Seat No.:	Enrolment No.

## **GUJARAT TECHNOLOGICAL UNIVERSITY**

MBA (AM) – SEMESTER – 4 - EXAMINATION – WINTER - 2016

_		Code: 4140504 Date: 21/11/2016	
_		Name: Legal Aspects of Business	
Tim	e: <b>0</b> 2	2.30 PM TO 05.30 PM Total Marks: 70	
Instru	ıction		
	1. 2. 3.	Attempt all questions.  Make suitable assumptions wherever necessary.  Figures to the right indicate full marks.	
Q.1	(a)	Under which circumstances, a contract need not be performed? Who can demand performance of a contract? By whom the contract must be performed?	07
	<b>(b)</b>	Explain Consumer as per Consumer Protection Act. Explain the composition and Jurisdiction of District Forum for Redressal of Consumer Dispute.	07
Q.2	(a)	Distinguish between the following:  (1) Valid, Void and Voidable Contract  (2) Contract of Insurance and Wagering Aggreement  (3) Eventual Contract and Eventuary Contract	07
	<b>(b)</b>	(3) Executed Contract and Executory Contract Define Partnership and State various rights and liabilities of Partners an Dissolution of Partnership Act 1932	07
	<b>(b)</b>	OR Registration is not mandatory for a partnership firm! Justify the statement with Validity of your answer.	07
Q.3	(a)	Differentiate between Holder and Holder in due course? State the conditions for and privileges available to Holder in due course under Negotiable Instrument Act, 1986	07
	<b>(b)</b>	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 rights of X on the bill.	07
		OR	
Q.3	(a)	What are the exceptions to the rule that the effect of a material alteration of a Negotiable Instrument is to discharge all the parties liable on it at the time of the alteration?	07
	(b)	Is notice of dishonour to A necessary in the following cases:  (1) A having the balance of Rs. 100 at his bankers and having no authority to overdraw, draws a cheque for Rs.500. The cheque is dishonoured when duly presented for payment.  (2) A, the drawer of a bill, informs H, the holder of the bill, that the bill will be dishonoured for payment.	07
Q.4	(a)	Define Consumer and complaints in reference to Indian Consumer Protection Act , 1986	07
	<b>(b)</b>	What are the objectives and characteristics of Consumer Protection Act 1986.	<b>07</b>

## OR

Q.4	(a)	Discuss how far Consumer Protection Act is beneficial to the plaintiff in comparison to Civil suit remedy.	07
	<b>(b)</b>	What are Unfair Trade Practices under Consumer Protection Act 1986. Write in details.	07
Q.5	(a)	What is sale? Differentiate it from sale and agreement to sell under Sales of Goods Act, 1930	07
	<b>(b)</b>	Explain Terms:	07
	. ,	(1) Ascertained goods	
		(2) Stoppage in transit	
		(3) CIF	
		(4) FOB	
		(5) Caveat Emptor	
		(6) Nemo dat qui non habet	
		(7) Sale by auction	
		OR	
Q.5	(a)	In a contract for the sale of goods there is no implied condition or warranty as to the quality of the goods or their fitness for any particular purpose.	07
	<b>(b)</b>	Rights and Unpaid Seller under sale of Goods Act, 1932 – write in details.	07

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