

Total No. of Questions : 5]

SEAT No. : 

P-9666

[Total No. of Page

[6118]-1111A

M.B.A.

**111-GE-UL-05 : LEGAL ASPECTS OF BUSINESS**  
**(2019 Revised Pattern) (Semester - I)**

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) All questions carry equal marks.

Q1) Define any 5 :

[5 × 2 = 10]

- a) Bailment
- b) Offer
- c) Valid Contract
- d) Negotiable Instrument
- e) Unfair Trade Practices
- f) Company Limited by guarantee
- g) Specific Goods
- h) Right of lien
- i) Bill of Exchange
- j) Consumer

Q2) Attempt any 2 :

- a) Difference between conditions and warranties.
- b) Difference between Memorandum of Association and Articles of Association.
- c) Difference between Indemnity and Guarantee.

Q3) "Consideration under the Indian Contract Act, 1872 is of utmost importance in enforcing a contract." Discuss the provisions under the Act.

OR

"A certification of incorporation is conclusive evidence that all the requirements of companies Act have been complied with" Discuss the statement.

P.T.O.

- Q4) a) A draws on B a bill payable three months after sight. It passes through several hands before X becomes its holder. On presentation by X, B refuses to pay. Discuss the right of X on bill.
- b) A forced B to enter into a contract at the point of pistol. What remedy is available to B if he does not want to be bound by the contract?

OR

What are the Characteristics of a Negotiable Instrument and explain the liabilities on parties involved in Negotiable instruments.

Q5) Malhar went to a shop to purchase a shirt. The shopkeeper offered him three colours of shirt. Malhar asked him to show him the shirt which was on display. The shopkeeper told him that he could not buy that shirt and would have to choose from the options provided by him. Out of necessity and lack of time Malhar purchase a shirt out of the shirt shown by the shopkeeper. He paid him cash and didn't take the cash memo. Later, when he wore the shirt at home and was about to leave, he found one button of the shirt missing. He went to the shop next day for replacement. The shopkeeper bluntly denied that the shirt was purchased from him

- a) Which consumer right of Malhar is violated here?
- b) Can Malhar file complaint against the shopkeeper? Why?

OR

“Consumer Protection Act provides cheap and expeditious remedies to the Consumers” - comment also discuss the rights of Consumers as per Consumer Protection Act 1986.



20 March 2023

Total No. of Questions : 5]

SEAT No. :

PA-4587

[Total No. of Pages : 2

[5946]-21

M.B.A.

**111: LEGAL ASPECTS OF BUSINESS  
(2019 Pattern) (Semester - I) (Revised)**

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates :

- 1) All questions are compulsory.
- 2) All questions carry equal marks.

Q1) Define the following any five :

[2 marks each]

- a) Coercion.
- b) Promissory Note.
- c) Company.
- d) Specific Agent.
- e) Contingent Contract.
- f) Consumer.
- g) Goods in sale of goods act.
- h) Defects according to Consumer Protection Act.
- i) Private Company.
- j) Specific performance.
- k) Article of Association.
- l) Unpaid Seller.

P.T.O.

[5 marks each]

Q2) Answer any two :

- a) What is Promissory Note. Explain parties to the Promissory Note.
- b) Explain anticipatory breach and actual breach of contract.
- c) L offered to M his scooter for Rs. 4,000/-. M accepted the offer and tendered Rs. 3,900 cash down payment, promising to pay the balance of Rs. 100 by the evening. Is there a contract justify your answer. Also define a valid contract as per the Indian Contract Act.

Q3) a) Define Goods and explain the provisions related to delivery of goods as per the sale of Goods Act 1930. [10]

OR

b) Define Consumer Dispute. Explain the State Consumer Form (State Commission) in detail according to the Consumer Protection Act.

Q4) a) Define Offer. Explain essentials of a valid offer as per Indian Contract Act. [10]

OR

b) Explain the provisions related to Restrictive trade practices and unfair trade practices as per Consumer Protection Act.

Q5) a) Explain in detail the rights of the unpaid seller. [10]

OR

b) Explain the rights and duties of the agent according to the contract of agency.

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Total No. of Questions : 5]

SEAT No. :

PA-4163

[5946]- 111

[Total No. of Pages : 2

First Year M.B.A.

111-GE-UL-05 : LEGAL ASPECTS OF BUSINESS

(2019 Pattern) (Semester - I)

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All question are compulsory.
- 2) All question carry equal marks.

Q1) Define any Five Out of the following (2 marks each)

- a) Goods under sale of goods Act.
- b) Trade mark under IP Act.
- c) Consumer under consumer protection Act.
- d) Company under companies Act.
- e) Negotiable Instrument under Negotiable Instrument Act.
- f) Valid contract under contract Act.
- g) Contract of Indemnity.
- h) Unpaid seller.

Q2) Answer any two (5 marks each)

- a) Differentiate between contingent contract and wagering contract.
- b) Enlist the distinction between promissory note and bill of exchange.
- c) Write the comparison between private company and public company.

Q3) a) What is the contract of gurantee? Explain the rights of a surety against the creditor under contract of gurantee.

