

PGDM, 2017-19
Legal Aspects of Business
DM-402

Semester IV, End-Term Examination: September 2018

Time allowed: 2 hrs 30 min

Max Marks: 50

Roll No: _____

Instruction: Students are required to write Roll No on every page of the question paper, writing anything except the Roll No will be treated as **Unfair Means**. In case of rough work please use answer sheet.

Sections	No. of Questions to attempt	Marks	Marks
A	3 out of 5 (Short Questions)	5 Marks each	3*5 = 15
B	2 out of 3 (Long Questions)	10 Marks each	2*10 = 20
C	Compulsory Case Study	15 Marks	15
		Total Marks	50

Part A

[Total marks: 15 (5 marks each)]

Note: Answer any three questions each carry equal marks

1. Elaborately discuss the essential aspects of Indian legal business environment? Also discuss the various sources of Law.
2. Explain the element of 'Capacity of parties' and 'Intention to create legal relationship' with examples, as per Indian contract Act 1872?
3. What are Negotiable Instruments? Discuss the provisions relating to cheques under section 138 of the Negotiable Instruments Act 1881.
4. Explain the 'Rights of an unpaid seller' as per the provisions of the Sale of Goods Act 1930?
5. "Torts laws are needed for a developing society". Comment and elaborate different types of Torts. Give relevant examples

Part B

[Total marks: 20 (10 marks each)]

Note: Answer any two questions each carry equal marks .

1. Explain the following as given under the Companies Act, 2013.
 - i. Salient features of Companies Act, 2013

(Turn Over)

- ii. Memorandum and Articles of Association
 - iii. One Person Company (OPC)
2. Elaborately discuss the essential elements of a valid contract with reference to Indian business? What are the remedies available for a breach of contract under the Indian Contract Act, 1872?
3. Discuss the following under the Competition Law:
 - i. Abuse of Dominant Position
 - ii. Anti Competitive agreements.

Part C

[Total Marks: 15(5 marks each)]

Note: Read the case situation and answer the following questions :

1. Mr. X promised to pay Rs. 20000 as monthly maintenance allowance to his wife. They lived in different countries. However after few months Mr. X refused to make the payment. Is the suit valid. Cite the relevant case.
2. Rohan , a minor enters into a contract with a money lender, Ajay by submitting forged , property documents. He takes a loan of Rs. 10 lacs against it , repayable within six months.
Is it a valid contract ? cite relevant provisions.
3. M/s PQR Ltd was incorporated as a company by family members. Out of the total debts on Company owed to unsecured creditors, during liquidation, Rs. 200000 was debentures of one the family member Mr. Z who helped in incorporation of the company.

Will Mr. Z get a priority claim over unsecured creditors? Explain with relevant case laws.
