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Total Number of Pages : 02

MBA
15MNG302

3rd Semester Regular / Back Examination 2018-19

BUSINESS LAW

BRANCH : MBA

Time : 3 Hours

Max Marks : 100

Q.CODE : E128

Answer Question No.1 (Part-1) which is compulsory, any eight from Part-II and any two from Part-III.

The figures in the right hand margin indicate marks.

Part- I

Q1 Short Answer Type Questions (Answer All-10) (2 x 10)

- a) A philanthropist provides food, dress and shelter and medical facilities to a lunatic for one year. Is the lunatic liable for payment to the philanthropist after he recovers?
- b) What is the right of a lender in a time barred debt
- c) Your friend staying in Mumbai invited you to visit places there. You arrived on the fixed day. But your friend was not there. You are thoroughly cheated. You want to recover the cost of journey as well as the suffering from him. What shall you do?
- d) Give an example of a unilateral mistake by explaining the mutual right and obligation.
- e) Collateral transaction to an illegal agreement also becomes illegal. How? Explain with example
- f) State important documents that need to be filled by a newly formed public company with the Registrar of Companies at the time of incorporation
- g) Explain the concept of *right in rem* with example.
- h) You purchased certain goods from a shop. But did not use for one year. After this you want to dispose it off at half the price. But by then the goods lost its quality. The man who purchased it from you wants to file a consumer case against you. Will he succeed?
- i) Define a private company.
- j) What are the fundamental principles of a quasi-contract.?

Part- II

Q2 Focused-Short Answer Type Questions (Answer Any Eight out of Twelve) (6 x 8)

- a) Differentiate between illegal and unenforceable agreement.
- b) Discuss in brief *Carlill v Carbolic Smoke ball co* case and discuss the legal rules confirmed in this case.
- c) When is an offer complete? How and when may an offer be revoked?
- d) Explain the doctrine of privity of contract.
- e) What happens when there is destruction of the subject matter of bailment?
- f) Can a person sell goods without being its owner? If so, write the situations when it would be possible.
- g) What is a lien? Explain the different kinds of lien and the persons who have the right to exercise lien.
- h) Explain the concept of Doctrine of caveat emptor with example.
- i) What are the rights of a consumer?

- j) What is a corporate veil? When can it be lifted?
- k) What is a memorandum of association? What are its clauses?
- l) Who can be a Director of a company? What are the situations when a director can be declared as disqualified to be a director?

Long Answer Type Questions (Answer Any Two out of Four)

Q3 A contract can come to an end in various ways. Is it true? Explain in detail at least 5 such ways it can be terminated **(16)**

Q4 Discuss the various formalities as prescribed under the Act to incorporate and start business if a company. **(16)**

210 **Q5** 210 Discuss the principle that emanates from the leading case Saloman vs. Saloman & Co. And discuss the salient features of a company. **(16)** 210

Q6 Who is an unpaid seller? Discuss his rights against the buyer and the goods he sold. **(16)**