



**MBA108 / 2016 -17**

**BRAINWARE UNIVERSITY**  
**Course – MBA**  
**Commercial and Industrial Law (MBA 108)**  
**(Semester – 1)**

**Time allotted: 3 Hours**

**Full Marks : 70**

[The figure in the margin indicates full marks. Candidates are required to give their answers in their own words as far as practicable.]

**Group-A**  
**(Multiple Choice Questions)**

**Choose the correct answer from the given alternatives of the following: 1x10=10**

Q.1. The Contract is defined as an agreement enforceable by law is coming under which section of The Contract Act?

- a) Sec 2 (e)
- b) Sec 2 (h)
- c) Sec 2 (a)
- d) Sec 2 (f)

Q.2. Minimum number of members in case of public company as per Companies Act, 1956

- a) 1
- b) 2
- c) 5
- d) 7

Q.3. Contract made by one minor is

- a) Void.
- b) Voidable.
- c) Illegal.
- d) Valid.

Q.4. Maximum no. of members in case of private company as per Companies Act, 1956 is

- a) 50
- b) 100
- c) 150
- d) 200

Q.5. Maximum no of members in case of public company as per Companies Act, 1956 is

- 1) 0
- b) unlimited
- c) 50
- d) 100

Q.6. When consent to an agreement is caused by coercion, fraud or misrepresentation, the agreement is:

- (a) Valid
- (b) void
- (c) Voidable at the option of a party whose consent was so caused
- (d) Partially void

Q.7. A offers to sell his car for Rs. 50000. B says he would buy it for Rs 40000. This is a case of

- (a) Cross offer.
- (b) Counter offer.
- (c) Implied offer.
- (d) Express offer.

Q.8. A minor can be

- (a) A partner in a firm.
- (b) An agent.
- (c) An agent.
- (d) None of these

Q.9. A contract to sell the property by a minor through guardian is:

- (a) Void (b) Voidable (c) Valid

Q.10. The ESI Act was published in the year

- (a) 1930 (b) 1948 (c) 1965 (d) 1881

**Group – B**  
**(Short Answer Type Question)**  
**Answer any three questions**

**3 x 5 = 15**

1. Explain exceptions to the rule “No consideration no contract”.
2. Explain types of consideration.
3. Explain Memorandum of Association.
4. Explain Public Limited and Private Limited Companies with examples.
5. Differentiate in between Coercion and Undue Influence.

**Group – C**  
**(Long Answer Type Question)**  
**Answer any three questions**

**3 x 15 = 45**

1. Explain essential characteristics of a valid contract. In this context justify the statement “All contracts are agreements but all agreements are not contracts”.
2. Explain in details procedure of formation of a company.
3. Explain Health and Welfare provisions under The Factories Act, 1948.
4. a) Explain ESI provisions applicable to employer & employees. 8+7  
b) A, a minor, entered into a contract for borrowing a sum of Rs. 40000. The lender paid him a sum of Rs. 18000 as an advance payment. A executed mortgage of property in favour of the lender. Can this mortgage valid?
5. Explain types and classification of shares.