

Total No. of Questions : 5]

SEAT No. : 

P-3812

[Total No. of Pages : 2

[6025]-111

M.B.A. (Semester - I)

GE - UL - 05 : LEGAL ASPECTS OF BUSINESS

(III) (2019 Revised Pattern)

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) All questions carry equal marks.

Q1) Answer the following (any 5) :

[2 marks each]

- a) Define Goods as per sales of Goods Act.
- b) What do you mean by "Nemo Ret Quod Non Habet" under sales of Goods Act?
- c) What do you mean by contingent contract?
- d) Define Promissory Note.
- e) Who is a Co-surety.
- f) Name the two type of mistake of fact.
- g) What do you mean by a Private Company?
- h) What is an Article of Association?

Q2) Answer the following (any 2) :

[5 marks each]

- a) Distinguish between Sale & Agreement to Sale.
- b) Distinguish between Guarantee & Warrantee.
- c) Distinguish between Public & Private Company.

Q3) a) Explain the provisions related to discharge of contract by Agreement. [10]

OR

- b) Explain the various types of Endorsement under Negotiable Instrument Act.

Q4) a) "A mere mental acceptance, not evidenced, by words or conduct is, in the eye of law, no acceptance. "Explain the statement with examples. [10]

OR

b) "When an instrument on its maturity remains unsatisfied, the instrument is said to be dishonoured". Explain the statement with respect to Dishonour of Negotiable Instrument.

Q5) a) Explain the legal provisions relating to state commission under the consumer Protection Act, 1956. [10]

OR

b) What is meant by 'under influence'? 'A' applies to a banker for a loan at a time where there is stringency in the money market. The banker declines to make the loan except at an unusually high rate of interest. A accepts the loan on these terms. Whether the contract is induced by undue influence? Decide.

