

Code: BA2T5

I MBA - II Semester - Regular Examinations – JULY 2016

BUSINESS LAW

Duration: 3 hours

Max. Marks: 70 M

SECTION-A

1) Answer any FIVE of the following:

5 x 2 = 10 M

- a) Misrepresentation
- b) 'quid pro quo'
- c) Right of stoppage of goods in transit
- d) Characteristics of negotiable instruments
- e) Endorsement
- f) Partnership deed
- g) Public and Private Company
- h) Lifting of the corporate veil

SECTION – B

Answer the following:

5 x 10 = 50 M

2)

- a) What do you understand by 'capacity to contract'? Discuss the provisions of law relating to minor's agreement.

OR

- b) What are the various modes in which a contract may be discharged?

3)

- a) Explain the implied conditions and warranties in a contract of sale of goods.

OR

b) What are the rights and duties of agents?

4)

a) Who may cross the cheque? What are various types of crossing?

OR

b) Discuss the grounds on which a complaint can be made under the Consumer Protection Act, 1986. Who can file a complaint?

5)

a) What are the powers of the 'controller of certifying authorities' under Information Technology Act, 2000?

OR

b) Discuss the rights and duties between partners.

6)

a) Explain the nature of various welfare legislations made in India.

OR

b) Discuss the contents in the Memorandum of Association?

SECTION – C

7. Case Study

1 x 10 = 10 M

a) Examine the following problems and give reasons for your answers:

i) X, a minor lends ₹ 25000/- against a promissory note executed in his favour. Is the borrower liable to pay the money?

- ii) A renders some services to B, during his minority at the request of B. B, on attaining majority, enters into an agreement with A to compensate A for his services rendered during B's minority. Is the agreement valid?
- b) P, Q and R jointly promise to pay Z ₹ 3000/-. P and Q are not traceable. Can Z compel R to pay him in full? Give reason.
- i) No, he cannot pay the full amount
 - ii) Z has to wait till P and Q are found
 - iii) Z can compel him to pay the full amount