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Bachelor of Financial and Investment Analysis

Question Paper (NS)
(2011 onwards)

Semester - II



[This question paper contains 2 printed pages.]

Sr. No. of Question Paper : 147

Roll No.....

Unique Paper Code : 101201

Name of the Course : Bachelor of Financial and Investment Analysis

Name of the Paper : Legal Aspects of Business I

Semester : II (2014)

Duration : 3 Hours

Maximum Marks : 75

Instructions for Candidates

1. Write your Roll No. on the top immediately on receipt of this question paper.
2. Attempt all questions from Part A and Part B and any four questions from Part C.
3. Quote the decided cases.

PART A

State whether the following statements are True or False with reasons.

1. Only a contract in writing is a valid contract.
2. Offer terminates when the acceptance is not given in the mode prescribed.
3. A minor cannot buy shares of a company.
4. A person ignorant of criminal law can commit criminal offence.
5. A contract is voidable when there is a unilateral mistake.
6. A marriage bureau can charge commission for fixing an alliance as per the specifications of the client.
7. Sharing of profits and losses is the conclusive test for existence of Partnership.
8. The registration of Partnership is a statutory compulsion.
9. The contract of sale of goods come into existence only when the delivery of goods is made.

P.T.O.

10. A contract of guarantee presupposes the existence of liability enforceable by law. (2×10=20)

PART B

1. A sent a letter of offer on 15th March 2014 which reaches B on 18th March 2014. A revokes the offer over a telephonic conversation on 20th March, 2014. Do you think the revocation is valid ?
2. Mr Z owes Rs. 200000/ to Mr. X. Mr. X did not file the suit within the limitation period. But Z promises in writing to pay the debt and later refuses to abide by the promise. Can Mr. X recover the debt ?
3. A Maruti Dealer offers a new car in exchange of a old car. The differential amount was payable in cash. Decide whether there is sale of goods.
4. Raghav agrees to be surety of Raveesh who owed Rs. 2,00,000/ to Laxman. Without consulting Raghav Raveesh extended the period of repayment of loan. State whether Raveesh is liable as a surety ?
5. An agent forged the signature of the principal in his dealings with the third party. Can the Principal ratify such an act of the agent ? (3×5=15)

PART C

1. Define Offer. When does an offer become a promise ? Discuss the legal rules of a valid offer.
2. "An agreement entered with a minor is absolutely void" Do you agree with this statement? Discuss in detail the effects of an agreement with a minor.
3. Define "Partnership". Explain the salient features of "Partnership".
4. Define "Sale" under the "Sale of Goods Act 1930". Discuss about the essential features of contract of "Sale of Goods".
5. Distinguish between :
 - (a) Undue Influence & Coercion
 - (b) Unilateral & Bilateral Mistake
 - (c) Bailment & Pledge

(10×4=40)

(100)