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6/12/18 (morning)

(c) Consumer .of goods under Consumer Protection
Act (5×2=10)

6/12/18 (M)

[This question paper contains 6 printed pages.]

Your Roll No.....

Sr. No. of Question Paper : 1930

Unique Paper Code : 61011504

Name of the Paper : Legal Aspects of Business

Name of the Course : **Bachelor of Management
Studies (BMS), 2018 (CBCS)**

Semester : V

Duration : 3 Hours

Maximum Marks : 75

Instructions for Candidates

1. Write your Roll No. on the top immediately on receipt of this question paper.
2. Attempt **all** questions and marks for each section are mentioned along with it.
3. Quote the relevant cases and sections wherever applicable.

PART A

Discuss the validity of the following statements with reasons.

1. A voidable contract can become a valid contract.

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2. An acceptance conveyed in writing is only a valid acceptance.
3. An offeror is not bound by acceptance if it is misplaced during transition.
4. The shareholders are the owners of the property of the company.
5. The death of surety will bring an end to the contract of guarantee.
6. A body corporate cannot become a partner in Limited Liability Partnership.
7. An individual can collect cash by presenting a cheque with "Account Payee Crossing"
8. A person who is a beneficiary of service though, not a hirer himself is not a consumer under Consumer Protection Act.
9. A contract of sale of goods comes into existence only on the payment of price.
10. An application under RTI can be disposed of at any time according to the convenience of Public Authority.
(2×10=20)

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PART C

Answer any **three** Questions from the following :

1. "An agreement in restraint of trade is void" Examine this statement. What are the exceptions recognised by law and judicial interpretations?
2. Explain the nature of liability of surety. Under what circumstances surety is discharged from the liability?
3. Discuss briefly the essentials of contract of sale of goods.
4. Discuss briefly the laws relating to the holding of Annual General Meeting and Extra Ordinary General Meeting as per The Companies Act 2013.
(9×3=27)

PART D

Write a short note on any **TWO** of the following :

- (a) Features of a Promissory Note
- (b) Incorporation of Limited Liability Partnership

P.T.O.

- (b) The new accessories are fitted to a car by the service station at the request of the customer.
- (c) A promise to print and deliver 500 copies of manuscript when the paper and ink is supplied.
4. Ms. A is the holder of majority of shares in a private company. At the time of winding up of the company she wants to have a preferential right over the fixed assets of the company overruling creditors. Decide whether she can succeed?
5. X, a minor meets with an accident. Mr. Y a passerby took him to the hospital and paid the bill. Later X's father thanked and promised to compensate the amount by sending a cheque. Can Mr. Y sue him to recover the amount when he fails to keep up the promise?
6. Bimla while travelling by train was injured due to the defective bolt of the sleeping berth. The railway authorities refuse to compensate her for the defective service. Advise Bimla about her right as a consumer. (3×6=18)

PART B

Discuss the following situations and support your answer with appropriate sections and cases.

1. Mr. X after completing all the formalities filled an appropriate form of an insurance company and deposited an annual premium of Rs. One Lakh. The cheque given was submitted to the bank for collection. The company sent a Policy Document which was misplaced by the Courier Company. Mr. X died in an accident. Do you think nominee can claim the assured sum?
2. Aarti a model engaged a fashion designer to remodel her garments to participate in a fashion show. Every day after the trial the garments were kept in the cupboard in the custody of the designer. All these garments were destroyed in a fire accident. Do you think fashion designer will be liable to compensate Aarti for the loss?
3. Decide whether there is a contract of sale of goods in the following cases.
 - (a) An old car is exchanged for a new car with difference being paid in cash.