

**MASTER OF BUSINESS ADMINISTRATION
SECOND SEMESTER
BUSINESS REGULATORY FRAMEWORK
MBA-208**

Duration : 3 hrs.

Full Marks: 70

Time : 20 min.

(PART-A: Objective)

Marks : 20

Choose the correct answer from the following:

1X20=20

1. Company may be termed as :
 - a. Legal person
 - b. Juristic person
 - c. Artificial person
 - d. All of the above
2. Lifting the corporate veil is not possible under statutory provisions in the event of :
 - a. Reduction of membership
 - b. Economic offence
 - c. Misrepresentation in the prospectus
 - d. Misrepresentation of name of company
3. A statement defining the constitution and objects of the company is known as :
 - a. Memorandum of Association
 - b. Prospectus
 - c. Articles of Association
 - d. Statement in lieu of prospectus
4. The Board of directors cannot appoint :
 - a. Nominee director
 - b. Additional directors
 - c. Casual director
 - d. Alternate directors
5. When does the Board call an Extraordinary General Meeting :
 - a. Whenever directors think fit
 - b. On the requisition of members
 - c. On the application of the Company Law Board
 - d. In all the above cases
6. Declaration of solvency is required in case of :
 - a. Members' voluntary winding up
 - b. Creditors' voluntary winding up
 - c. Compulsory winding up
 - d. None of the above
7. Which of the following is not an essential element of a valid contract :
 - a. Offer and acceptance
 - b. Free consent
 - c. Performance
 - d. Lawful object
8. Which of the following is not a valid contract :
 - a. Oral contract
 - b. Express contract
 - c. Implied contract
 - d. None of the above
9. An offer comes to an end :
 - a. By lapse of time
 - b. By death of offeror or offeree before acceptance
 - c. By revocation of the offer by the offeror
 - d. In all the above cases

10. To make an effective acceptance, which of the following requirements must be fulfilled :
- | | |
|--|------------------------------------|
| a. Acceptance must be absolute | b. Acceptance must be communicated |
| c. Acceptance must be in the prescribed manner | d. All of the above |
11. In which of the above cases, the agreement is void ab initio :
- | | |
|-------------|----------------------|
| a. Coercion | b. Bilateral mistake |
| c. Fraud | d. Misrepresentation |
12. Which of the following is not a basic requirement to form a valid contract of sale :
- | | |
|----------------------|----------------------------------|
| a. Two parties | b. Transfer of property in goods |
| c. Delivery of goods | d. Consideration in price |
13. Which of the following is not an implied condition in a contract of sale :
- | | |
|---------------------------------------|---|
| a. Condition as to quality or fitness | b. Condition as to marketable quality |
| c. Condition as to wholesomeness | d. Condition as to free from encumbrances |
14. A finder of lost goods can sell such goods :
- | | |
|---|--|
| a. If the owner cannot be found | b. If the goods are in danger of perishing |
| c. If lawful charges of the finder, in respect of the goods found, amount to two third of its value | d. In all the above cases |
15. Where the property in goods has passed to the buyer, which of the following is immaterial for an unpaid seller :
- | | |
|-----------|-------------------------|
| a. Lien | b. Stoppage in transit |
| c. Resale | d. Withholding delivery |
16. To be called an 'unpaid seller', the condition(s) to be satisfied is/are :
- | | |
|--|--|
| a. Goods have been sold and price is due | b. The buyer has not yet paid or tendered the full price |
| c. Bill of exchange received as payment but dishonored | d. All of the above |
17. A consumer is not to be called consumer, who :
- | | |
|-----------------------------------|---------------------------|
| a. Buys goods for resale | b. Buys goods for own use |
| c. Buys goods for self-employment | d. None of the above |
18. Which of the following is not a consumer right :
- | | |
|-------------------------|-----------------------|
| a. Right to information | b. Right to redressal |
| c. Right to lien | d. Right to be heard |
19. Which of the following is not a presumption about negotiable instrument :
- | | |
|------------------|--|
| a. Consideration | b. Absolute and good title to the transferee |
| c. Date | d. Stamp |

20. Presentation is required for :

- a. Acceptance
- c. Payment

- b. Sight
- d. Any of the three purposes

(PART-B : Descriptive)

Time: 2 HRS 40 MINS

Marks : 50

[Answer question no.(1) & any four (4) from the rest]

1. In the eye of law, 'a company is an artificial person '. Comment.
Write five characteristics of company. 10

2. a. Who can be a director? 2+4+4=10
b. What are the rights and liabilities of directors?

3. a. Define 'Offer'. 2+8=10
b. What are the rules as regards to offer ?

4. a. Distinguish between: 5+5=10
(A) Void agreement and voidable contract
(B) Conditions and warranties

5. a. How Sale and Agreement to sell is defined in the Sale of Goods Act? 2+2+6=10
b. What are the essentials of contract of sale of goods ?

6. Write short notes on: 5+5=10
(A) Doctrine of ultra vires
(B) Capacity of parties

7. a. What are the rights of a consumer provided under the Consumer Protection Act. 6+4=10
b. Discuss about the redressal machinery mentioned in the Act.

8. a. Mention the name of the instruments specifically mentioned in the Negotiable Instrument Act, 3+7=10
b. What are the essentials of a promissory note?

= = *** = =