



PG – 104

II Semester M.B.A. (Day) Degree Examination, June/July 2013
(2007-08 Scheme)

Management

Paper – 2.7 : LEGAL ASPECTS OF BUSINESS

Time : 3 Hours

Max. Marks : 75

SECTION – A

Answer any six of the following. Each question carries two marks. (6×2=12)

1. a) Define Law.
- b) Define custom.
- c) What is Bilateral contract ?
- d) Define contractual capacity.
- e) Concept of auction sales.
- f) Define book building.
- g) What is quorum ?
- h) Define Prima Facie.

SECTION – B

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

2. All contracts are agreements but all agreements are not necessarily be contracts. Comment.
3. How are cyber crimes controlled in India ?
4. Discuss the workings of Consumer Protection Councils in India.
5. Define the term contract of sale good, state the rules for a valid contract of sale.
6. Discuss the circumstances in which a company may be wound up by court.

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SECTION - C

Answer **any two** of the following. **Each** question carries 12 marks. (2x12=24)

7. "Offer and acceptance bring the parties together but law required some further evidence of their intention to create legal relationship". Comment.
8. Discuss the issues relating to patenting of Basumathi Rice.
9. What is Right to Information Act ? What are the objectives of this Act ?

SECTION - D

This **case study is compulsory**. It carries **fifteen** marks. (1x15=15)

10. Read the following case and answer the questions given at the end.

M/s Girdhalal Purshottamdas and Co., based in Ahmedabad, had made an offer from Ahmedabad, by a long distance telephone call, to Kedia Ginning Factory and Oil Mills of Khamgaon, to purchase cotton seed cake. Kedia Ginning Factory, on the phone itself, had accepted the offer. Later, a dispute arose over the performance of the contract. The case could be filed only in the court of the area where the contract had been made. The question was whether the contract had been made in Ahmedabad or in Khamgaon.

Questions to be Discussed

- 1) What could be the other occasions where the place and moment of making of a contract could be of importance ?
- 2) When is the communication of an offer completed ?
- 3) When is the communication of an acceptance completed ?
- 4) A person visited an e-shop, put several goods in his shopping cart, and pressed 'buy'. The goods however, never arrived. Due to a technical error in the networks, the order got lost. What are the respective liabilities of the parties ?