

GUJARAT TECHNOLOGICAL UNIVERSITY**MBA - SEMESTER– III EXAMINATION – WINTER 2019****Subject Code: 2830002****Date: 29-11-2019****Subject Name: Legal Aspects of Business****Time: 10:30 AM TO 1.30 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] Answer the following questions with suitable options:**06**

1. A sells his car to B. A has a right to recover the price of the car from B. This right is

A. right is rem.	B. right is personam.
C. moral right.	D. none
2. Negotiable instrument means a promissory note, bill of exchange or cheque, payable to ___

A. Bearer	B. order
C. either to bearer or order	D. none of the above
3. The central consumer protection council shall meet as and when necessary but at least ___ meeting of the council shall be held every year

A. One	B. Two
C. Three	D. Four
4. The company need to obtain prior permission from central government when it changes the address of its registered office from

A. one city to another	B. within the same city
C. one state to another	D. All of the above
5. To be patented, an invention must be

A. Non-obvious	B. useful
C. Novel	D. All of the above
6. The goods identified and agreed upon at the time a contract of sale is made are called

A. Ordinary good	B. Specific good
C. Future good	D. None of the above

[B] Briefly explain the following terms**04**

1. Company
2. Consideration
3. Patent
4. Negotiable instruments

[C] Explain 'Doctrine of indoor management' in brief**04****Q.2 [A]** "All the contracts are agreements but all the agreements are not contract." Explain the statement with details.**07**

[B] What are the compulsory clauses in the Memorandum of Association explain? Explain the alternation conditions of any two. 07

OR

[B] Difference between a public and private company 07

Q.3 [A] Write a note on various consumer dispute redressal agencies. 07

[B] What is meant by crossing ? Who can cross a cheque ? What are the different types of crossing ? 07

OR

[A] Define good under the sales of goods act, 1930. Explain rights and duties of unpaid seller. 07

[B] What is Suretyship? Explain the rights and liabilities of a surety. 07

Q.4 [A] What is a meaning of water pollution and air pollution under the Environment law? Explain the powers of the Central control board. 07

[B] State the items (Inventions) which are patentable and not patentable 07

OR

[A] Discuss in brief about Cyber Regulations Appellate Tribunal 07

[B] Explain ‘digital signature’ and ‘digital signature certificate’? Who can issue digital signature certificates? 07

Q.5 [A] Ajeet placed an order for the supply of certain merchandise with a party in Mumbai and was awaiting the acceptance. He got a phone call from a transporter making enquiries regarding reaching his premises. The transporter told Ajeet that he had been contracted to deliver the goods. Later, the seller informed Ajeet that he was rejecting the offer. Ajeet contends that an agreement had been reached between the parties when the transporter communicated that he would be delivering the goods. Decide and justify with relevant provisions of the law 07

[B] The board of directors of a company resolved that the company would enter into a contract with a party. The contract was beyond the objectives of the company. The party declared the contract to be void and did not proceed with it. This caused losses to the company. Will the directors be responsible for the losses to the company? Explain with proper provision of the law 07

OR

[A] Raj, after finishing his studies, decided to become a management consultant. He chose the format of a company for running his business. He formed a company, Raj Consultants Private Limited. He is a director of the company and also the sole employee. The company bought a laptop. As Raj was the sole employee, he was exclusively using the laptop. The laptop turned out to be defective and not of merchantable quality. Can Raj seek remedy against the seller of the computer from a consumer forum? Explain with proper provision of the law 07

[B] A sports accessories manufacturing company discovered that the foot on which a cricket fast bowler lands, moves significantly within the shoe. This knocks the big toe, straining the toe, ankle and the foot. The company developed a pair of shoes where the front portion of the shoe, near the big toe, had a hole. The idea was that on impact, the toe would have the space to move out and not get knocked. Does designing a pair of shoes give rise to intellectual property, justify with appropriate provision of the relevant law. 07
