



Roll No.

**PRESIDENCY UNIVERSITY
BENGALURU**

SCHOOL OF MANAGEMENT

SET A

MID TERM EXAMINATION

Even Semester: 2018-19

Course Code: MGT 108

Course Name: Business Laws

Program & Sem: MBA & II Sem

Date: 29 March 2019

Time: 2 Hours

Max Marks: 40

Weightage: 20%

Instructions:

- (i) *Read the question and answer accordingly*

Part A

Answer **both** the Questions. **Each** question carries **six** marks. (2Qx6M=12)

1. X forced Y to enter into a contract at the point of pistol. What remedy is available to Y, if he does not want to be bound by the contract?
2. A husband promised to pay his wife a house hold allowance of \$100 every month. Later the parties started living at different places, and the husband failed to pay the money. Can the wife sue for the allowance? Which decided case law is applicable here?

Part B

Answer **both** the Questions. **Each** question carries **six** marks. (2Qx6M=12)

3. Write, the principle, facts and judgment involved in Baldry v/s Marshall.
4. What are the essentials elements of contract of sale? & define goods.

Part C

Answer **both** the Questions. **Each** question carries **eight** marks. (2Qx8M=16)

5. What is discharge of contract? Elucidate the different methods of discharge of contract.
6. Define a contract and explain the essential elements of a valid contract.



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SET B

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Instructions:

- (i) *Read the questions and answer accordingly*

Part A

Answer **both** the Questions. **Each** question carries **six** marks. (2Qx6M=12)

1. A minor mortgaged his house in favour of a money lender to secure a loan of Rs. 70,000. Out of which the mortgagee paid the minor a sum of Rs. 30,000. Subsequently, the minor sued for setting aside the mortgage, stating that he was underage when he executed the mortgage.
 - (a) Has the money lender any right of action against the minor for the money lent or for damages for fraudulent misrepresentation?
 - (b) State the case law attached here.
2. Krishna, a farmer, simply exhibits Basmati Rice in his farm. Mohan buys 50 bags of the Rice on the belief that it is Sonamasuri rice. In fact they are Basmati Rice. Mohan wants to return the Sonamasuri rice and refuses to pay the price.
 - (a) Decide / give the judgment.
 - (b) What is the principle involved in the case?

Part B

Answer **both** the Questions. **Each** question carries **six** marks. (2Qx6M=12)

3. What are the conditions & Warranties in a contract of sale?
4. Write, the principle, facts and judgment involved in Hadley v/s Baxendale.

Part C

Answer **both** the Questions. **Each** question carries **eight** marks. (2Qx8M=16)

5. Elucidate what is Intention to create legal relationship and Free consent with the help of case law.
6. What remedies are available to an aggrieved party on the breach of a contract? Explain in detail.



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SET A

END TERM FINAL EXAMINATION

Even Semester: 2018-19

Date: 04 June 2019

Course Code: MGT 108

Time: 3 Hours

Course Name: Business Law

Max Marks: 80

Program & Sem: MBA & II Sem

Weightage: 40%

Instructions:

- (i) *Read the question properly and answer accordingly.*
- (ii) *Write Legibly.*

Part A

Answer **all** the questions. **Each** question carries **four** Marks.

(5Qx4M=20M)

1. Briefly explain 'Doctrine of Caveat Emptor'.
2. Write a note on performance of contract.
3. What are the essentials of a valid contract?
4. Write the distinction between sale and agreement to sell.
5. What are the remedies for breach of contract?

Part B

Answer **all** the questions. **Each** question carries **ten** Marks

(3Qx10M=30M)

6. What is a Negotiable instrument? What are different kinds of instruments that can be used for the purpose of business as per N.I. Act? Explain.
7. Write the principle, facts and judgment involved in Saloman v/s Saloman & Co . Ltd.
8. What is winding up? Write the different methods of winding up of a company.

Part C

Answer **both** the questions. **Each** question carries **fifteen** Marks

(2Qx15M=30M)

9. Define a company and explain in detail the characteristic features of a company.
10. Who is a consumer? What are his rights? Where can they be addressed?



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Course Code: MGT 108

Time: 3 Hours

Course Name: Business Law

Max Marks: 80

Program & Sem: MBA & II Sem

Weightage: 40%

Instructions:

- (i) *Read the question properly and answer accordingly.*
- (ii) *Write Legibly.*

Part A

Answer **all** the questions. **Each** question carries **four** marks.

(5Qx4M=20M)

1. What do you understand by 'capacity to contract'?
2. State briefly the necessary formalities of contract of sale.
3. Write a short note on classification of contracts.
4. What are the rules of law relating to performance of contract?
5. How do you discharge a contract?

Part B

Answer **all** the questions. **Each** question carries **ten** marks.

(3Qx10M=30M)

6. What is a promissory note? What are its essential elements?
7. Write the principle, facts and judgment involved in Om Prakash v/s Reliance General Insurance 2017.
8. Elucidate in detail the kinds of meetings that have to be conducted in a company as per Companies Act 2013.

Part C

Answer **both** the questions. **Each** question carries **fifteen** marks

(2Qx15M=30M)

9. How is a company formed under the Companies Act 2013? Enumerate the Various documents to be filed with the Registrar.
10. Who is a consumer? Explain in detail about Consumer disputes Grievance redressal machinery.

