

LEGAL ASPECTS OF BUSINESS (111)

Question Bank

Q.1) a) Define contract . Explain the different ways by which a contract may be discharged. (15)

b) Explain in detail rights of surety. (10)

Q.2) a) Define contract . Explain essentials of valid contract (15)

b) Explain the meaning of free consent and explain the circumstances when the consent is not free.

In Last 2 exams. there was compulsory question of 25 marks as given above and out of remaining 6 questions we were to attempt any 3 questions of 15 marks each.

Q.3) Who is unpaid seller? Explain in detail legal provisions relating to rights of unpaid seller.

Q.4) What is negotiable instrument ?What are the various types of Negotiable Instrument.

Q.5) What is memorandum of Association ?Explain the contents of Memorandum of Association.

Q.6) Define consumer .Explain rights of consumers.

Q.7) Define Digital Signature . Explain its importance in to-days world.

Q.8) Write Short notes.(Any 3)

a) Trade mark & designs.

b) Caveate Emptor.

c) Holder & Holder in due course.

d) Duties & Liabilities of Agent & Principal.

Q.9) Explain various provisions relating to transfer of ownership under Sale of Goods Act.

Q.10) Explain in detail ,dishonor of Negotiable Instruments under Negotiable instrument Act.

Q.11) Define Patent and explain various types of patent.

Q.12) Define consumer. Explain the procedure of a complaint made under District Forum under consumer protection act.

Q.13) Explain provisions relating to digital signature and Electronic Governance.

Q.14) Write short notes (any 3)

a) Trade mark.

b) Unfair Trade Practice

c) Valid consideration.

d) Bill of Exchange.

Q.15) “A contract without consideration is void,” comment and give exceptions to the rule.

Q.16) Explain the nature of a contract of sale of goods and bring out clearly the distinction between a sale and an agreement to sell.

Q.17 a) What is a contract of guarantee? State the circumstances in which a surety is discharged from liability.

b) The consumer protection act 1986 provides cheap and expeditious remedy to the consumer”, comment.

Q.18) Write notes all

a) agency by Estoppel

b) Agency by holding out

c) Agency by necessity.

Q.19) a) **State the doctrine of caveat emptor and exceptions to it with help of suitable examples.**

b) Explain the concept of Authentication of Electronic records using Digital signature.

Q.20) Examine critically the rule in Hadley v. Baxendale and indicate to what extent the said rule is applicable in India.

Q.21) a) **Who is holder in due course of a negotiable instrument? what are the special privileges of a holder in due course.**

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b) “A certificate of incorporation is conclusive evidence that all the requirements of the companies act have been complied with. Explain.

Q22) Write short notes (any 3)

- a) capacities of parties.
- b) Breach of contract.
- c) Conditions and warranties under the sale of goods act.1930.
- d) Company meetings.
- e) consumer protection councils.

Q.23) Define company and explain different types of companies.

Q24) What is a promissory note ?What are the various characteristics of a promissory note.

Q.25) Explain consumer Explain consumer redressal forums.

Q.26) Explain Certifying Authorities and Digital signature.

Q.27) What are the rights, duties and liabilities of an agent?

Q.28) Write short notes.(Any 2)

- a) Wagering agreements.
- b)Frauds
- c)Memorandum of association.
- d)Auction sale.
- e) share capital of a company
- f)Noting and protest.

Q.29) Define a “Cheque” .What are its important features? How it differs from bill of exchange.

Q.30) Define, explain, and distinguish “Contract of Indemnity” and “Contract of Guarantee”.

Q.31) Explain the procedure for incorporation of company laid down in the companies act. 1956. what are the advantages of incorporation?

Q.32) Define contract of sale. What are its essential characteristics? How Agreement to sell differs from sale? Explain.

Q.33) “To constitute a legally enforceable contract, parties must be competent”. Do comment with reference to the law relating to competency of parties.

Q.34) Explain the concepts of offer and acceptance. Explain the rules regarding offer and acceptance. with appropriate case law.

Q.35) write Short notes (any 3)

A) Types of Endorsement

B) Quasi contracts

C) Prospectus

D) Coercion

E) Fraud

F) Undue influence.

Q.36) What is meant by impossibility of performance of contract, illustrate it with case law.

Q.37) Explain the characteristics of company. Distinguish company with Hindu undivided family.

Q.38) Has the Information Technology act 2000 been successful in curbing the offences under the act, comment.

Q.39) Explain the concept of Agency. what are the various modes of creating an Agency.

Q.40) Do think that there is a requirement of amendment in consumer protection Act. Explain the qualification composition and powers of District forum.

Q.41) How and why breach of contract happens? What are the remedies?

Q.42) What are the provisions relating to transfer of property & titles under sale of goods act 1930.