

6435

6

Section D

Attempt any 2.

(2*5 = 10)

1. Explain the objectives and issues addressed by Information Technology Act, 2000.
2. Discuss the various rights of consumers recognized under the Consumer Protection Act.
3. Define a cheque? How does it differ from a bill of exchange?

(800)

[This question paper contains 6 printed pages.]

Your Roll No.....

Sr. No. of Question Paper : 6435

Unique Paper Code : 61011504

Name of the Paper : Legal Aspects of Business

Name of the Course : **Bachelor of Management Studies (BMS), 2022 (LOCF)**

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. Quote the relevant cases and sections wherever applicable.

Section A

Critically analyze the following statements from legal point of view and give reasons. (10×2=20)

P.T.O.

6435

2

1. A consideration may move from the promisee or any other person.
2. When an agreement is made without free consent it is void.
3. A minor consumer cannot be a complainant under Consumer Protection Act.
4. An agreement in restraint of legal proceedings is valid.
5. In a contract of guarantee, the liability of surety is primary.
6. Competency of the parties to a contract is not required for the principal.
7. A crossed cheque with 'not negotiable' words can be encashed at the counter of the bank.
8. A citizen can demand personal information of an employee through RTI from a public authority.

6435

5

Section C

Attempt the questions (any 3) (3* 10 = 30)

1. Define consideration. How far it is necessary for the validity of the contract? Critically discuss the essential elements of a valid consideration.
2. Discuss briefly about how an LLP is incorporated and the effect of registration of LLP.
3. Explain the rules regarding communication of offer, acceptance and revocation.
4. Explain the term "Caveat Emptor". State the exceptions to the rule of Doctrine of Caveat Emptor.
5. Explain briefly the salient features of a company form of organization.

9. A legal heir of a consumer cannot be a complainant under the Consumer Protection Act.
10. The term digital signature means signatures downloaded from the internet.

Section B

Critically analyze the following situations (**any 5**) from legal point of view and give reasons. (5×3 = 15)

1. A and B are the partners of an LLP. B owes Rs. 1 crore to the government department. In order to protect the interest of the partnership business, A pays the government dues of B. Do you think A can claim this amount from B?
2. X owes Rs. 20,000 to Y and the debt has become time-barred by Limitations Act. X acknowledges the loan and promises to pay Rs. 10,000 in writing. Do you think Y can legally enforce the payment?

3. A minor was injured while playing a cricket match. The coach took him to a nearby hospital and the bill was paid by the coach. Do you think the coach can claim the amount from the minor?

4. Ravi hires a car from a car rental agency and agrees to pay Rs. 2,000 as hiring charges. The brake of the car was defective and the car rental agency was not aware of the same. Ravi uses the car and meets with an accident. Do you think Ravi can sue the agency and claim the compensation?

5. X owes Y a debt guaranteed by Z. X pays a part of the amount and Y fails to file a suit to recover the unpaid amount, and X becomes insolvent. Do you think, Z is liable as a surety?

6. X, Y and Z formed a private company and Mr. A extended a loan of Rs. 2,00,000 to the company. X and Y died together in an accident and Mr. A files a suit against Z for recovery of the loan. Do you think he will succeed?