Roll No. [ ]

Total No. of Questions : 17

Total No. of Pages : 02

MBA (2018 Batch) / MBA (IB) (Sem.–2)

LEGAL ENVIRONMENT FOR BUSINESS

Subject Code : MBA-202-18

M.Code : 76154

Date of Examination : 04-07-22

Time : 3 Hrs.

Max. Marks : 60

INSTRUCTIONS TO CANDIDATES :

1. SECTION-A contains EIGHT questions carrying TWO marks each and students has to attempt ALL questions.
2. SECTION-B consists of FOUR Subsections : Units-I, II, III & IV. Each Subsection contains TWO questions each carrying EIGHT marks each and student has to attempt any ONE question from each Subsection.
3. SECTION-C is COMPULSORY carrying TWELVE marks.

SECTION-A

Write short notes on the following :

1. Void Contract
2. Fraud
3. Pledge
4. Warranty
5. Death of Partner
6. Bill of Exchange
7. AOA
8. Commencement of Business

SECTION – B

UNIT-I

9. What do you mean by term consideration? Is consideration must for a valid contract? Explain the rules related to exception of consideration.

10. Who is minor? Explain the consequences of contract with minor with suitable cases.

UNIT-II

11. Define the term goods. Differentiate between Specific, ascertained and unascertained goods with suitable examples.

12. Explain the term delivery as used in contract of sales and elaborate the rules related to valid delivery of goods.

UNIT-III

13. What is a partnership deed? Explain the rules related to admission of partner.

14. What is crossing of cheque? Explain different types of crossing and effects of the same.

UNIT-IV

15. "*MOA is the charter of the company.*" Explain the statement and elaborate Name clause and Object clause of MOA.

16. "*The fundamental attribute of corporate personality is corporate is a legal entity distinct from its members*". Elaborate the statement.

SECTION-C

17. **Case study**

a) S formed at a company a capital of 40,000. He sold his business to the company for 30,000. As a part payment for sale, he accepted 20,000 shares of 1 each. The balance of 10,000 was considered as loan and S secured the amount by the issue of debentures. His wife, daughter and four sons took one share each. Owing to strike the company was wound up. The assets of the company were valued at 6,000. The debts due to unsecured creditors were 7,000, S retained the entire sum of 6000 as part payment of loan. The other creditors objected. Their Contention was that a man could not own any money to himself, and the entire sum of 6,000 should be paid to them. Examine the rights of S and other creditors. Who will succeed?

b) The manager of a cinema theatre gave instructions that no tickets were to be sold to R.R knowing this, asked his friend to buy a ticket for him. With this ticket R went to theatre but was refused admission. He filed a suit for damage of breach of contract against the theatre. Would he succeed? Decide giving the provisions of the Indian Contract Act in this regard.

c) A bought a car from B who had no title to it A used the car for several months. After that the true owner came forward and demanded the car. State the rights of A and the true owner of the car.

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Roll No.

Total No. of Questions : 17

Total No. of Pages : 02

MBA (IB) (Sem.–2)
LEGAL ENVIRONMENT FOR BUSINESS

Subject Code : MBA-202-18

M.Code : 76154

Date of Examination: 08-12-2023

Time : 3 Hrs.

Max. Marks : 60

INSTRUCTIONS TO CANDIDATES :

1. SECTION-A contains EIGHT questions carrying TWO marks each and students has to attempt ALL questions.
2. SECTION-B consists of FOUR Subsections : Units-I, II, III & IV. Each Subsection contains TWO questions each carrying EIGHT marks each and student has to attempt any ONE question from each Subsection.
3. SECTION-C is COMPULSORY carrying TWELVE marks.

SECTION-A

Write short notes on the following :

1. Source of Law
2. Voidable Contract
3. Public Company
4. Define Goods.
5. Unpaid Seller
6. Sleeping Partner
7. Cheque
8. Independent Director

SECTION-B

UNIT-I

9. What do you mean by term Coercion? Describe the effect of the Coercion on the validity of the Contract

10. Define Consideration. What are the exceptions to the rule "A contract without consideration is void"?

UNIT-II

11. How is a contract of sales made? State briefly the necessary formalities of such a contract with suitable examples

12. "*A Sale of Goods implied certain conditions which are not subject to any contracting agreement between the contracting parties*". Comment

UNIT-III

13. Define Partnership. What are essential features of partnership?

14. Distinguish between Holder and Holder in Due Course. Explain the privileges granted to Holder in Due Course under Negotiable Instrument Act, 1881?

UNIT-IV

15. "*A Company is an Artificial Person created by Law with perpetual succession and common seal.*" Comment on the statement

16. How are the first and subsequent director of a public limited company appointed?

SECTION-C

17. **Answer the following cases with suitable explanation as per Law:**

a. Parth promises to procure an employment for Rana in a Government Department and Rana Promises to pay Rs. 10,000 to Parth for the same. Part gets the said job for Rana. However, Rana refuses to pay the promised money to Parth who files a suit in the court of law to recover Rs. 10,000 from Rana. Will Part Succeed? Give reasons

b. S agrees with M to sell his black horse. Unknown to both parties, the horse was dead at the time of agreement. Is this agreement valid or Void?

c. Ajay sold his car to Vijay for Rs.750,000. After inspection and satisfaction, Vijay paid Rs 250,000 and took the possession of the car and promised to pay the remaining amount within a month. Later on, Vijay refuses to give the remaining amount on the ground that the car was not in a good condition. Advise Ajay as to what remedy is available to him against Vijay.

d. In an agreement between Rekha and Renuka, there is condition that they will not institute legal proceedings against each other without consent. Is this agreement valid or not?

