

GUJARAT TECHNOLOGICAL UNIVERSITY
MBA– SEMESTER –IV–EXAMINATION – WINTER-2023

Subject Code:4549281

Date: 01-12-2023

Subject Name: Legal Aspects of Business

Time:02:30 PM TO 05:30 PM

Total Marks: 70

Instructions:

1. Attempt all questions.
2. Make suitable assumptions wherever necessary.
3. Figures to the right indicate full marks.
4. Use of simple calculators and non-programmable scientific calculators are permitted.

- Q.1 Define the following terms:** 14
1. Contract of Bailment
 2. Negotiable Instrument
 3. Prospectus
 4. What is the doctrine of ultra vires?
 5. Partnership Firm
 6. Trademark
 7. Patent
- Q.2(A) Explain the term contract in detail and also explain when contract will be a valid contract.** 07
- Q.2(B) What are the different types of contracts?** 07
- OR**
- Q.2(B) Define a company Meeting. Discuss the different kinds of Meetings.** 07
- Q.3(A) What are the provisions of the company's act 2013, regarding the mode of appointment of the directors of a company?** 07
- Q.3(B) Differentiate MOA and AOA of a company.** 07
- OR**
- Q.3(A) Who can be appointed as a trustee? What are the duties of a trustee?** 07
- Q.3(B) What is GST? What are its benefits and challenges in Indian economy?** 07
- Q.4(A) Write a note on various consumer dispute redressal agencies.** 07
- Q.4(B) Explain who is an unpaid seller. State his rights.** 07
- OR**
- Q.4(A) Explain the nature and scope of the environmental protection Act.** 07
- Q.4(B) Explain what is Cyber Crimes? Also give its remedies with possible examples** 07
- Q.5** Mr. Ram who deals in stocks & shares offered 55 shares of a company to Mr. Mahesh at a very good price. Mahesh considered it to be a very good deal and told Ram, "I am accepting your offer as I find it to be attractive offer, but I will give you my confirmation this evening." This is because Mahesh was concerned about mobilizing resources to buy the shares. Later in the day, he consulted a friend knowledgeable in stocks & shares. His friend told him that it was not the right time to buy the shares. Believing his friend, Mahesh changed his mind and called Ram in the evening. He told him that he was no longer

interested in buying the shares and abruptly ended the call. Ram managed to sell the shares next day for a price of Rs.25, 000, less than what he would have got from Mahesh. After this, Ram demanded Rs.25, 000 as damages for breach of contract. Mahesh said that there never was any contract.

Q.5(A) Decide and explain who is legitimately right and why? 07

Q.5(B) If there was a breach of trust, is there a remedy for Ram? Explain. 07

OR

Q.5(A) "A deceit which does not deceive is no fraud." Bring out the essence of the statement with examples. 07

Q.5(B) "A mere mental acceptance, not evidenced by word or conduct, is in the eyes of law, not an acceptance." Explain. 07