OR

- b) Define Agent. Briefly explain the various modes by which the agency may be created as per the contract of agency.

P.T.O.

**Q4) a)** Explain in detail the district forum under the consumer protection Act 1986.

OR

b) What is meant by undue influence? A applies to a banker for a loan. at a time where there is stringency in the money market. The banker declines to make the loan except at an unusually high rate of interest. "A" accepts the loan on these terms. Whether the contract is induced by undue influence? Decide.

**Q5) a)** What is Articles of Association? What are its contents.

OR

b) Anita purchased a book from satish Book store. While reading the book she found that sixteen pages were missing. She approached the seller and complained about the missing pages. The seller promised that if the publisher was ready to change the book he would change it. After a week the seller informed Anita that the publisher had refused to change the book.

- i) Where can Anita file a complaint against the seller of the book? Give reason in support of your answer.
- ii) Define consumer and its rights as per "Consumer Protection Act 1986".



Total No. of Questions : 5]

SEAT No. :

P6868

[Total No. of Pages : 2

[5860]-111

First Year M.B.A.

111 - GE-UL - 05 : LEGAL ASPECTS OF BUSINESS

(2019 Pattern) (Semester - I)

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) All questions carry equal marks.

Q1) Answer any 5 out of the following.

- a) Define agreement.
- b) Define patent.
- c) Define promissory note.
- d) Jurisdiction & composition of district forum.
- e) List out types of companies.
- f) Define Digital signature.
- g) Define MoU.
- h) Contingent contract.

Q2) Answer any two :

- a) What is guarantee? What are the provisions of discharge of surety?
- b) What is contract of agency? How it is created?
- c) Who is unpaid seller? Explain various rights given to unpaid seller.

Q3) a) Define free consent. When the consent is said to be free?

Analyze the situation & comment 'A' tells to at the time of selling his car that it is capable of making a speed of 150 kms per hour. Subsequently, if it turns out after 'B' has purchased the car that it can keep up hardly 100 km per hour, the breach of the representation by the seller (A) amounts to what kind of breach of contract?

OR

- b) Define Negotiable instrument. Which are the recognised Negotiable instruments under Negotiable Instrument Act.

P.T.O.

Q4) a) What are the various modes of discharge from liability of parties to a negotiable Instrument.

OR

b) Explain the doctrine of Caveat Emptor under sale of Goods Act. Briefly explain the exceptions of the Doctrine of Caveat Emptor under the sale of Goods Act.

Q5) a) A goes to 'B's shop & purchases a silk saree thinking that it is made of Banarasi silk. The shopkeeper knows that 'A's thinking is wrong. He however, does not correct 'A's impression latter on, when A discovers that the sari is not made of Banarasi silk. He wants to avoid the contract on the basis of above case answer the following.

i) What is Caveat Emptor, under what circumstances the rule of Caveat emptor is not applicable under sale of Goods Act?

ii) Do you agree with A in avoiding the contract? Give reason.

OR

b) What do you mean by offer. What are the essential elements of a valid offer/Justify your answers with an example.



Total No. of Questions : 5]

SEAT No. : 

P4062

[Total No. of Pages : 2

[5565]-1003

M.B.A.

103 : LEGAL ASPECTS OF BUSINESS

(2016 Pattern)

Time : 2¼ Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) Each question carries 10 marks.

Q1) a) What is a contract of guarantee? What are the parties to a contract of guarantee? Distinguish between a contract of indemnity and a contract of guarantee.

OR

b) What is a contract of agency? How is it created?

Q2) a) Who is an unpaid seller? Explain various rights given to an unpaid seller under the Sale of Goods Act.

OR

b) Define Contract of Sale. Explain fully essentials of a contract of Sale of Goods.

Q3) a) What do you mean by a negotiable instrument? What are the characteristics of a negotiable instrument?

OR

b) What is an endorsement? Explain various types of endorsement.

P.T.O.

**Q4)** a) Define 'Prospectus'. Who are responsible for mis-statements in a prospectus?

OR

b) "A Certificate of Incorporation is conclusive evidence that the requirements of the companies Act have been complied with." Discuss.

**Q5)** a) What are different consumer Disputes Redressal agencies? How are they established?

OR

b) Short Notes (any two) :

- i) Digital Signature.
- ii) Objectives of the IT Act, 2000.
- iii) Patent.
- iv) Trademark.



Total No. of Questions : 5]

SEAT No. :

P7877

[Total No. of Pages : 2

[6118]-1111

First Year M.B.A.

**111-GE-UL-05 : LEGAL ASPECTS OF BUSINESS  
(2019 Pattern) (Semester - I) (Revised)**

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) All questions carry equal marks.

**Q1)** Define the following (any 5 - 2 mark each).

- a) Negotiable Instrument in accordance with the N.I. Act 1881.
- b) Company according to company Act 1956.
- c) Deficiency according to consumer protection Act 1986.
- d) Unpaid seller according to sale of goods act 1936.
- e) Contingent contract according to Indian Contract act.
- f) Universal agent according to contract of agency.
- g) Continuouse gurantee as per contract of gurantee.
- h) Types of crossing of a cheque.
- i) Coercion as per Indian contract Act.
- j) Suit for quantum meruit.

