



PG – 007

II Semester M.B.A. (Day) Degree Examination, July 2011  
(2007-2008 Scheme)

MANAGEMENT

Paper – 2.7 : Legal Aspects of Business

Time : 3 Hours

Max. Marks : 75

*Instruction : All Sections are compulsory.*

SECTION – A

I. Answer **any six** from the following. **Each** carries **two** marks. (6×2=12)

- a) What is company law ?
- b) Define quasi contract.
- c) What are the appeal provisions ?
- d) What is digital signature ?
- e) What are Intellectual Property Rights ?
- f) What is a Public Authority under RTI Act, 2005 ?
- g) What is Memorandum of Association ?
- h) State any two objectives of FEMA.
- i) List objectives of cyber-law.

P.T.O.



## SECTION – B

Answer **any three** from the following. **Each** carries **eight** marks. (3×8=24)

2. Discuss the new dimensions given by the Judiciary to the definition of “Service” under the Consumer Protection Act, 1986.
3. Explain the constitutional provisions which have economic significance in India.
4. What is meant by opposition to grant of patent ? Explain the rules of opposition to grant of patent.
5. Explain the various types of harassment meted out to women employee at work place.
6. Distinguish between a Public Limited Company and Private Limited Company.

## SECTION – C

Answer **any two** from the following. **Each** carries **12** marks. (2×12=24)

7. Discuss whether jobs should be reserved in private sector for socially and economically weaker section of the society.
8. Discuss the salient features of RTI along with powers and functions of Information Officer.
9. What are the types of pollution ? What are the remedial measures to control the pollution by Central Government.



SECTION – D

10. Read the following case and answer the question given below the case.

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The Suraj Knitting Company is a manufacturer of apparel. A German buyer had agreed to buy goods from it for the summer season of 2002. Suraj Knitting Company exported a consignment and sent all the relevant documentation through a courier. The documents thus sent included the invoice, the packaging list, the original export certificate, and the certificate of origin. The courier company had represented in its brochures and advertisements that it delivered parcels to destinations in Europe within a week. The documents did not reach the destination. As a result, the German buyer could not receive the consignment. Subsequently, duplicate copies were sent. However, by then, the summer season was over. Due to the delay, the German buyer paid only DM 35,000/- instead of the invoice value of DM 60,000. Suraj Knitting Company is claiming Rs. 4,50,000 as damages from the courier company.

Questions for Exploration

- 1) What would have been the liability of the courier company if it had explicitly mentioned that its liabilities due to delay in delivery or loss would not exceed Rs. 5,000 ?
- 2) What would have been the liability of the courier company if Suraj Knitting Company had explicitly mentioned the circumstances in which the courier was being sent and the courier had agreed on the terms of being responsible for business losses on account of delays ?
- 3) What is the liability of the courier in the above case, where nothing had specifically been mentioned ?