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Roll No. [ ] Total No. of Pages : 03

Total No. of Questions : 10

MBA / MBA(IB) (Sem.–2)

LEGAL ENVIRONMENT FOR BUSINESS

Subject Code : MBA-202-18

M.Code : 76154

Date of Examination : 16-05-2024

Time : 3 Hrs. **Max. Marks : 60**

INSTRUCTIONS TO CANDIDATES :

1. SECTION-A contains EIGHT questions carrying TWO marks each and students has to attempt ALL questions.
2. SECTION-B consists of FOUR Subsections : Units-I, II, III & IV. Each Subsection contains TWO questions each carrying EIGHT marks each and student has to attempt any ONE question from each Subsection.
3. SECTION-C is COMPULSORY carrying TWELVE marks.

SECTION-A

1. **Write short notes on:**

   a) Explain the terms Pledge and Bailment.

   b) What is the legality of the object?

   c) Explain any two principles of sales of goods.

   d) What is the performance of the contract?

   e) *Does the death of a partner dissolve a partnership firm*? Comment.

   f) What is a Promissory Note?

   g) Explain the concept of "Resolution".

   h) Discuss the qualifications of a Director.

SECTION-B

UNIT-I

2. *"The legal system of a country is part of its social system and reflects the social, political, economic, and cultural characteristics of the society."* Comment on this statement by bringing out the structure of the Indian Legal System.

3. Explain when consent is said to be free and when it is not considered to be free.

UNIT-II

4. Elucidate in detail the Sales of Goods Act.

5. Write a detailed note on the Transfer of Ownership and Property.

UNIT-III

6. Explain in detail the liability of the banker and drawer in case of dishonour of a cheque.

7. *"A business firm seeks new partners with business expansion being one of the driving motives."* Comment on the statement with regard to the admission of a partner in a partnership firm.

UNIT-IV

8. Differentiate between the Company and Partnership Firm. Also, discuss the types of companies.

9. Discuss in detail the definition and features of a company.

SECTION-C

10. **Case study :**

    a) Which of the following is a bill of exchange? Give reasons.

       i. "To Anderson, Dear Sir, We hereby authorize you to pay on our account, to the order of Wolf, the sum of six thousand rupees."

ii. "Rs. 500" " Pay to my order the sum of five hundred rupees, for value received." It is neither signed by any person as drawer nor addressed to any person as drawee. It is accepted by I am

b) Ramaswami proposed to sell his house to Ramanathan. Ramanathan sent his acceptance by post. The next day, Ramanathan sends a telegram withdrawing his acceptance. Examine the validity of the acceptance in the light of the following :

i. The telegram of revocation of acceptance was received by Ramaswami before the letter of acceptance.

ii. The telegram of revocation and letter of acceptance were both reached together.

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Roll No. [ ] Total No. of Pages : 03

Total No. of Questions : 17

MBA / MBA (IB) (Sem.–2)

LEGAL ENVIRONMENT FOR BUSINESS

Subject Code : MBA-202-18

M.Code : 76154

Date of Examination : 04-01-2025

Time : 3 Hrs. **Max. Marks : 60**

INSTRUCTIONS TO CANDIDATES :

1. **SECTION-A contains EIGHT questions carrying TWO marks each and students has to attempt ALL questions.**
2. **SECTION-B consists of FOUR Subsections : Units-I, II, III & IV. Each Subsection contains TWO questions each carrying EIGHT marks each and student has to attempt any ONE question from each Subsection.**
3. **SECTION-C is COMPULSORY carrying TWELVE marks.**

SECTION-A

Write a short notes on the following :

1. Define Business Law
2. Void Contract
3. Warranty
4. Parties to Contract of Sales
5. Admission of Partner
6. Bills of Exchange
7. Government Company
8. MOA

SECTION-B

UNIT-I

9. **Comment on the following :**

   a. Mere Silence as to facts is not fraud.

   b. An attempt to deceive which does not deceive is no fraud.

OR

10. *"All contracts are agreement but all agreements are not contracts."* Elucidate. Also discuss essentials of a valid contract.

UNIT II

11. **Write a brief note on :**

    a. Express conditions and warranties

    b. Goods sold must be of merchantable quality

    c. Sale by sample and description

OR

12. What are the rules relating to the transfer of property in unascertained and future goods?

UNIT III

13. What are the consequences of dissolution of a firm? Explain in brief rights and liabilities of partners.

OR

14. What is crossing of cheque? Explain different kinds of crossings and its effects.

UNIT IV

15. *"A company can enter into contract and sue and be sued in its own name."* Discuss.

