different types of shares which can be issued by a public limited company.

Q5) Write short note (any two).

- a) Rights of Consumers
- b) Digital Signature
- c) Trademark
- d) Patent
- e) Unfair Trade Practice



Total No. of Questions : 5]

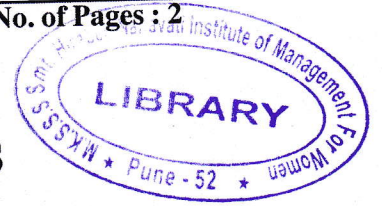
SEAT No. :

P2203

[Total No. of Pages : 2]

[5165] - 1003

M.B.A. (External) (Semester - I)
103 - LEGAL ASPECTS OF BUSINESS
(2016 Pattern)



Time : 2.15 Hours]

[Max. Marks : 50]

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) Figures to the right of each question indicate the marks.

- Q1) a) What is "contract of indemnity". What are the rights of indemnity holder? [7]
- b) 'B' contracts to build a ship for 'C' for a given sum, to be paid by installments as the work reaches certain stage. 'A' becomes surety to 'C' for B's due performance of the contract. 'C' without the knowledge of A, prepays to B the last two installments. [3]
- Question: Comment of the position of 'A'.

OR

- a) What is meant by 'free consent'? Illustrate your answer. [7]
- b) 'X' a minor borrows Rs.5,000/- from Y and agreed to repay back the same within a week. [3]
- Question: State whether there is any valid contract or not. Justify your answer with proper provision.

- Q2) a) Define a contract of sale. What are its essentials? [7]
- b) 'P' sold his business to 'Q' disclosing this to his customers. 'M' an old customer sent an order for goods to 'P' by name. 'Q', the new owner executed the order. Is 'M' bound to accept the goods? Justify your answer. [3]

OR

- a) Define the term 'goods'. Explain the three types of goods. [7]
- b) 'X' offered to sell his car for Rs.1,00,000/- to 'Y'. 'Y' replies "I will pay Rs.90,000/- for it. 'X' refuses to sell his car at that price. 'Y' then attempts the original offer but 'X' refuses to sell his car. Discuss the legal positions of X & Y. [3]

P.T.O.

May 17

Q3) a) Define a cheque. What is the difference between general crossing and special crossing. [7]

b) 'A' generate a promissory note saying - "I promise to pay 'B' Rs.500 and all other sums which shall be due to him".

Question : Is that a valid promissory note or not. Justify your answer.[3]

OR

a) What is meant by 'noting' and 'protest' under the negotiable Instrument act? Explain in detail. [7]

b) A, a holder of a bill for Rs.1,000/- endorses it as pay Rs.500 to B or order and pay Rs. 500 to C or order.

Question: Is that a valid endorsement or not. Justify your answer. [3]

Q4) a) Define company. Distinguish between private company and public company. [10]

OR

b) Define company. Distinguish between a company and a partnership.[10]

Q5) Write short notes on Any two: [10]

- a) Trademark
- b) Digital signature
- c) Rights of a consumer
- d) Consumer dispute
- e) Copy right.



Total No. of Questions : 5]

P3871

SEAT No.

[Total No. of Pages : 2

[5070]-5003

I Year M.B.A. (Semester - I)

\ 03 - LEGAL ASPECTS OF BUSINESS
(2016 Pattern)

Dec-2016

Time : 2 ¼ Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) Figures to the right of each question indicates marks.

- Q1) a) Define contract. What are the essential elements of a valid contract. [7]
- b) A, a minor, borrows Rs. 5000/- & executes a promisory note for the amount in favour of B. After attaining majority, 'A' executes another promisory note in settlement of the first promisory note. Will 'B' succeed in recovering money from 'A' Give reasons. [3]

OR

- a) What is meaning of Discharge of contract. What are the various ways in which a contract may be discharged. [7]
- b) 'A' in Delhi rings up to 'B' of Bombay offering to sell a machine for Rs. 1,00,000/-. B says that he accepts the offer but at the precise moment due to some mechanical defect in A's telephone, A does not hear B's acceptance. Is there binding contract between A & B. [3]
- Q2) a) Who is an 'unpaid seller'? Explain the rules for exercising the right of lien by an unpaid seller. [7]
- b) 'P' agrees to sell to 'Q' goods worth Rs. 5,000/- which will be produced in his farm next year. What kinds of goods are these? [3]

OR

- a) Define 'conditions'. Elaborate implied conditions in contract of sale. [7]

P.T.O.

- b) State with reasons whether the following contracts of sale amount to 'sale' or an 'agreement to sell'. [3]
- i) X entered into a contract for the sale of some goods in a particular ship to be delivered on the arrival of the ship.
 - ii) 'X' purchases books at book stall for Rs. 10,000/- & pays cash & gets the delivery of books.

- Q3)** a) Define holder. Explain the rights of holder in due course. [7]
- b) 'A' sells a radio to 'M', a minor, who pays for it by cheque. 'A' indorses the cheque to 'B' who takes it in good faith & for more value. The cheque is dishonoured on presentation. Can 'B' enforce payment of the cheque against 'A' or M? [3]

OR

- a) Define promissory note. Explain the essential features of promissory note (specimen is required). [7]
- b) 'A' is the payee of a bearer instrument 'A' misplaces the instrument in his office. It is picked by 'B' - 'B' delivers it to 'C' who takes it in good faith & for valuable consideration. Is 'C' a holder in due course? [3]

Q4) Define company. Differentiate between a company & a partnership firm. [10]

OR

Define company. Differentiate between private company & public company.

Q5) Write short notes (any 2) : [10]

- a) Trade mark
- b) Digital signature
- c) Who is consumer & who is not consumer (with examples)
- d) Patent
- e) Unfair Trade Practices

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