

Seat No.	
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M.B.A. (Part - I) (Semester -I) (New) (CBCS)
Examination, Jan, -2014
LEGAL FRAMEWORK OF BUSINESS (PAPER - VIII)
Sub. Code :57111

Day and Date : Thursday, 02 - 01 - 2014

Total Marks : 80

Time : 10.00 a.m. to 1.00 p.m.

- Instructions :**
- 1) Question No. 1 and Question No. 5 are compulsory.
 - 2) Attempt Any TWO Questions from the Question No. 2 to 4.
 - 3) All questions carry Equal marks.

Q1) Attempt the following problems, giving reasons. (Any four) [20]

- a) X threatens to kill Y, if he (Y) does not sell his house to X for Rs 2,00,000/- Y agrees. X borrowed Rs 2,00,000 from Z who is also aware of the purpose of loan. What is the nature agreement between X and Y and Z.
- b) X gave an advertisement in news paper that a sale of office furniture by auction will be held at 4.00 pm, on 9th August 2012 at Azadmaidan mumbai, stall No. 420. Y from Kolhapur reached mumbai on the appointed date and time but X had cancelled the auction sale. Advise 'Y'.
- c) A Lady who knew that her skin was abnormally sensitive, bought a tweed coat and developed skin trouble by using it. she did not disclose to the seller that her skin was abnormally sensitive. Is the seller Liable for breach of implied condition as to fitness or quality?
- d) A railway administration entered into a contract for sale of coal ash that might accumulate during the period of contract. Whether contract of sale amounts to a sale or an agreement to sell?
- e) X on attaining the age of majority, makes a fresh promissory note in consideration of a promissory note made by him during his minority. Can a suit be maintained on the fresh promissory note?
- f) Alfa Tech. Ltd. put up cable wires in a certain Area. There was no power in the memorandum of association of the co. to put up wires there. Beta Tech Ltd a business rival of Alfa Tech Ltd. cut the cable wires down. Alfa Tech Ltd wants to sue Beta Ltd. can Alfa Ltd claim damages?

P.T.O.

- Q2) a)** Discuss in brief the discharge of contract by mutual agreement and Impossibility of Performance. [10]
- b) Define and distinguish condition and warranty and state the circumstances under which breach of condition is treated as breach of warranty. [10]
- Q3) a)** What is meant by Pro-note? Explain its essential features. [10]
- b) Define a 'Public Company'. How does it differ from a Private company? [10]
- Q4) a)** State the provisions of the Consumer Protection Act 1986 relating to Establishment, Composition Jurisdiction and Powers of National Commission. [10]
- b) Enumerate the powers and functions of SEBI. [10]
- Q5) Write short Notes (Any four) [20]**
- a) Objects of Information Technology Act 2000.
- b) Nature of Right to Information Act 2005.
- c) Clauses of memorandum of Association.
- d) Tender as to Performance of contract.
- e) Unpaid sellers Right of Lien.
- f) Unfair Trade Practices.

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