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Total No. of Pages : 02

Total No. of Questions : 17

**M.Com. (2018 Batch) (Sem.-1)**  
**LEGAL ASPECTS OF BUSINESS**  
Subject Code : MCOP-105-18  
Paper ID : [75337]

Time : 3 Hrs.

Max. Marks : 60

**INSTRUCTIONS TO CANDIDATES :**

1. SECTION-A contains EIGHT questions carrying TWO marks each and students has to attempt ALL questions.
2. SECTIONS-B consists of FOUR Subsections : Units-I, II, III & IV. Each Subsection contains TWO questions each carrying EIGHT marks each and student has to attempt any ONE question from each Subsection.
3. SECTION-C is COMPULSORY and consist of ONE Case Study carrying TWELVE marks.

**SECTION-A****Write short notes on :**

1. Breach of contract
2. Revocation and renunciation
3. Conditions and warranties
4. Noting and protest
5. Features of companies
6. Prospectus
7. Restrictive trade practices
8. Digital signature certificate

**SECTION-B****UNIT-I**

9. What is the nature and elements of a valid contract? Explain various provisions relating to discharge of contract.
10. Define creation of agency. Discuss the types of agents. Also explain the rights, duties and liabilities of agent.

**UNIT-II**

11. What are the types of negotiable instrument act, 1881? Discuss the liability of parties on negotiable instrument.

12. Explain the essentials of a contract of sale. Briefly discuss the formalities of a contract of sale.

### UNIT-III

13. Discuss various types of companies act, 2013. Explain the concept of memorandum of association (MOA).
14. Write a detailed note on foreign exchange management act, 2000.

### UNIT-IV

15. What is consumer dispute? Discuss the rights of consumers. Also explain consumer dispute redressal agencies in detail.
16. Define patent act. Discuss the conceptual understanding of patents. Differentiate between trademarks, copyrights and patents.

### SECTION-C

#### 17. Case Study :

Mr. C.N. Anantharam vs. Fiat India Ltd.

On 31st October, 2002, the Mr. C.N. Anantharam herein purchased a Fiat Siena Weekender diesel vehicle from M/s Sundaram Automobiles, Bangalore, the common Respondent in all these three Special Leave Petitions and agent of M/s Fiat India Ltd., the manufacturer of the said vehicle. Mr. C.N. Anantharam paid a sum of Rs. 7, 69, 187/- towards the Ex-showroom price of the vehicle, together with a sum of Rs. 56, 537/- towards lifetime road tax and Rs. 28, 964/- as insurance. The vehicle was duly registered in the name of the Mr. C.N. Anantharam on 25th November, 2002, when the vehicle was delivered.

According to the Mr. C.N. Anantharam, immediately after registration of the vehicle, it was taken out for a drive when certain defects, particularly in the engine, began to manifest themselves. The same day, the Mr. C.N. Anantharam left the vehicle with the dealer for removing the defects. On the very same day, the Respondent No.2, M/s Sundaram Automobiles, wrote back to the Mr. C.N. Anantharam stating that the vehicle was in good condition and the noise was on account of the operational characteristics of the engine. Thereafter, on several occasions, Mr. C.N. Anantharam left the vehicle with the agent and various parts, including the engine itself, were completely replaced. Mr. C.N. Anantharam, however, was not satisfied with the performance of the vehicle and came to the conclusion that the vehicle had inherent defects and could not be repaired. He, accordingly, insisted that the vehicle be replaced with a new vehicle or the amount paid by him as sale price be refunded, together with expenses incurred in trying to rectify the defects in the vehicle. Mr. C.N. Anantharam had not got any response from the car dealer.

**Ques: 1:** In your opinion, Mr. C.N. Anantharam should sue dealer or car manufacturer?

**Ques: 2:** Under which act Mr. C.N. Anantharam should sue dealer and car manufacturer?