

[4]

OR iv. Illustrate the consumer rights guaranteed under the Consumer Protection Act, 1986. **5** 4 5 4

Q.6 Attempt any two:

- i. Explain the role of digital signatures under the Information Technology Act, 2000 and discuss how they contribute to secure electronic transactions. **5** 3 1 5
- ii. Define cybercrime as per the Information Technology Act, 2000 and explain three common types of cybercrime. **5** 5 3 5
- iii. Discuss the concept of electronic governance (e-Governance) as per the Information Technology Act, 2000 and provide examples of its applications in India. **5** 4 3 5

Total No. of Questions: 6

Total No. of Printed Pages:4

Enrollment No.....



Faculty of Management Studies

End Sem Examination Dec 2024

MS5CO22 Legal Aspects of Business

Programme: MBA

Branch/Specialisation: Management

Duration: 3 Hrs.

Maximum Marks: 60

Note: All questions are compulsory. Internal choices, if any, are indicated. Answers of Q.1 (MCQs) should be written in full instead of only a, b, c or d. Assume suitable data if necessary. Notations and symbols have their usual meaning.

		Marks	BL	PO	CO	PSO
Q.1 i.	Which section of the Indian Contract Act defines "contract"?	1	1	2	1	
	(a) Section 2(a) (b) Section 2(d)					
	(c) Section 2(h) (d) Section 2(f)					
ii.	Which of the following is NOT an essential element of a valid contract?	1	2	3	1	
	(a) Free consent					
	(b) Lawful object					
	(c) Future uncertainty					
	(d) Capacity to contract					
iii.	Price of Sale of Goods should be-	1	2	1	2	
	(a) Fixed by the contract itself					
	(b) Agreed to be fixed in a manner provided by contract					
	(c) Determined by the course of dealing between parties					
	(d) Any of these					
iv.	Doctrine of Caveat Emptor applies when:	1	2	2	2	
	(a) Buyer discloses the purpose of his purchase to seller					
	(b) Buyer relies on his judgement					
	(c) Buyer does not disclose the purpose of purchase to seller and relies on his judgement					
	(d) Buyer discloses the purpose of purchase to seller and relies on seller's judgement					

P.T.O.

[2]

- v. As per Consumer Protection Act, 1986, Who can be a Complainant? **1** 1 1 3
- (a) A consumer
- (b) Any voluntary consumer association registered under any law for the time being in force
- (c) The Central Government or any State Government
- (d) All of these
- vi. “Jago Grahak Jago” campaign is one the implications of which of the following rights of a Consumer? **1** 2 1 3
- (a) Right to be heard (b) Right to education
- (c) Right to choose (d) Right to information
- vii. An Order instrument can be negotiated by: **1** 1 1 4
- (a) Mere delivery
- (b) Endorsement
- (c) Endorsement and delivery
- (d) All of these
- viii. A bill which is drawn, accepted or indorsed without consideration with a motive to financially assist a known person for certain period is known as: **1** 2 3 4
- (a) Ambiguous bill
- (b) Inchoate bill
- (c) Accommodation bill
- (d) Fictitious bill
- ix. Which of the following is NOT a cybercrime under the IT Act, 2000? **1** 2 4 5
- (a) Hacking
- (b) Unauthorized access to a protected computer
- (c) Posting defaming content online
- (d) Executing legal electronic contracts
- x. What is the maximum penalty for damaging a computer system under Section 43 of the IT Act, 2000? **1** 2 9 5
- (a) ₹1 lakh (b) ₹10 lakh
- (c) ₹5 lakh (d) ₹2 crore

[3]

