

MBA, SEM III, 2014
CORPORATE LEGAL ENVIRONMENT
PAPER CODE: MBA-302
PAPER ID: [C-1170]

Time Allowed: 3 Hours

Maximum Marks: 60

Section-A

Note: Attempt any 4 questions from this section. (5X4=20)

1. Explain the rule 'no consideration, no contract'. Are there any exceptions to this rule?
2. Write note on different types of mercantile agents.
3. Discuss the difference between transfer of property and possession.
4. What do you understand by the memorandum of association? What is its purpose?
5. What do you mean by a director? Briefly discuss the provisions of the Companies Act, regarding removal of directors of a company.
6. Discuss the basic features of central excise tax.

Section-B

Note: Section-B consists of 4 subsections. Each subsection consists of 2 questions. It is compulsory to attempt one question from each subsection. Each question carrying 8 marks.

Unit-1

1. Discuss the position of a minor with regard to the contract entered into by him.
2. What are the remedies available to an aggrieved party on the breach of contract? Discuss the damages awarded for the breach of contract.

Unit-II

3. Who is unpaid seller? Discuss his rights against-(a) the goods and (b) the buyer personally.
4. Explain the term dishonor of cheques. Discuss the liability of banker and drawer for the dishonor of cheques.

Unit-III

5. Discuss the doctrine of lifting of corporate veil with related case laws.
6. Explain the provisions under Companies Act regarding of the annual general meeting. What remedy is available where company makes default in holding annual general meeting?

Unit-IV

7. Discuss the basic constitutional framework of taxation under Indian legal system.

8. What do you mean by tax? Distinguish between direct and indirect taxes. Discuss their relevant merits and demerits.

Section - C

Note: Section C consist one case study of 8 marks

Case:

The object clause of the Memorandum of Association of LSR Private Ltd., Lucknow authorized to do trading in fruits and vegetables. The company, however, entered into a partnership with Mr. J and traded in steel and incurred liabilities to Mr. J. The company, subsequently refused to admit the liability to J on the ground that the deal was 'Ultra Vires' the company.

Case Question

Examine the validity of the company's refusal to admit the liability to J. Give reasons in support of your answer.

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