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NOIDA INSTITUTE OF ENGINEERING AND TECHNOLOGY, GREATER NOIDA

(An Autonomous Institute Affiliated to AKTU, Lucknow)

MBA (Integrated)

SEM: V - THEORY EXAMINATION (2024- 2025)

Subject: Legal Aspects of Business

Time: 2.5 Hours

Max. Marks: 60

General Instructions:

IMP: Verify that you have received the question paper with the correct course, code, branch etc.

1. This Question paper comprises of three Sections -A, B, & C. It consists of Multiple Choice Questions (MCQ's) & Subjective type questions.

2. Maximum marks for each question are indicated on right -hand side of each question.

3. Illustrate your answers with neat sketches wherever necessary.

4. Assume suitable data if necessary.

5. Preferably, write the answers in sequential order.

6. No sheet should be left blank. Any written material after a blank sheet will not be evaluated/checked.

SECTION-A

15

1. Attempt all parts:-

- 1-a. An essential element of an offer is _____. (CO1, K1) 1
- (a) It must be communicated
- (b) It can be ambiguous
- (c) It can be silent
- (d) It need not express intent
- 1-b. Contingent contract stands for _____. (CO2, K1) 1
- (a) A contract dependent on an uncertain event
- (b) A contract with fixed obligations
- (c) A contract requiring no conditions
- (d) A contract enforceable without conditions
- 1-c. The primary feature of a contract of sale is _____. (CO3, K1) 1
- (a) Transfer of services
- (b) Transfer of ownership
- (c) Transfer of goods
- (d) Transfer of property rights
- 1-d. The objective of the Consumer Protection Act, 1986 is _____. (CO4, K1) 1
- (a) To promote consumer goods
- (b) To protect consumer rights
- (c) To restrict businesses

(d) To regulate exports	
1-e. The minimum number of partners required to form an LLP are _____. (CO5, K1)	1
(a) Two	
(b) Three	
(c) Four	
(d) One	
2. Attempt all parts:-	
2.a. Define consideration in a contract. (CO1, K1)	2
2.b. Define agent. (CO2, K1)	2
2.c. Define the term "goods" under the Sale of Goods Act. (CO3, K1)	2
2.d. Mention two reasons leading to the winding up of a partnership. (CO4, K1)	2
2.e. Identify two purposes of cyber security laws. (CO5, K1)	2
SECTION-B	15
3. Answer any <u>three</u> of the following:-	
3-a. Differentiate between a contract and an agreement. (CO1, K4)	5
3-b. Explain the rights of a Pawnee in a pledge. (CO2, K2)	5
3-c. Discuss the rights of an unpaid seller against the goods and the buyer. (CO3, K4)	5
3-d. Explain different levels of grievance redressal machinery and their jurisdiction. (CO4, K2)	5
3-e. Discuss the objectives and scope of cyber security laws in India. (CO5, K4)	5
SECTION-C	30
4. Answer any <u>one</u> of the following:-	
4-a. The Indian Contract Act 1872 is a law that prescribes the rules and principles governing contracts in India. Comment. (CO1, K5)	6
4-b. Discuss the various remedies available for a breach of contract under the Indian Contract Act. (CO1, K4)	6
5. Answer any <u>one</u> of the following:-	
5-a. Discuss the duties and responsibilities of the bailee in a bailment contract. (CO2, K4)	6
5-b. Elaborate on the types of lien available under the Indian Contract Act 1872 with examples. (CO2, K4)	6
6. Answer any <u>one</u> of the following:-	
6-a. Examine the distinguishing features between a contract of sale and an agreement to sell. (CO3, K4)	6
6-b. Highlight the remedies available to an unpaid seller under the Sale of Goods Act. (CO3, K1)	6
7. Answer any <u>one</u> of the following:-	
7-a. Discuss the salient features of consumer protection act 1986. (CO4, K4)	6

- 7-b. Highlight the detailed process for incorporating a partnership and the documents required. (CO4, K1) 6
8. Answer any one of the following:-
- 8-a. Analyze the objectives of cyber security laws in protecting digital transactions. (CO5, K4) 6
- 8-b. Explain the significance of Personal Data Protection Act, 2019. (CO5, K2) 6

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