

Seat No.	
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M.B.A.(Part-I)(Semester - I) (New) (CBCS)
Examination, May - 2015
LEGAL FRAMEWORK OF BUSINESS (Paper - VIII)
Sub. Code : 57111

Day and Date : Saturday, 30 - 05 - 2015

Total Marks : 80

Time : 03.00 p.m. to 06.00 p.m.

- Instructions : 1) Question number 1 & 5 are compulsory.
 2) Attempt Any Two Questions from Q.No. 2 to 4.
 3) All Questions carry equal marks.

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

- a) A an infant borrows ₹ 50000 from B and executes a promissory note for the amount in favour of B. On his attaining majority, the minor executes another promissory note in lieu of the first which is then cancelled. Is the second promissory note valid?
- b) P sold his business to R without disclosing this to his customers M, an old customer sent an order for goods to P by name. R, the new owner, executed the order. Is M bound to accept the goods?
- c) A owes ₹ 50000 to his friend B. B assures A that he will not file a suit against him. Does this assurance constitute a proposal in the legal sense of the term?
- d) X sells and consigns goods to Y of the value of ₹ 10000. Y assigns the bill of lading for these goods to Z to secure the sum of ₹ 4000 due from him to Z. Y becomes insolvent: Can X stop the goods in transit?
- e) X the holder of a bill transfers it to Y without consideration. Y transfer the bill to Z without consideration but Z transfers to M for consideration. M transfers it to N without consideration. Can N hold M, Z, Y or X liable for payment?

- f) Statement in prospectus that directors and their friends have subscribed a large portion of the capital of the company and that they now after the remaining shares to the public whereas the fact was that they had only subscribed ten shares each. Is there a mis-representation in the prospectus?

Q2) a) Enumerate the essentials of valid contract. [10]

b) In what respect promissory note differ from a bill of Exchange? [10]

Q3) a) What do you mean by doctrine of Ultra Virus? [10]

b) State the provisions of Consumer protection Act 1986 relating to establishment, composition, Term of office, Jurisdiction and procedure of District Forum. [10]

Q4) a) Explain the scope of Right to Information Act 2005. [10]

b) State and Explain the types of cyber crime. [10]

Q5) Write short notes.(any Four) [20]

a) Registration of share broker.

b) Types of share capital.

c) Crossing of cheque & its type.

d) An agreement to sale.

e) Types of damages.

f) Unfair Trade Practices.

