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NOIDA INSTITUTE OF ENGINEERING AND TECHNOLOGY, GREATER NOIDA

(An Autonomous Institute Affiliated to AKTU, Lucknow)

MBA - IEV

SEM: IV - THEORY EXAMINATION (2024 - 2025)

Subject: Legal Aspects of Business and Start-Up Laws

Time: 3 Hours

Max. Marks: 100

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, &amp; C. It consists of Multiple Choice Questions (MCQ's) &amp; 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**

20

1. Attempt all parts:-

1-a. \_\_\_\_\_ are damages calculated in the context of a breach of contract. (CO1, K1) 1

- (a) Punitive damages
- (b) Liquidated damages
- (c) Nominal damages
- (d) Compensatory damages

1-b. \_\_\_\_\_ is the legal age for a person to have the capacity to enter into a contract in many jurisdictions. (CO1,K2) 1

- (a) 16 years
- (b) 18 years
- (c) 21 years
- (d) 25 years

1-c. According to the Sale of Goods Act, when does the property in goods pass from the seller to the buyer? (CO2, K2) 1

- (a) At the time of offer
- (b) At the time of acceptance
- (c) At the time of delivery
- (d) At the time of payment

1-d. To start a partnership business, state the minimum number of partners required. 1

(CO2,K2)

- (a) 20
- (b) 10
- (c) 4
- (d) 2

- 1-e. Company Act, \_\_\_\_\_ enables 'one-person company'. (CO3, K1) 1
- (a) 1956
  - (b) 2013
  - (c) Both 1956 & 2013
  - (d) None of the above
- 1-f. Companies Act, 1956 was replaced by (CO3, K1) 1
- (a) Companies Act, 2002
  - (b) Companies Act, 2010
  - (c) Companies Act, 2012
  - (d) Companies Act, 2013
- 1-g. \_\_\_\_\_ is the legislation primarily governing the legal aspects of bills of exchange and promissory notes. (CO4, K1) 1
- (a) Sale of Goods Act 1930
  - (b) Indian Contract Act 1872
  - (c) Negotiable Instruments Act 1881
  - (d) Consumer Protection Act 2019
- 1-h. \_\_\_\_\_ is the consequence of dishonor of a negotiable instrument. (CO4, K2) 1
- (a) The instrument becomes void.
  - (b) The drawer loses the right to enforce the instrument.
  - (c) It may lead to legal action against the parties involved.
  - (d) The instrument becomes non-negotiable.
- 1-i. In case an aggrieved consumer is not satisfied with the decision of the State Commission, he can make a further appeal in (CO5, K2) 1
- (a) District Forum
  - (b) Supreme Court of India
  - (c) National Commission
  - (d) All of the above
- 1-j. \_\_\_\_\_ is the purpose of imposing penalties in consumer protection cases. (CO5,K2) 1
- (a) To generate revenue for the government
  - (b) To discourage unfair trade practices and ensure compliance
  - (c) To fund consumer awareness programs
  - (d) To compensate the legal system

2. Attempt all parts:-

- |      |   |   |
|------|---|---|
| 2.a. | Explain cross offer. (CO1, K2)  | 2 |
| 2.b. | Explain the essential features of a contract of sale. (CO2, K2)                   | 2 |
| 2.c. | Discuss the effect of issuing a certificate of incorporation. (CO3,K2)            | 2 |
| 2.d. | List the instruments covered under negotiable instruments Act in India. (CO4, K1) | 2 |
| 2.e. | Define the Consumer Disputes Redressal Agencies. (CO5, K1)                        | 2 |

**SECTION-B**

30

3. Answer any five of the following:-

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|------|--|---|
| 3-a. | Explain the remedies for breach of contract with suitable example. (CO1, K2)   | 6 |
| 3-b. | Define quasi contract with an example. Differentiate between contract and quasi contract. (CO1, K4)                                  | 6 |
| 3-c. | Describe the rules of an outgoing partner to carry on competing business. (CO2,K2)   | 6 |
| 3-d. | Explain the concept of sale by "description". (CO2,K2)   | 6 |
| 3.e. | Discuss the different stages in the formation of a company. (CO3, K2)  | 6 |
| 3.f. | Define bill of exchange and draw the specimen. (CO4, K1)   | 6 |
| 3.g. | An e-commerce start-up with rapid scaling plans needs a structure with clear ownership and funding. Recommend and explain. (CO5, K2) | 6 |

**SECTION-C**

50

4. Answer any one of the following:-

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|------|--|----|
| 4-a. | Write a detailed note on contract under coercion. (CO1, K2)  | 10 |
| 4-b. | Define the term "Agreement" and "Contract". "All contracts are an agreements but all agreements are not contracts" Discuss. (CO1,K2) | 10 |

5. Answer any one of the following:-

- |      |  |    |
|------|--|----|
| 5-a. | Explain the doctrine of "Caveat Emptor" with the help of appropriate example. (CO2, K2)  | 10 |
| 5-b. | "Dissolution of a firm is different from dissolution of Partnership". Discuss. (CO2, K2) | 10 |

6. Answer any one of the following:-

- |      |   |    |
|------|---|----|
| 6-a. | Describe 'Memorandum of association' and 'Articles of association' with suitable example. (CO3, K2) | 10 |
| 6-b. | Explain in detail the different modes of Winding-up of a company. (CO3, K2)                         | 10 |

7. Answer any one of the following:-

- |      |  |    |
|------|--|----|
| 7-a. | Explain the term "Holder in due course". State the rights and powers of "Holder in due course". (CO4,K2)               | 10 |
| 7-b. | Analyze "surety get discharged from his liability when holder releases the acceptor of the Bill of Exchange". (CO4,K4) | 10 |

8. Answer any one of the following:-

- 8-a. Discuss any recent amendments or proposed changes to the Act and their potential implications for the future landscape of consumer protection. (CO5, K2) 10
- 8-b. Elaborate the critical factors a founder should consider while choosing the form of business organization. (CO5, K2) 10

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