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**Presidency University**

**Bengaluru**

**SCHOOL OF MANAGEMENT**

**SUMMER TERM END TERM EXAMINATION-AUGUST 2024**

**Odd Semester**: Summer Term

**Course Code**: MBA-3001

**Course Name**: Business Law

**Program & Sem**: MBA & III Sem

**Date**: 07-08-2024

**Time**: 9:30 AM -12:30PM

**Max Marks**: 100

**Weightage**: 50%

**Instructions:**

1. *Read the all questions carefully and answer accordingly.*
2. *x*

**Part A [Memory Recall Questions]**

**Answer all the Questions. Each question carries 3 marks. (10Qx 3M= 30M)**

Q.No.1. State the Section 16 undue influence as per the Indian Contract Act 1872? [C.O.1 - Knowledge]

Q.No.2. Define “Consent” as per the Indian Contract Act of 1872? [C.O.1 - Knowledge]

Q.No.3. Define “Caveat Emptor? [C.O.1 - Knowledge]

Q.No.4. Define “Company” as per the companies act 1956 ?

[C.O.1 - Knowledge]

Q.No.5. Describe “e Contract “ and how does it differ from other contracts?

[C.O.1 - Knowledge]

Q.No.6. Define Prospectus ? [C.O.1 - Knowledge]

Q.No.7. Describe “Private company” as per the Companies act 1956? [C.O.1 - Knowledge]

Q.No.8. Write brief note on One Person company, explain the advantages and disadvantages of the same? [C.O.1 - Knowledge]

Q.No.9. Describe the full form of DIN and its importance in the Companies act 2013? [C.O.1 - Knowledge]

Q.No.10. State the role of “"unfair trade practice" in the Consumer Protect act? [C.O.1 - Knowledge]

Q.No.11. State the significance of “Minutes” in the meeting in the companies act 2013? [C.O.1 - Knowledge]

Q.No.12. Describe the concept of "consumer" as defined in the Consumer Protection Act?

**Part B [Thought Provoking Questions]**

**Answer all the Questions. Each question carries 5 marks. (4Qx10M=40M)**

Q.No.13. As a legal expert, can you interpret the major differences between the Memorandum of Association and the Articles of Association as per the Companies Act?

Q.No.14 Apply “the methods to discharge the contract according to the Indian Contract Act of 1872? Provide examples to illustrate each method.

Q.No.15. Mr.“N” is a CEO for a global company, he would like to have a legal *thought process* from you, on the *“application”* of

13.1 Various types of e- payments in the business, 13.2 Its advantages & disadvantages with examples.

Q.No.16. You as a legal expert, Illustrate the advantages and disadvantages of e-payments.

Q.No.17. XYZ ltd Company would like to appoint Mr “A” as a Director. You as a legal expert, advise the chairperson of the XYZ Company, explain the “key factors to qualify and disqualify the directors”?

Q.No.18. Identify the factors states “All contracts are agreements, but all agreements are not necessarily contracts” in the Indian contract act.

**Part C [Problem Solving Questions]**

**Answer all the Questions. Each question carries 15 marks. (2Qx15M=30M)**

**Q.No.19.** On 15th March 2022, an amount of ₹4 lakhs was fraudulently withdrawn from the net banking account of Mr. A, an IT consultant based in Mumbai. Mr. A reported the incident to the cyber crime police station and submitted a formal complaint to ABC Bank. The bank promptly initiated an inquiry through its investigation department. According to Mr. A's complaint, he received a message and a phone call on the same day from a purported representative of PayPal customer service, requesting his personal details for account verification. The message instructed him to provide information to activate his PayPal account linked with his bank account. During the call, the representative claimed that the net banking system required an upgrade for PayPal activation and asked Mr. A for the last four digits of his debit card. Shortly after, Mr. A received a call from a person named Mr. B, who claimed to be a bank employee facilitating the PayPal transactions. Mr. B requested Mr. A to forward a coded SMS he would receive for activation. Trusting the instructions, Mr. A forwarded the coded message. Within minutes, he was alerted via SMS about a ₹3 lakh withdrawal via UPI and another ₹1 lakh withdrawal, which occurred almost simultaneously. Mr. A immediately contacted the bank to freeze his accounts. Subsequent messages indicated that the funds were used for various transactions, including shopping and ATM withdrawals across major cities. The bank froze Mr. A's account, blocked his debit card, and discovered that the funds were transferred to an account held by Mr. C at XYZ Bank in Delhi. Mr. A provided the UPI transaction details to the police for further investigation.

Discuss following questions

19.1. Examine the above case study, what are the documents required to file a written complaint for cyber crime police station & FIR? [5 Marks] (C.O.No.5 ) [Blooms level]

19.2. Analyze the above case study, how to take the legal action in fraudulent cases of Smart / Debit / Credit or Online frauds ? [5 Marks] (C.O.No.5 ) [Blooms level]

19.3. Illustrate the precautionary measures a person can take to get protected from such fraudulent transactions ? [5 Marks] (C.O.No.5 ) [Blooms level]

**Q.No.20. Carlill Vs. Carbolic Smoke Ball Co. [15M] (C.O.No. 5) [Analysis]**

The Carbolic Smoke Ball Company, once advertised that their Carbolic Smoke Ball was a cure of several diseases including flu, bronchitis, cough, cold etc. The company was so confident that it published in the advertisement that any person who would use the smoke ball thrice a day, for two weeks according to the printed directions and still catches Influenza would be eligible to claim 100 pounds from the company.

Mrs. Carlill, the plaintiff used the smoke ball as per the printed directions but still caught influenza and claimed for the money from the company which the company denied.

The defendant in its argument submitted that the advertisement was merely a sale puff and can’t be considered as an offer as offer can’t be made to the world. There is no specific written agreement or contract between the manufacturer and the user for the reward £100

**Discuss following questions**

20.1. Analyze the above case law, explain whether Mrs. Carlill is eligible for the compensation of £100? If so why ?

20.2 Assessing the above case law, explain the essential elements of valid contract ?

20.3 Apprise the Indian Contract Act, who can accept a general offer ?