

Total No. of Questions: 6

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Enrollment No.....



Faculty of Management Studies
End Sem (Even) Examination May-2019
MS5CO12 Legal Aspects of Business

Programme: MBA

Branch/Specialisation: Management

Duration: 3 Hrs.

Maximum Marks: 60

Note: All questions are compulsory. Internal choices, if any, are indicated. Answers of Q.1 (MCQs) should be written in full instead of only a, b, c or d.

- Q.1 i. From the following which agreement is a contract? 1
 (a) Domestic & Family Agreement
 (b) Social Agreement
 (c) Agreement for writing a book
 (d) Political Agreement
- ii. Misrepresentation may be caused by 1
 (a) By positive assertion
 (b) By breach of duty
 (c) By innocently causing another party to make a mistake
 (d) All of these
- iii. Essentials of Valid Contract of Sale 1
 (a) Transfer of Property (b) Absolute or Conditional
 (c) Price (d) All of these
- iv. Goods doesn't include 1
 (a) Currency Notes
 (b) Metal & Stone
 (c) Vegetables
 (d) Old Coins Ceased to be legal order
- v. From the following who is not a Holder in Due Course? 1
 (a) Holder of a negotiable instrument
 (b) Obtained the instrument in Good Faith
 (c) Obtained the instrument by way of Gift
 (d) Become a holder before Maturity

P.T.O.

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vi.	On dishonour of a cheque liable person will be punished by (a) Imprisonment up to two years (b) Fine of twice the amount of cheque (c) Both (a) and (b) (d) None of these	1
vii.	The state commission has jurisdiction to hear complaints where the claim amount is (a) Up to 1 Lakh (b) Up to 20 Lakh (c) Up to 20 Lakh to 1 Crore (d) Above 1 Crore	1
viii.	Who are entitled to file Complaint (a) Consumer (b) Recognised Consumer Association (c) Central Government (d) All of these	1
ix.	Electronic Filing & Digital Signature has been mandatory for companies from (a) 15 August 2001 (b) 20 March 2004 (c) 10 April 2005 (d) 16 September 2006	1
x.	Information Technology Act gives boost to (a) E-commerce (b) E- transactions (c) E-governance (d) All of these	1
Q.2	i. What is the meaning of 'Void Agreement'? ii. Explain the term 'Undue Influence' under free consent with a suitable example. iii. Explain any five legal provisions relating to a valid proposal.	2 3 5
OR	iv. Explain any five essentials of a valid contract.	5
Q.3	i. What is the meaning of Contract of Sale? ii. Write any eight essentials of Contract of Sale.	2 8
OR	iii. Explain the rights of an Unpaid Seller against the goods.	8
Q.4	i. What do you mean by 'Promissory Note'? Give Specimen. ii. Explain the procedure to be followed in case of dishonour of cheque.	3 7

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OR	iii.	Differentiate between the 'Holder' and 'Holder in due course'.	7
Q.5	i.	Describe the meaning of 'Complaint' under Consumer Protection Act 1986.	4
	ii.	Explain any six rights of Consumers.	6
OR	iii.	What is District Forum? What are the powers of District Forum?	6
Q.6		Attempt any two:	
	i.	What are the main provisions of Information Technology Act 2000? Describe any two objectives behind this act.	5
	ii.	Describe about any four conditions in which a person is liable to pay damages by way of penalty under Information Technology Act 2000.	5
	iii.	What do you mean by authentication of Electronic Records?	5

Marking Scheme
MS5CO12 Legal Aspects of Business

Q.1	i.	From the following which agreement is a contract?		1
		(c) Agreement for writing a book		
	ii.	Misrepresentation may be caused by		1
		(d) All of these		
	iii.	Essentials of Valid Contract of Sale		1
		(d) All of these		
	iv.	Goods doesn't include		1
		(a) Currency Notes		
	v.	From the following who is not a Holder in Due Course?		1
		(c) Obtained the instrument by way of Gift		
	vi.	On dishonour of a cheque liable person will be punished by		1
		(c) Both (a) and (b)		
	vii.	The state commission has jurisdiction to hear complaints where the claim amount is		1
		(c) Up to 20 Lakh to 1 Crore		
	viii.	Who are entitled to file Complaint		1
		(d) All of these		
	ix.	Electronic Filing & Digital Signature has been mandatory for companies from		1
		(d) 16 September 2006		
	x.	Information Technology Act gives boost to		1
		(d) All of these		
Q.2	i.	Meaning of 'Void Agreement'		2
	ii.	Meaning of Undue Influence	2 marks	3
		Example	1 mark	
	iii.	Any five legal provisions relating to a valid proposal		5
OR			1 mark for each	(1 mark * 5)
	iv.	Any five essentials of a valid contract		5
			1 mark for each	(1 mark * 5)
Q.3	i.	Meaning of Contract of Sale		2
	ii.	Any eight essentials of Contract of Sale.		8
			1 mark for each	(1 mark * 8)

OR	iii.	Rights of an Unpaid Seller against the goods.		8
		Proportionate marking		
Q.4	i.	Promissory Note	1 mark	3
		Specimen.	2 marks	
OR	ii.	Procedure to be followed in case of dishonour of cheque.		7
		Seven condition for dishonouring	(1 mark * 7)	
	iii.	Differentiate between the 'Holder' and 'Holder in due course'		7
		Any seven points 1 mark for each	(1 mark * 7)	
Q.5	i.	Meaning of 'Complaint' under Consumer Protection Act 1986.		4
	ii.	Any six rights of Consumers		6
OR			1 mark for each	(1 mark * 6)
	iii.	Meaning of District Forum	2 marks	6
		Powers of District Forum	4 marks	
Q.6		Attempt any two:		
	i.	Provisions of Information Technology Act 2000	2 marks	5
		Any two objectives behind this act.		
		1.5 mark for each (1.5 marks *2)	3 marks	
	ii.	Any four conditions for imposing penalties		5
		1.25 marks for each	(1.25 marks*4)	
	iii.	Authentication of Electronic Records		5
		Proportionate marking		
