

- (c) A student was induced by his teacher to sell his brand new car to the later at less than the purchase price to secure more marks in the examination. Accordingly, the car was sold. However, the father of the student persuaded him to sue his teacher. State whether the student can sue the teacher? (5)
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MBCP 1007

M.B.A. DEGREE EXAMINATION, DECEMBER 2023.

First Semester

Common Paper

BUSINESS LAW

(2023 onwards)

Time : Three hours

Maximum : 75 marks

PART A — (5 × 4 = 20 marks)

Answer any FIVE questions.

1. Distinguish between Contract and Agreement.
2. Cite an example of Quasi Contract.
3. Describe the Types of Voidable Contract.
4. Infer the Essentials of a Partnership.
5. What are Specific Goods in the Sale of Goods Act? Give an example.
6. Mention the Privileges of Holder in Due Course.
7. State the Objectives of issuing a Prospectus.
8. Explain the procedure for Registration of a Company under Company Law.

PART B — (5 × 8 = 40 marks)

Answer any FIVE questions.

9. What is Breach of Contract? Describe the Remedies for Breach of Contract.
10. Summarize the Rights and Duties of Partners in a Partnership Firm.
11. Discuss the Essential Elements of a Contract of Sale of Goods.
12. Classify the Types of Negotiable Instruments and Outline their Characteristics.
13. Elucidate the Contents of Memorandum of Association.
14. Explain the Modes of Winding Up of a Company as per Companies Act.
15. Describe the provisions related to Health and Safety under factories act 1948.
16. How strikes and lockouts considered as weapons of collective bargaining? Classify the different Types of Strikes.

PART C — (1 × 15 = 15 marks)

Answer the following.

17. Case study: Compulsory
 - (a) Mr. Balwant, an old man, by a registered deed of gift, granted certain landed property to Ms. Reema, his daughter. By the terms of the deed, it was stipulated that an annuity of Rs.20,000 should be paid every year to Mr. Sawant, who was the brother of Mr. Balwant. On the same day Ms. Reema made a promise to Mr. Sawant and executed in his favour an agreement to give effect to the stipulation. Ms. Reema failed to pay the stipulated sum. In an action against her by Mr. Sawant, she contended that since Mr. Sawant had not furnished any consideration, he has no right of action. Examining the provisions of the Indian Contract Act, 1872; decide, whether the contention of Ms. Reema is valid? Explain with suitable Arguments. (5)
 - (b) A coolie in uniform picks up the luggage of R to be carried out of the railway station without being asked by R and R allows him to do so. Examine whether the coolie is entitled to receive money from R under the Indian Contract Act, 1872. (5)