**Q2)** Answer any Two (5 marks each).

- a) A promissory note executed on 31<sup>st</sup> - July 2022, is made payable one month after date. When does the note become payable? Give calculation how to find the date of payment. Also define a promissory note as per Negotiable instrument act.

**P.T.O.**

- b) M offers to sell his house to N for Rs. 1,40,000. N says to M that if he agree to keep the offer open for 10 days he (N) will pay him Rs. 1000 extra. M agrees and then sell the house within 3 days to a third party. Analyse the case.
- c) L offered to M his scooter for Rs. 4,000/- M accepted the offer and tendered Rs. 3,900/- cash down payment, promising to pay the balance of Rs. 100 by the evening. Is there a contract justify your answer. Also define a valid contract as per the Indian contract act.

**Q3) a)** Explain memorandum of association of a company according to the company act 1956. **[10]**

OR

- b) Define 'Goods' according to sale of Goods Act 1930. Explain provisions related to delivery of goods according to sale of goods act.

**Q4) a)** Define offer. Explain essentials of a valid offer, as per Indian contract Act. **[10]**

OR

- b) Explain the termination of contract of agency by operation of Law according to the contract of agency act.

**Q5) a)** Explain the term & provision of Restrictive trade practices and unfair Trade Practice as per consumer protection act. **[10]**

OR

- b) Define consumer Dispute. Explain the state consumer forum (state comission) in detail.



Total No. of Questions : 5]

SEAT No. : **P7923**

[Total No. of Pages : 2

[6118]-11

**First Year M.B.A.****111-GE-UL-05 : LEGAL ASPECTS OF BUSINESS****(2019 Pattern) (Semester - I)***Time : 2 Hours]**[Max. Marks : 50**Instructions to the candidates:*

- 1) *All questions are compulsory.*
- 2) *Marks are indicated in brackets.*

**Q1) Define any 5.****[5×2=10]**

- a) Company.
- b) Valid contract.
- c) Holder in due course as per Negotiable Inst. Act.
- d) Unpaid Seller.
- e) Agent as per contract of agency.
- f) Trademark.
- g) Bill of exchange.
- h) Consumer as per consumer protection act.

**Q2) Answer any Two.****[2×5=10]**

- a) Distinguish between promissory note and Bill of exchange.
- b) Explain Implied contract and express contract.
- c) Explain the methods of delivery of goods according to sale of goods act 1930.

**P.T.O.**

**Q3) a)** State briefly the duties of an agent to the principal as per the contract of agency. **[10]**

b) Explain the District forum in detail as per the consumer protection act 1986. **[10]**

**Q4) a)** Explain the term “e-commerce” and “e-governance” with reference to Information Technology act 2000. **[10]**

OR

b) In what different ways may a negotiable instrument be dishonoured? What are the duties of holder of a dishonoured bill? **[10]**

**Q5) a)** Discuss the provisions of information Technology Act 2000 relating to Digital Signature Certificate. **[10]**

OR

b) Explain rights of an unpaid seller against goods and against person as per sale of goods act. **[10]**



20 Dec 23

Total No. of Questions : 5]

SEAT No. :

P7875

[Total No. of Pages : 2

[6118]-1009

M.B.A. - I

**109 : GE - UL - 03 : ENTREPRENEURSHIP DEVELOPMENT  
(Revised) (2019 Pattern) (Semester - I)**

Time : 2 Hours]

[Max. Marks : 50

Instructions to the candidates:

- 1) All questions are compulsory.
- 2) Figures to the right indicate full marks.

**Q1)** Answer any 5 out of 8 (2 mark each).

- a) State any four functions of DIC?
- b) List any four objectives of Training.
- c) Define innovative Entrepreneur?
- d) Define the concept "Entrepreneurship"?
- e) List the four problems of Entrepreneurs?
- f) What is Mobility of Entrepreneurs?
- g) Define the term "Entrepreneurial change"?
- h) List out the Entrepreneurial Competencies.

**Q2)** Answer any 2 out of 3 (5 marks each)

- a) Discuss the functions of DIC for Entrepreneurship Development.
- b) How would you clarify the meaning "Mobility of Entrepreneurs"?
- c) Write in your own words "Entrepreneurial Competencies".

P.T.O.

**Q3)** Answer any one out of two (10 marks each)

a) Why DIC is important for the Entrepreneurship Development of any country.

OR

b) Illustrate the Role of NIESBUD for Entrepreneurship Development.

**Q4)** Answer any one out of two (10 marks each)

a) What do you think about Innovation and Entrepreneur?

OR

b) Analyze the "Innovation and Entrepreneurship" will lead to better success.

**Q5)** Answer any one out of two (10 marks each)

a) Entrepreneurship is the process of Creating Wealth - Discuss.

OR

b) As a Young Entrepreneur, how will you start a new Food Processing unit in the backward region of Maharashtra.