

Printed Pages : 4



NMBA022

(Following Paper ID and Roll No. to be filled in your Answer Book)

PAPER ID : 270225

Roll No.

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M. B. A.

(SEM. II) THEORY EXAMINATION, 2014-15
BUSINESS LAWS

Time : 3 Hours]

[Total Marks : 100

Note : Attempt questions as per instructions given in each section.

SECTION - A

- 1 Attempt any four. Answer in 50-75 words only. **5×4=20**
- (a) In which negotiable instrument “Presentment for sight” is necessary ?
 - (b) Explain the term “e-commerce” with reference to IT Act, 2000.
 - (c) Define Ascertained Goods.
 - (d) “All contracts are agreements, but all agreements are not contracts”. Discuss
 - (e) Define contingent contract and Quasi contract.
 - (f) Explain the law relating to Appeals and Penalties under RTI Act, 2005.

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[Contd...

SECTION - B

- 2** Read out the case carefully and answer **15×2=30** the given questions :

‘X’ Limited of India, is the leading company, in manufacturing and distributing computers through out the country. The company obtained the ‘Internet Vendor’s website’ in United States of America. The server is located in United States of America. The website is mainly used for identifying the customers and selling computers through the globe. A buyer from any part of the world can go through the details of computers on the website, and decide which type of computer should be bought.

After having decided, the buyer can place an order for computer by visiting the website and by providing the information requested to enter the transaction. At the same time the buyer’s authorization and credit card number is routed on the digital highway to the bank. After closing the deal the digital information will generate physical distribution order to transport the computer to the address of the buyer. The buyer acknowledges the physical delivery of the computers.

You are required to discuss the issue as to :

- (a) Does the server constitute a place of business ?
- (b) What would happen if the vendor’s server is in the state of the buyer ?

SECTION - C

Attempt all questions from this section. **10×5=50**

- 3** According to Companies Act 1956, how directors of a company are appointed and what are their powers and duties ?

OR

What are void agreements and void contract ? Is the party who has received some benefit under a void contract bound to restore it to the other party ?

- 4** Define partnership. What are its essential characteristics ? State the difference between a 'partnership' and a 'firm'.

OR

What is digital signature ? What are the provisions under the IT Act for the same ? Explain.

- 5** What are the various modes of dissolution of partnership ? Discuss in detail the ground on which court may dissolve firm.

OR

What is the difference between sale and agreement to sell ? What is the effect of destruction of goods ?

- 6** Define a negotiable instrument. Can a promissory note be made payable to bearer ?

OR

What do you understand by 'contract of sale' ? How agreement to sell is different from the sale ?

- 7** Define the term bailment and briefly state the rights and duties of bailor and bailee.

OR

Explain the term "e-commerce" and "e-governance" with reference to Information Technology Act, 2000.
