

GUJARAT TECHNOLOGICAL UNIVERSITY**MBA - SEMESTER-III • EXAMINATION – SUMMER 2013****Subject Code: 2830002****Date: 29-05-2013****Subject Name: Legal Aspects of Business****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)** State briefly the law relating to competence of parties to a contract. **07**
- (b)** What are quasi contracts ? Enumerate the quasi- contracts dealt with in sections 68 to 72 of the Indian Contract Act. **07**
- Q.2 (a)** What is meant by crossing ? Who can cross a cheque ? What are the different types of crossing ? **07**
- (b)** Write a short note on “ The consumer Disputes Redressal agencies “ **07**
- OR**
- (b)** Clearly differentiate between the contract of indemnity and contract of guarantee **07**
- Q.3 (a)** Define voluntary winding up of a company. Explain the types of voluntary winding up. **07**
- (b)** Explain the power and function of Central board for the prevention and control of air pollution. **07**
- OR**
- Q.3 (a)** State the items (Inventions) which are not patentable **07**
- (b)** Mentions the rules to regulate environmental pollution as per Environmental Protection Act, 1986 **07**
- Q.4 (a)** What do you mean by patent infringement and what are its remedies ? **07**
- (b)** Define contract of sale. Enlist the essentials of contract of sale **07**
- OR**
- Q.4 (a)** “ The memorandum of association is the fundamental law or charter defining the objects and limiting the powers of a company “ Explain **07**
- Q.4 (b)** Define the contract of agency and explain types of Agents. **07**
- 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)** Jolly, who got admission in a college, paid Rs. 20,000 towards, tuition fee, hostel fee and other charges, subsequently, he got admission in a government Engineering college, and therefore, demanded the refund of fees from the college. The college partly refunded the hostel fee and tuition fee and retained a major portion of the tuition fee. Jolly wants to file a complaint against the college for total refund of fees ? Will he succeed ? **07**

OR

- Q.5 (a)** Under the articles, the directors of a company had power to borrow up to Rs 1 crore without the consent of the general meeting. The directors themselves lent Rs 2 crores to the company without such consent and took debentures. **07**
- i) Is the company liable for Rs 2 crores ?
 - ii) If not, for what amount, if any , is the company liable ?
- (b)** A purchased a car for Rs 50,000 from B who had no title for it. A used the car for seven months when the true owner of the car spotted it and demanded it from A. **07**
- Can the true owner get back his car and can A recover the money from B or not ?
