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PRESIDENCY UNIVERSITY
BENGALURU

End - Term Examinations - December 2025

Date: 06 - 01- 2026

Time: 09:30am - 12:30pm

School: SOM-PG	Program: MBA	
Course Code: MBA3001	Course Name: Business Law	
Semester: III	Max Marks: 100	Weightage: 50%

CO - Levels	C01	C02	C03	C04	C05
Marks	22	22	28	28	-

Instructions:

- (i) Read all questions carefully and answer accordingly.
- (ii) Do not write anything on the question paper other than roll number.

Part A

Answer ALL the Questions. Each question carries 3 marks.

10Q x 3M=30M

1.	Explain the concept of a <i>Quasi Contract</i> with a suitable example to illustrate its application.	3 Marks	L1	C01
2.	Enumerate the persons disqualified from contracting under the Indian Contract Act, 1872.	3 Marks	L2	C01
3.	Differentiate between a <i>Void Contract</i> and a <i>Voidable Contract</i> by citing key distinguishing features.	3 Marks	L1	C01
4.	Describe the "Caveat-Emptor" under the Sale of Goods Act, with its exceptions.	3 Marks	L2	C01
5.	Identify the differences between the Certificate of Incorporation and Certificate of Commencement.	3 Marks	L2	C02
6.	Discuss the meaning of a Limited Company with an example.	3 Marks	L2	C02
7.	Explain the Memorandum of Association with its components.	3 Marks	L2	C02
8.	Discuss the reasons for the winding up of a Company.	3 Marks	L2	C02
9.	Describe the purpose of the E-Daakhil Portal launched by the Department of Consumer Affairs in India.	3 Marks	L2	C03
10.	Interpret the concept of <i>Geographical Indication (GI)</i> and its significance in protecting regional products.	3 Marks	L2	C04

Part B

Answer the Questions.

Total Marks 40M

11.	a.	Interpret how each element of a valid contract, under the Indian Contract Act, 1872, contributes to the formation of a legally enforceable agreement.	10 Marks	L3	CO1
Or					
12.	a.	Himadri sells 400 Kgs. of tea to Rahul and sends 200 Kgs. by lorry and 200 Kgs. by railway. Rahul receives delivery of 200 Kgs. sent by lorry, but before he receives the delivery of the tea sent by railway, he becomes bankrupt. Himadri being still unpaid, stops the goods in transit. The official receiver, on Rahul's insolvency claims the goods. Illustrate the case with the Stoppage in transit reference to the provisions of the Sale of Goods Act, 1930.	10 Marks	L3	CO1

13.	a.	Mr. Rohan and his friends plan to start a new business of eco-friendly packaging materials. They are confused about what type of company structure would best suit their needs. Rohan wants limited liability and plans to raise funds from the public in the future, while his partner Meera prefers to keep the ownership limited to their small group of friends. Another partner, Arjun, suggests forming a company that can be easily managed and legally recognized as a separate entity. Classify the types of companies under the Act, and suggest which type of company would be most suitable for Rohan and his partners.	10 Marks	L3	CO2
Or					
14.	a.	Rahul, a promoter, is planning to set up a new company. Interpret the steps he must take for the formation of the company, including the preparation of key documents like the Memorandum of Association and Articles of Association.	10 Marks	L3	CO2

15.	a.	Ravi recently purchased a new refrigerator from an electronics store. The salesperson assured him that the product comes with a 2-year warranty and excellent after-sales service. However, within two months, the refrigerator stopped cooling. Ravi contacted the company's service center, but they delayed repairs, claiming parts were unavailable. After a month of waiting, Ravi demanded a replacement or refund, but the company refused, stating that minor repairs were not covered under their policy. Frustrated, Ravi approached the District Consumer Disputes Redressal Commission to file a complaint. Illustrate why Ravi is appearing in District Redressal Commission and list the remedies that Ravi can seek under the Act.	10 Marks	L3	CO3
Or					

