

END TERM EXAMINATION

FIRST SEMESTER [MBA] NOVEMBER-DECEMBER 2017

Paper Code: MS-113

Subject: Legal Aspects of Business

Time : 3 Hours

Maximum Marks :75

Note: Attempt all questions as directed. Internal choice is indicated.

- Q1 Answer the following questions:- (5x5=25)
- (a) Mr. Kumar offers to sell his car to Mr. Singh for Rs.2,00,000/- Mr. Singh accepts the offer with a condition that he will pay the price in two monthly installments. Is there an enforceable contract? Explain the legal provisions to justify your answer.
 - (b) Mr. Ramesh approaches a Courier Service provider and after ascertaining from service provider that the maximum time for delivery the destination is 3 days, avails the service to send his admission application. However due to some mistake of the delivery person the delivery took 5 days. The application has been returned with an advise that the application is received by the college one day after the last date specified. Can Mr. Ramesh claim damages for the admission opportunity lost which he could have definitely got but for delay in delivery of application? Enumerate the legal principles.
 - (c) Briefly discuss the provisions related to formation of one person company under the Companies Act, 2013.
 - (d) Write a brief note on depository system related to securities transaction.
 - (e) A reputed car manufacturing company operating in India enters into an agreement with manufacturers of the components used in its car manufacturing to the effect that the components being supplied by them to car manufacturing company shall not be supplied for sale in spare parts market except through the network of dealers of car manufacturing company. Examine the legality. Cite the relevant law and specific providing to substantiate your answer.

UNIT-I

- Q2
- (a) Distinguish between Void Agreements and Void Contracts with suitable illustrations. (6)
 - (b) On the insistence of a popular Godman his faithful devotee agrees to purchase property from the Godman for a quoted price and enters into an agreement to sell. Later, having come to know that the quoted price is higher than market price, withdraws. Advise the devotee on the legal defense available who is sued for breach of agreement. (6.5)

OR

- Q3
- (a) Pursuing Alternate Dispute Resolution (ADR) options is more effective than going for civil litigation in ordinary civil courts. Elucidate. (6.5)
 - (b) Explain - (6)
 - (i) Open cheque
 - (ii) Order cheque
 - (iii) General crossing of cheque
 - (iv) Special crossing of cheque

UNIT-II

- Q4 Explain the provisions of Company Act, 2013 with respect to different types of directors of a company and the manner of appointment of each type of directors. Also, briefly discuss their responsibilities and liabilities. (12.5)

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OR

- ✓ Q5 (a) Explain the significance of Memorandum of Association of a company. (6)
(b) Write a brief note on mandatory provisions with respect to Corporate Social Responsibility of companies as provided in the Companies Act, 2013. (6.5)

UNIT-III

- ✓ Q6 Critically examine the role of Securities Exchange Board of India in safeguarding the interests of investors referring to any widely reported case in the recent times. (12.5)

OR

- Q7 In the light of SEBI Guidelines discuss the major disclosure norms that a public limited company going for Initial Public Offer of its shares should adhere to. (12.5)

UNIT-IV

- Q8 Discuss the provisions regarding resale of goods by an Unpaid seller highlighting the requirement regarding notice to the buyer who has defaulted and the consequences of issuing notice or otherwise for both the Unpaid seller as well as buyer who has defaulted. (12.5)

OR

- ✓ Q9 Write an essay on Competition law in India highlighting the objective of the Act, Powers and functions of Competition Commission of India and critical role it has in protecting the interests of consumers and upholding the freedom to do business. (12.5)