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TERM END EXAMINATION – DECEMBER, 2018

Diploma in Management (DIM)

2015 – 2016 Syllabus

DIM-08: Legal Aspects of Business

Time – 3 Hours

Full Marks – 100

Answer all questions from 'Group-A', any four questions from 'Group-B', any four questions from 'Group-C' and any two questions from 'Group-D'

Group-A

1. Answer all the questions

(1x10=10 Marks)

- i. A specific offer can be accepted by
 - a) any person
 - b) any friend of offerer
 - c) the person to whom it is made
 - d) any friend of offeree
- ii. An agreement with or by minor is:
 - a) void
 - b) voidable at the option of the minor
 - c) voidable at the option of the other party
 - d) valid
- iii. A quasi contract
 - a) is a contradiction
 - b) as a void agreement
 - c) creates only legal obligation
 - d) is none of these
- iv. A person who finds good belonging to another and takes them into his custody, is subject to the same responsibility as a
 - a) bailee
 - b) true owner
 - c) bailor
 - d) pledge
- v. In a sale, the property in goods
 - a) is transferred to the buyer
 - b) is yet to be transferred to the buyer
 - c) may be transferred at a future time
 - d) is transferred when goods are delivered to the buyer
- vi. Law of contract is:
 - a) not the whole of agreements nor is it the whole law of obligations
 - b) the whole law of agreements
 - c) the whole law of obligations
 - d) none of the above
- vii. An agreement is a voidable contract when it is:
 - a) enforceable if certain conditions are fulfilled
 - b) enforceable bylaw at the option of the aggrieved party
 - c) enforceable by both parties

- d) not enforceable at all
- viii. An agreement not enforceable by law is said to be
- | | |
|-------------|------------------|
| a) void | c) valid |
| b) voidable | d) unenforceable |
- ix. A contract is
- | | |
|---|----------------------------------|
| a) a legal obligation | c) consensus ad idem |
| b) an agreement plus a legal obligation | d) agreement plus a legal object |
- x. Which of following result in an offer
- declaration of intention
 - an invitation to offer
 - an advertisement offering reward to anyone who finds lost dog
 - an offer made in a joke

Group-B

2. Write notes on any four from the following (each within 50 words). (5x4= 20 Marks)

- | | |
|------------------|--------------------------|
| a) Contract | d) Discharge of contract |
| b) Agreement | e) Free consent |
| c) Unpaid seller | f) Quasi contract |

Group-C

3. Answer any four questions (each within 200 words). (10x4=40 Marks)

- What do you mean by 'offer' and 'acceptance'? When is the acceptance of an offer complete? Give examples.
- What is capacity to contract? Who are regarded as incompetent by law to enter in to a contract?
- How void contract is different from voidable contract? Explain with example.
- Write the differences between implied and expressed contract with example.
- What do you mean by unfair trade practices as per the Consumer Protection act? How to protect the interest of the consumer?
- Discuss is the functions of the National Consumer Dispute Redressal Commission.

Group-D

4. Answer any two questions (each within 250 words). (15x2=30 Marks)

- What were the objects of passing the Consumer Protection Act, 1986? Explain the rights of consumer according to this act.
- When a seller of goods deemed to be an unpaid seller? What are his rights? Elaborate with suitable examples.
- Discuss the essential elements of a valid contract as per the Indian Contract Act.
- Differentiate between sale and agreement to sell. Explain the nature of a contract of sale of goods.