

Name:  
Enrolment No:



**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**  
**End Semester Examination, May 2019**

**Course: Corporate Legal Environment**

**Semester: 4<sup>th</sup> Sem.**

**Course Code: HRES 8002**

**Programme: MBA (General)**

**Time: 03 Hours**

**Max. Marks: 100**

**Instructions: Attempt all the sections.**

**SECTION A**

Q.1.	Furnish requisite information, fill up the blanks, say "Yes/No" (Any 10) <b>Total marks 20</b>	Marks	CO
1	What is foreign exchange as per section 2(n) of foreign exchange management Act, 1999.	2	CO1
2	What is voidable contract as per contract Act, 1872	2	CO2
3	What are goods as per sale of goods Act, 1930	2	CO1
4	Define 'Partnership' as per Indian partnership Act, 1932	2	CO2
5	Who can be a 'complainant' as per section 2(b) of consumer protection Act, 1986	2	CO2
6	What is promissory note as per Negotiable instruments Act, 1881	2	CO1
7	Which are the works in which copyright subsists as per copyright Act, 1957.	2	CO1
8	Any 2 objectives of Trademarks Act, 1999.	2	CO3
9	Who can seek patent under patents Act, 1970	2	CO3
10	Companies with charitable objectives are formed under section ..... of companies Act, 2013.	2	CO2
11	What does 'wager' mean under law of contracts.	2	CO1
12	Is partner an agent of the firm? Yes/No. (Section ....., Indian partnership Act, 1932)	2	CO2

**SECTION B**

Q2	Attempt any four questions. Each questions carries 5 marks. <b>Total marks 20</b>	Marks	CO
1	Essentials of a contract	5	CO1
2	Meaning of copyright in case of literary, dramatic or musical work	5	CO3
3	Differences between promissory note and bill of exchange.	5	CO1
4	Dissolution of partnership (S.42 of the Act)	5	CO4
5	What is certification of trademarks?	5	CO1

**SECTION-C**

Q3	Attempt any five questions. Each questions carries 6 marks. <b>Total marks 30</b>	Marks	CO
1	What are rights of unpaid seller under sale of goods Act, 1930	06	CO4
2	What are patentable inventions under section 2(J) of patents Act, 1970 what are ingredients of inventions.	06	CO2
3	What are main features of a company under companies act, 2013.	06	CO3
4	Consumer disputes redressal agencies (Section 9 of consumer protection Act) 1986.	06	CO4
5	How a contract is discharged. Which agreements (any 3) are against public policy.	06	CO2
6	What are objectives of Foreign exchange management Act, 1999. How to deal with foreign exchange as per section 3 of the said Act.	06	CO4

**SECTION-D**

Q4	Explain following 5 Judgements of supreme court of India/High Courts. <b>Total marks 30</b>	Marks	CO
1	Differences between contract of sale and agreement to sell (ARIHANT UDHYOG versus state of Rajasthan (2017) 8 SCC 22	10	CO4
2	Goodwill is also property of partnership firm, Ganpat Rai Versus Abnash Chander. AIR 1973 J&K 74	10	CO2
3	Which agreement is lawful, Tarsem Singh Versus Sukhminder Singh AIR 1998 SCC 1401	10	CO2
4	Can any aggrieved approach High Court instead of national consumer disputes redressal commission against the order of state commission. R.Jaivel Versus State of Tamil Nadu AIR 2006 Mad 215	10	CO4
5	Complaint against signatory of a cheque who signed as Director of company in absence of company being arraigned as accused under S. 138/141 of Negotiable instrumats Act, 1881. What were observation of supreme court in this case. (Aneeta Hade Versus Godfather travels tours Pvt. Ltd. (2012)5 SCC 661.	10	CO3

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**Course Code: HRES 8002**  
**Programme: MBA (General)**  
**Time: 03 Hours**  
**Instructions: Attempt all the sections.**

**Max. Marks: 100**

**SECTION A**

Q.1.	Furnish requisite information, fill up the blanks, say "Yes/No" (Any 10) <b>Total marks 20</b>	Marks	CO
1	What is Void Contract as per Contract Act, 1872?	2	CO1
2	What is Bills of Exchange as per Negotiable Instrument Act, 1881?	2	CO2
3	Whether Deposits/Credits are included in the definition of Foreign Currency under FEMA 1999.	2	CO1
4	Who is the author as per section 2(d) of Copyright Act, 1957 in relation to cinematograph Film?	2	CO2
5	Trademark Act 1999, is far better protection of .....	2	CO2
6	Which are the ingredients of inventions as per Patents Act, 1970?	2	CO1
7	Define 'Partnership' as per section 4 of Indian Partnership Act, 1932.	2	CO1
8	Agreement on restraint of trade is.....(Sec. 27 Indian Contract Act,1872)	2	CO3
9	Which lays down objects of the Company under Companies Act, 2013 (Memorandum Sec.4 or Article of Association Sec.5)	2	CO3
10	What is CSR under Section 135 of Companies Act, 2013?	2	CO2
11	What is the main object of Consumer Protection Act, 1956?	2	CO1
12	If goods purchased suffer from any defect, can you go to Consumer Forum. (Yes/No)	2	CO2

**SECTION B**

Q2	Attempt any four questions. Each questions carries 5 marks. <b>Total marks 20</b>	Marks	CO
1	Differentiate between Bills of exchange and Cheque.	5	CO1
2	Difference between Mistake and misrepresentation in a Contract.	5	CO3
3	Consumer disputes Redressal agencies.	5	CO1
4	Rights of partners in conduct of business Section 12 of the Act.	5	CO4
5	Constitution of Copyright Board Section 11 of the Act.	5	CO1

**SECTION-C**

Q3	Attempt any three questions. Each questions carries 10 marks. <b>Total marks 30</b>	Marks	CO
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1	What are functions of FEMA (Foreign Exchange Management Act, 1999? How to deal foreign exchange as per Section 3 of the Act? What does foreign exchange include?	10	CO4
2	Unlawful Agreement /various disadvantages of Contract and contract of guarantee under contract act 1872	10	CO2
3	Suits for breach of Contract (Sec 55 to 61 of Sales of Goods Act, 1930)	10	CO3
4	Which 10 functions have to be performed by Companies under their Corporate Social responsibility ( Sec 135 Companies Act, 2013). What is Share and Debenture?	10	CO4
<b>SECTION-D</b>			
Q4	Explain following 5 Judgements of supreme court of India/High Courts. <b>Total marks 30</b>	<b>Marks</b>	<b>CO</b>
1	Goodwill is also property of partnership firm, Ganpat Rai Versus Abnash Chander. AIR 1973 J&K 74	10	CO4
2	Which agreement is lawful, Tarsem Singh Versus Sukhminder Singh AIR 1998 SCC 1401	10	CO2
3	Whether express authority needed by a partner for compromising any claim AIR 1982 Mad 326 (Ramchand Lekhraj Versus V S Narayanswamy)	10	CO2
4	Necessary ingredients of Sale AIR 1956 Section 560 State of Madras Versus Gannon Dunkerley	10	CO4
5	Can any aggrieved approach High Court instead of National Consumer Disputes redressal commission against the order of state commission AIR 2006 Mad 215 R Jaivel Versus State of Tamilnadu.	10	CO3