

7539

6

SECTION D

Write a short note on any two of the following:

1. Objective of Information Technology Act
2. Rights of a consumer
3. Incorporation of LLP (2*5 = 10)

(900)

[This question paper contains 6 printed pages.]

Your Roll No.....

Sr. No. of Question Paper : 7539

Unique Paper Code : 61011504

Name of the Paper : Legal Aspects of Business

Name of the Course : **Bachelor of Management Studies (BMS), 2023 (LOCF)**

Semester : V

Duration : 3 Hours

Maximum Marks : 75

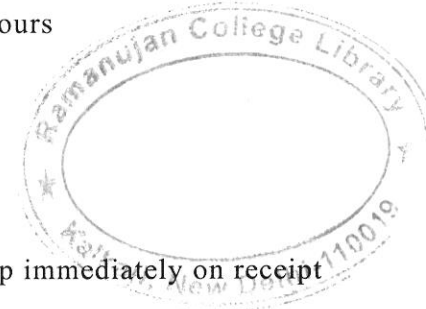
Instructions for Candidates

1. Write your Roll No. on the top immediately on receipt of this question paper.
2. Quote the relevant cases and sections wherever applicable.
3. Parts of a question must be answered together.

SECTION A

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

P.T.O.



8. In a contract of pledge the ownership of the article is transferred to the creditor.
9. The contract terminates with the death of the promiser.
10. The beneficiary of a service other than a person who hires the service for consideration is not a consumer under the Consumer Protection Act 2019.

SECTION B

Critically analyze any 5 of the following situations from legal point of view and give reasons.

(5*3 = 15)

1. An auction sale of a vehicle was conducted and B was the highest bidder. The seller refused to accept the bid and later sold the same vehicle to C for a lower price. Do you think B can sue the seller?
2. A sister by a registered document in writing relinquished her right in the joint family property in favour of her brother. Do you think later she can claim the property back?

3. Mrs. Jayanti while travelling in the train was injured because of the defective bolts of the seat. Mrs. Jayanti's ticket was bought by her son. Advise Mrs. Jayanti about her rights as a consumer of the service.
4. ABC pvt ltd. was authorised by the Memorandum of Association to run tourist resort in the state of Himachal Pradesh. Now they want to provide the taxi service also to their customers. Advise the company.
5. Ramesh deposited his car to the service station and service provider raised a bill of Rs. 30,000/-. When Ramesh went to collect the car after paying the bill of Rs. 30,000/- he refused to hand over the car claiming that Ramesh had failed to clear the earlier dues of Rs. 10,000/- towards the supply of spare parts. Do you think the service provider can refuse the delivery of the car?
6. Decide whether the following items are covered under the Sale of Goods Act 1930 and give reasons:

1. The body corporate can be nominated as designated partner in a LLP.
2. Quasi Contracts are not valid contracts as there is no agreement expressed or implied.
3. The adequacy of the consideration is decided by the court.
4. A person by filing RTI can seek family related information of an employee from the public authority.
5. The contract of sale of goods will become invalid, if the price quoted is below the price mentioned on the packed goods.
6. A crossed cheque with A/C payee words is also freely transferable.
7. A holding company which contributed to 50% of share capital can be nominated as a director of the company.

- (1) Water
- (2) Shares of a company
- (3) Trademark

SECTION C

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

1. Explain the role of Memorandum of Association and Articles of Association in the management of the affairs of the company?
2. Discuss briefly the law relating to the communication of offer and acceptance and revocation with example as per the Indian Contract Act 1872.
3. The law implies into every contract of Sale of Goods a number of "conditions"? Explain briefly the conditions implied by law.
4. What is 'contract of agency'? What are its important characteristics? How an agency is created?