- Q.2 i. What is coercion? Distinguish it from undue influence. **2** 2 3 1
- ii. Briefly explain the concept of "free consent" in the context of the Indian Contract Act. **3** 3 8 1
- iii. Discuss the different classifications of contracts based on their enforceability and formation. **5** 4 4 1
- OR iv. Illustrate the difference between void, voidable and illegal agreements. Discuss the validity of agreements collateral to such agreements. **5** 3 1 1
- Q.3 i. Explain Doctrine of Caveat Emptor with one example. **2** 2 2 2
- ii. What is meant by goods? Illustrate the types of goods. **3** 2 1 2
- iii. Define contract of sales of goods. State the essentials of a contract of sale under the Sale of Goods Act, 1930. **5** 4 1 2
- OR iv. Distinguish between condition and warranty. When a breach of condition is treated as breach of warranty? **5** 3 9 2
- Q.4 i. “A cheque is a bill of exchange drawn on a banker”. Comment. **2** 2 5 3
- ii. What do you mean by negotiable instruments? Explain the essential elements of a valid negotiable instrument. **3** 3 6 3
- iii. What is a bill of exchange? Describe its characteristics. How does a promissory note differ from a bill of exchange? **5** 2 1 3
- OR iv. What is a cheque? Explain the essential elements of a valid cheque. **5** 2 5 3
- Q.5 i. Differentiate between defect and deficiency. **2** 3 8 4
- ii. Who can and cannot be complainant as per the Consumer Protection Act, 1986. **3** 2 11 4
- iii. What is a misleading advertisement? Who all can be made liable for a misleading advertisement? **5** 2 10 4

Marking Scheme**MS5CO22 (T) Legal Aspects of Business (T)**

Q.1	i)	C) Section 2(h)	1
	ii)	C) Future Uncertainty	1
	iii)	D) Any of above	1
	iv)	C) Buyer does not disclose the purpose of purchase to seller and relies on his judgement	1
	v)	D) All of the above	1
	vi)	B) Right to education	1
	vii)	C) Endorsement and delivery	1
	viii)	C) Accommodation Bill	1
	ix)	D) Executing legal electronic contracts	1
	x)	D) ₹2 crore	1
Q.2	i.	Definition of coercion (1 mark) distinction (1 mark)	2
	ii.	Definition of free consent (3 mark)	3
	iii.	Definition of classification types (2 marks) Explanation of each type (3 marks)	5
OR	iv.	Explanation of all three Agreements - 3 mark Examples for each type - 4 mark	5
Q.3	i.	Doctrine of Caveat Emptor with one example. (1 – 1 mark for both)	2
	ii.	Goods meaning (1 mark) Type of Goods (2 marks)	3
	iii.	Definition of Contract of Sale of Goods (1 mark) Essentials of a Contract of Sale (4 marks)	5
OR	iv.	Definition of Condition (1 mark) Definition of Warranty (1 mark) Key Differences Between Condition and Warranty (2 marks) Explanation of When a Breach of Condition Can Be Treated as a Breach of Warranty (1 mark)	5
Q.4	i.	A cheque is a bill of exchange drawn on a banker, explain (as per answer)	2
	ii.	negotiable instruments meaning (1 mark) negotiable instruments essential element (2 marks)	3
	iii.	bill of exchange meaning (1 mark) bill of exchange characteristics (2 marks) distinguish between bill of exchange and promissory notes (2 marks)	5
OR	iv.	Define Cheque (1 marks) Essential element of cheque (4 mark)	5

Q.5	i.	Differentiate between defect and deficiency. (1-1 marks for each)	2
	ii.	As per answer on both statement. (3 marks)	3
	iii.	Definition of Misleading Advertisement (2 Marks) Explanation of Liable Parties (3 Marks)	5
OR	iv.	All six rights (5 marks)	5
Q.6		Any two:	
	i.	Definition and purpose of digital signature (2 marks) Steps in how digital signatures ensure security (2 marks) Examples or applications in business transactions (1 mark)	5
	ii.	Definition of cybercrime (2 mark) Description of each type of cybercrime (1 mark each, for 3 types)	5
	iii.	Definition of e-Governance (2 mark) Examples of e-Governance in India (3 marks)	5
