Seat No.: _____ Enrolment No._____

GUJARAT TECHNOLOGICAL UNIVERSITY

MBA - SEMESTER–III • EXAMINATION – SUMMER • 2015

Subject Code: 830002 **Date: 21-05-2015**

Subject Name: Legal Aspects of Business (LAB)

Time: 14:30 pm – 17:30 pm **Total Marks: 70**

Instructions:

1. **Attempt all questions.**
2. **Make suitable assumptions wherever necessary.**
3. **Figures to the right indicate full marks.**

Q.1	**(a)**	Define contract. Explain in detail the types of contract.	**07**
	(b)	What are the legal rules for a valid acceptance of offer?	**07**
Q.2	**(a)**	Differentiate between bailment and pledge.	**07**
	(b)	State the liabilities for misstatements contained in prospectus.	**07**
		OR	
	(b)	Explain in detail the removal of a director from a company.	**07**
Q.3	**(a)**	Explain the privileges of holder in due course.	**07**
	(b)	Explain the implied conditions in the contract of sale of goods.	**07**
		OR	
Q.3	**(a)**	Explain the procedure for filling a consumer complaint as per Consumer protection Act.	**07**
	(b)	Short note on winding up of a company by the court.	**07**
Q.4	**(a)**	Explain Environment Impact Assessment (EIA) in India.	**07**
	(b)	Explain the various types of cyber crime as per IT Act, 2000.	**07**
		OR	
Q.4	**(a)**	Short note copyrights and trademarks.	**07**
	(b)	State the items (Inventions) which are not patentable	**07**
Q.5	**(a)**	A, the bailor, pledges a cinema projector and other accessories with Cine Association Co-operative Bank Limited, the bailee, for a loan. A requests the bank to allow the pledged goods to remain in his possession and promises to hold the same in trust for the bailee and also further promises to handover the possession of the same to the bank whenever demanded. Examining the provisions of the Indian Contract Act, 1872 decide, whether a valid contract of pledge has been made between A, the bailor and Bank, the bailee?	**07**
	(b)	A is the payee of an order cheque. B steals the cheque and forges A's Signatures and endorses the cheque in his (B's) favour. B then endorses it to C who takes it in good faith and for valuable consideration. Is C a holder in due course ?	**07**
		OR	
Q.5	**(a)**	A gives to C a continuing guarantee to the extent of Rs. 5000 for the vegetables to be supplied by C to B from time to time on credit. Afterwards, B became embarrassed, and without the knowledge of A, B and C contract that C shall continue to supply B with vegetables for ready money, and that the payments shall be applied to the then existing debts between B and C. Examining the provision of the Indian Contract Act, 1872, decide whether A is liable on his guarantee given to C.	**07**

(b) Fazal consigned four cases of Chinese crackers at Kanpur to be carried to Allahabad on the 20th may 2013. He intended to sell them at the Sharbat festival of 5th June 2013. The railway discovered that the consignment could not be sent by passenger train and asked Fazal either to remove them or authorize their dispatch by goods train. He took no action and the goods arrived at Allahabad a month after they were booked. Fazal filed a suit against Railways for damages due to late delivery of the goods which deprived him of the special profits at the festival sale. Decide **07**

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