

Register No.: Name.:

SAINTGITS COLLEGE OF ENGINEERING (AUTONOMOUS)

(AFFILIATED TO APJ ABDUL KALAM TECHNOLOGICAL UNIVERSITY, THIRUVANANTHAPURAM)

**FIRST SEMESTER MBA DEGREE EXAMINATION (Regular), FEBRUARY 2022
(2021 Scheme)****Course Code :** 21MBA115**Course Name:** LEGAL SYSTEMS FOR BUSINESS**Max. Marks :** 60**Duration: 3 Hours****PART A***(Answer all questions. Each question carries 2 marks)*

1. Explain the concept 'Quasi Contract'.
2. illustrate how the "Doctrine of Ultra Vires" acts as safeguard for investors and creditors of a company.
3. List the types of partners in a partnership establishment
4. State the core idea of Consumer Protection Act (1986)
5. Identify the situations under which strikes are considered illegal according to Industrial Dispute Act

PART B*(Answer any 3 questions. Each question carries 10 marks)*

6. Explain the instructions of Indian Contract Act with respect to prerequisites for a valid contract.
7. Analyze the purpose and clauses of Memorandum of Association.
8. Examine the Information Technology Act and assess the utility of this Act in controlling cybercrimes.
9. Discuss about the rights, liabilities for both buyers and sellers as mandated by Sale of Goods Act.
10. Evaluate the various employee safety and health measures specified by the Factories Act.

PART C*(Compulsory question, the question carries 20 marks)*

11. Gokul Engineering works specializes in the installation of heating and air conditioning equipment in a metropolitan city with a population of around 1 million people. Although the company usually installs nationally known equipments, it engages in limited manufacturing of certain components needed for commercial installation. Since it was established some forty years ago, the company has earned a reputation for quality work.

Mr. Pradeep has been associated with the company as a sales representative for two years. During this period, he believes that the company has missed a number of opportunities to obtain lucrative contracts because of the conditions under which he is forced to operate. Particularly in the case of commercial installations, he does not have the authority to make any decision or commitments during preliminary contract negotiations. He has to postpone

discussion of price, completion time and credit terms until after each of the technical experts in these areas has studied the job and made formal commitments. By this time some competing firms already completes negotiations and gets the contract. Pradeep considers this as a continuing problem and feels bad.

a) Can Pradeep commit to the buyers on a particular price, completion time and credit terms so as to hold buyers? Should the company fulfill the commitments made by Pradeep to the buyers at the time of installation – Justify your answer with provisions of the Indian Contract Act. **Marks (10)**

b) Discuss the probable actions that can be taken by the company in tackling situations faced by sales representatives like Pradeep. **Marks (10)**
