

OBE: OPEN BOOK EXAMINATION_A

[This question paper contains XX printed pages.]

Your Roll No:

Sr. No. of Question paper : XXXX
Unique Paper Code : 61011504
Name of the Paper : Legal Aspects of Business
Name of the Course : Bachelor of Management Studies (BMS) (CBCS)
Semester : V
Duration : 3 Hours
Maximum Marks : 75

Instructions for candidates:

1. This paper contains 6 questions. Attempt **ANY FOUR** questions.
2. All questions carry equal marks.
3. Quote the relevant sections and cases wherever required.

Q1. (a) Critically Analyse:

- (i) Only writing and registration can bring a valid contract into existence.
- (ii) A provisional acceptance conveyed will bind both the parties.
- (iii) A school organized a summer camp for the students of class 9. Raghu, a student requested his father's friend Ramesh to pay the fees as his parents were not able to finance the same. Do you think Ramesh can recover the same from Raghu or his father?
(2.5+2.5+3.75=8.75 marks)

(b) Define bailment. Explain the salient features of contract of bailment. (10 marks)

Q2. (a) Critically Analyse:

- (i) The proposal sent for transmission lost on the way can bring a contract into existence.
- (ii) A person of unsound mind will be personally liable for the necessaries supplied to him.

(iii) Abhay becomes surety to Uday for a loan extended to him by Devansh. Without consulting the surety, Devansh gave away the security deposited by Uday. When Uday defaults in payment, can the surety be held liable?

(2.5+2.5+3.75=8.75 marks)

(b) Distinguish between a Condition and a Warranty with reference to Sale of Goods. Also explain briefly the Implied Warranties as per the Sale of Goods Act, 1930.

(10 marks)

Q3. (a) Critically analyse

(i) A mistake as to identity will bring a valid contract into existence.

(ii) A finder of lost goods will become the owner of the goods.

(iii) Electricity and Copyrights are covered under the Sale of Goods Act, 1930.

(2.5+2.5+3.75=8.75 marks)

(b) Explain briefly the various clauses of Memorandum of Association. Also distinguish between AOA and MOA.

(10 marks)

Q4. (a) Critically Analyse:

(i) Under undue influence, consent is taken by deceiving the party to the contract.

(ii) Shareholders are the owners of the property of the company.

(iii) A sent a letter of offer on 20th November, 2020, which reaches B on 25th November, 2020. B instructs her secretary to send the acceptance after 30th November, 2020 but A decides to revoke his offer on 22nd November, 2020 which reaches on 1st December, 2020. Decide whether the revocation is valid.

(2.5+2.5+3.75=8.75 marks)

(b) 'No Consideration no Contract' is a rule. Do you agree with this statement? State the exceptions to this rule.

(10 marks)

Q5. (a) Critically Analyse:

(i) In a pledge, the ownership of the goods passes to the creditor.

(ii) A body corporate can be appointed as a designated partner of LLP.

(iii) C had supplied raw materials for two years to ABC Private Ltd. B, one of the directors, had negotiated the contract. The company went in for liquidation. C wants to sue B the director, to recover his dues. Decide whether C will succeed.

(2.5+2.5+3.75=8.75 marks)

(b) Explain the concept of doctrine of supervening impossibility. Explain the situations where this concept is not accepted as a defence by the courts. (10 marks)

Q6. (a) Critically Analyse:

(i) A consumer who has a grievance against the order of the district forum cannot file an appeal.

(ii) A citizen can seek personal information of an individual under RTI.

(iii) Mr C was the owner of shares worth Rs. 10 lakh in ABC Private Ltd. The company goes for dissolution and C claims that he is the owner of liquid assets of the company worth Rs. 10 lakh and should get priority over others at the time of winding up. Decide whether he will succeed. (2.5+2.5+3.75=8.75 marks)

(b) Explain the role of different forums available for redressing the consumer grievance as per the Consumer Protection Act, 2019. (10 marks)