Roll No. ....

Total No. of Questions – **7** | Total No. of Printed Pages – **4**

Time Allowed – **3** Hours | Maximum Marks – **100**

BRS

Answers to questions are to be given only in English except in the case of candidates who have opted for Hindi Medium. If a candidate has not opted for Hindi medium, his answers in Hindi will not be valued.

Question No. **1** is compulsory.

Attempt any **five** Questions from the remaining **six** Questions.

Marks

1. (a) Mr. D started "Self-Service" system in his shop. Mr. A entered the shop, took a basket and after taking article of his choice into the basket reached the cashier for payments. The cashier refused to accept the price. Can Mr. D be compelled by Mr. A to sell the said article ? Decide. **5**

   (b) Explain the provisions relating to powers and functions of an inspector under the Payment of Bonus Act, 1965. **5**

   (c) State with the reasons whether the following statements are correct or incorrect :

   (i) Issue of debenture with voting rights is not permissible. **2**

   (ii) If a registerable charge is not registered, the debt is not recoverable. **3**

   (d) State suggested guidelines to handle communication ethics dilemmas. **5**

Marks

2. (a) X is employed in ABC Ltd., a seasonable establishment. The factory was in operation for four months during the financial year 2010-11. X was not in continuous service during this period. However, he has worked for sixty days. Referring to the provisions of the Payment of Gratuity Act, 1972 decide whether X is entitled to gratuity payable under the Act. Would your answer be the same in case X works for 100 days ? **4**

(b) Distinguish between "Negotiability" and "Assignability". **4**

(c) Can a company limited by shares or guarantee and having share capital reduce its share capital ? **4**

(d) Distinguish between 'Moral' and 'Ethics'. **4**

3. (a) Discuss in detail the guidelines for managing ethics in workplace. **8**

(b) To remove the Managing Director, 49% members of A Ltd. submitted requisition for holding extra-ordinary general meeting. The company failed to call the said meeting and hence the requisitionists held the meeting. Since the Managing Director did not allow the holding of meeting at a registered office of the company, the said meeting was held at some other place and a resolution for removal of the Managing Director was passed. Examine the validity of the said meeting and resolution passed therein in the light of the Companies Act, 1956. **4**

(c) K is the wife of A. She purchased a saree on credit from B. B demanded the amount from A. A refused to make the payment. B filed a suit against A for the same amount. Decide in the light of provisions of the Indian Contract Act, 1872 whether B would succeed. **4**

Marks

4. (a) Discuss various steps required for e-filing. 8

(b) What do you understand by 'Quasi-Contract' ? Discuss. 4

(c) Define material alteration under The Negotiable Instruments Act, 1881 and give examples. 4

5. (a) What do you understand by "Lease deed" ? Draft a lease deed assuming necessary facts. 8

(b) Article of a public company clearly stated that Mr. L will be the Solicitor of the company. The company in its general meeting of the shareholders resolved unanimously to appoint Mr. M in place of Mr. L as the Solicitor of the company by altering the articles of association. State with reasons, whether the company can do so ? If L files a case against the company for removal as a Solicitor, will he Succeed ? 4

(c) XYZ Ltd. issued a prospectus inviting the public for subscription of its equity shares stating in it that company possesses good financial health and paying dividends to its equity shareholders consistently and regularly @ 20 percent over the last five years. The fact was, company was running in loss since last three years and it was paying dividends to its shareholders out of accumulated profits. Mr. Amit read the prospectus and bought 500 shares from the company. Discovering the mis-statement made by the company in the prospectus, he wants to rescind the contract and claim the damages from the company. 4

Referring the provisions of The Companies Act, 1956, decide, whether Mr. Amit will succeed.

Marks

6. (a) K Ltd. was in the process of incorporation. Promoters of the company signed an agreement for the purchase of certain furniture for the company and payment was to be made to the suppliers of furniture by the company after incorporation. The company was incorporated and the furniture was received and used by it. Shortly after incorporation, the company went into liquidation and the debt could not be paid by the company for the purchase of the above furniture. As a result supplier sued the promoters of the company for the recovery of money. **8**

Examine whether promoters can be held liable for the payment under the following situations :

(i) When the company has already adopted the contract after incorporation ?

(ii) When the company makes a fresh contract with the suppliers in substitution of pre-incorporation contract ?

(b) What is "critical thinking" ? Define. **4**

(c) Explain five sources of ethical standards. **4**

7. Answer any **four** of the following :

(a) State reasons for selecting "oral mode of communication". **4**

(b) "Corporate governance is about promoting corporate fairness." Discuss. **4**

(c) Discuss various elements that can be used to describe or influence organizational culture. **4**

(d) Explain the Employees' Deposit Linked Insurance (Amendment) Scheme, 2011 under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. **4**

(e) Discuss the concept of "Healty Competition" and "Protecting Consumer's Interest". **4**