OR

16. Define Articles of Association. How Articles of Association can be altered?

SECTION - C

17. **Case study:**

Answer the following cases with suitable explanation as per law:

1. S sells goods to T. T pays to S through cheque. Before T could obtain the delivery of goods his cheque was dishonored by the bank. S therefore refuses to deliver the goods until paid. Is S's action justified?

2. Singh of Delhi orders Kaur of Punjab, to deliver certain goods to him at Delhi. While

   the Goods were lying at the Delhi Railway Station, the station master informs Singh that the goods are held at Singh's Risk. But Singh has become insolvent. Has Kaur any right over the goods as unpaid seller?

3. Q hire a carriage of P and agrees to pay Rs. 750 as hire charges. The carriage is unsafe though P was unaware of it. Q injured and claims compensation of injuries suffered by him. P refuses to pay. Discuss the liability of P.

4. Annie promises Salman to lend Rs.30,000 in lieu of consideration that Salman gets Annie's marriage dissolved and himself marries with her. Is this agreement valid or void?

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Roll No.

Total No. of Questions : 10

Total No. of Pages : 03

MBA / MBA (IB) / MBA (Fintech) (Sem.–2)

LEGAL ENVIRONMENT FOR BUSINESS

Subject Code : MBA-202-18

M.Code : 76154

Date of Examination : 06-05-2025

Time : 3 Hrs.

Max. Marks : 60

INSTRUCTIONS TO CANDIDATES :

1. SECTION-A contains EIGHT questions carrying TWO marks each and students has to attempt ALL questions.
2. SECTION-B consists of FOUR Subsections : Units-I, II, III & IV. Each Subsection contains TWO questions each carrying EIGHT marks each and student has to attempt any ONE question from each Subsection.
3. SECTION-C is COMPULSORY carrying TWELVE marks.

SECTION - A

1. **Write a short note on the following :**

   a. Define a valid contract.

   b. What is free consent in contract law?

   c. Differentiate between sale and agreement to sell.

   d. What are negotiable instruments? Give two examples.

   e. What is the concept of corporate veil?

   f. Define the memorandum of association.

   g. What are the essential elements of a partnership?

   h. Explain the rules regarding the dishonor of a cheque.

SECTION – B

UNIT - I

2. Discuss the legal intricacies involved in the enforceability of an agreement without consideration. Under what circumstances can such an agreement are deemed valid?

3. ***'The concept of free consent is pivotal to contract formation'.*** Critically analyze the elements of coercion and undue influence in determining the validity of a contract.

UNIT - II

4. Discuss the rights and duties of an unpaid seller as per the Act.

5. What is meant by sale by Sample? What are the conditions implied in such a sale?

UNIT - III

6. Describe the various rights and duties of partners in a partnership firm. How do these rights change in a limited liability partnership?

7. What are the different types of crossings on a cheque? Explain the significance and legal implications of each type.

UNIT - IV

8. What is the importance of Articles of Association in company management? Discuss the process of amending the Articles of Association.

9. Describe the appointment and removal procedures of directors in a company as per the Companies Act, 2013.

SECTION - C

10. **Case study**

    Sunrise Technologies, a software development firm, entered into an agreement with Green Future Enterprises, a startup specializing in renewable energy solutions. As per the verbal discussions and email exchanges, Sunrise Technologies was to design a custom Enterprise Resource Planning (ERP) system for Green Future Enterprises to streamline its supply chain and logistics. The estimated cost of the project was Rs.50 lakhs and it was agreed that the payment would be made in three installments - 30% in advance, 40% upon partial completion and the remaining 30% after the final deployment of the software.

Although both parties had been communicating frequently through emails and informal meetings, no formal written contract was signed. Sunrise Technologies, relying on the mutual understanding, started working on the project, dedicating significant resources and manpower. After three months of development, Sunrise Technologies submitted the first phase of the software and requested payment of Rs.15 lakhs (30% advance). However, Green Future Enterprises refused to make the payment, arguing that no legally binding contract existed since no formal document was signed.

Sunrise Technologies, feeling aggrieved, took legal action against Green Future Enterprises for breach of contract, claiming that there was a valid agreement based on mutual consent, offer and acceptance and consideration. On the other hand, Green Future Enterprises defended itself, stating that the lack of a written contract meant no legal obligation existed on their part.

The case was brought before the court, which had to determine whether a valid contract existed based on the essential elements of a contract as defined under the **Indian Contract Act, 1872.**

Based upon the case answer the following Questions :

a. Analyze whether a valid contract existed between Sunrise Technologies and Green Future Enterprises, considering the essential elements such as offer, acceptance, consideration, free consent and legal enforceability.

b. Is a written agreement necessary for a contract to be legally binding? Can an oral contract or email exchange constitute a valid agreement under contract law? Discuss with relevant legal precedents.

c. What legal remedies are available to Sunrise Technologies if the court finds that a valid contract existed? Can they claim compensation for damages?

d. What lessons can businesses learn from this case regarding contract formation? Suggest best practices that companies should follow to ensure clarity and enforceability in contractual agreements.

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