16.	a.	<p>Mr. Arjun saw a television advertisement for a health drink called “SuperGain+” claiming that “one glass a day will make your child grow 10 cm taller in a month.” Attracted by this claim, he bought the product for his 10-year-old son. After two months of regular use, he found no visible results. Later, a news report revealed that the company’s claims were false and not scientifically tested.</p> <p>When Mr. Arjun contacted the company for a refund, they refused, stating that “results may vary.” He also noticed that the packaging lacked clear information about ingredients and expiry date. Feeling cheated, he decided to take legal action. From the above case, demonstrate the unfair trade practices and misleading advertisements involved and also mention the consumer rights that have been violated in this case.</p>	10 Marks	L3	CO3
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17.	a.	<p>The Tea Board of India owns the Geographical Indication (GI) for “Darjeeling Tea”, the first GI registered in India. ITC Limited opened a high-end tea lounge named “Darjeeling Lounge” in its Kolkata hotel. The Tea Board objected, claiming that ITC’s use of the name “Darjeeling” without authorization infringed its GI rights and misled consumers. Interpret from the above case, whether using “Darjeeling” as a name for a lounge amount to a violation or unfair use of the Darjeeling Tea GI.</p>	10 Marks	L3	CO4
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Or

18.	a.	<p>Yahoo! Inc., a well-known American web service provider, sued Akash Arora, who had launched a similar website under the domain name “YahooIndia.com.” The layout, content, and style of Arora’s website were almost identical to Yahoo!’s, leading to consumer confusion. Examine whether the use of a deceptively similar domain name constitutes trademark violation and is permitted under Indian law.</p>	10 Marks	L3	CO4
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Part C

Answer all the Questions. Each question carries 15marks

2Q x 15M=30M

19.	a.	<p>In the case of <i>Mrs. Ananya Sharma vs. FreshKart Online Services Pvt. Ltd. (2023)</i>, Mrs. Sharma purchased a smart refrigerator worth ₹75,000 from an e-commerce platform, FreshKart, which advertised the product as energy efficient, offering a five-year warranty and free installation. Within a few days, the refrigerator stopped functioning properly, and the company technician demanded ₹1,500 for installation despite the “free installation” claim. When Mrs. Sharma complained to customer care, she received no response, and the company later refused to replace the defective product, citing a “no-return policy.” Feeling deceived, she approached the District Consumer Disputes Redressal Commission, alleging deficiency in service, unfair trade practices, and violation of her consumer rights under the Consumer Protection Act, 2019.</p>	15 Marks	L4	CO3
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	<p>The Commission held that Mrs. Sharma qualified as a consumer under Section 2(7) of the Act and that the company was guilty of both deficiency in service and unfair trade practice. It observed that the “no-return policy” violated the Consumer Protection (E-Commerce) Rules, 2020, and that the company’s refusal to honor the warranty and free installation promise misled consumers. The Commission ordered the replacement of the refrigerator or refund of the purchase amount, along with ₹25,000 compensation for mental harassment and ₹5,000 towards litigation costs. This case highlighted the consumer’s right to information, right to be protected against unfair trade practices, and right to seek redressal. It also reinforced that online platforms are equally accountable under the Consumer Protection Act, ensuring fairness and transparency in e-commerce transactions.</p> <p>QUESTIONS:</p> <p>Q1. Analyse the main facts of the case of Mrs. Ananya Sharma vs. FreshKart Online Services Pvt. Ltd.</p> <p>Q2. Categorize the legal issues and consumer rights involved in this case.</p> <p>Q3. Examine the decision of the Consumer Commission with its importance.</p>			
20.	<p>a. In the case of <i>R.G. Anand vs. M/s Delux Films & Ors. (1978)</i>, the plaintiff, R.G. Anand, was a playwright who wrote and staged a play called <i>Hum Hindustani</i>, based on the theme of communal harmony in India. Later, a film titled <i>New Delhi</i> was released by Delux Films, and Anand alleged that the film had copied the theme, plot, and dialogues of his play without his permission, thereby infringing his copyright. He filed a suit claiming that his original dramatic work was unlawfully used as the basis for the motion picture, and he sought damages for copyright infringement under the Copyright Act, 1957.</p> <p>The Supreme Court held that although both the play and the film dealt with the theme of communal harmony, there was no substantial or material copying of expression — only similarity in the idea. The Court observed that copyright protects the expression of an idea and not the idea itself. Since the film <i>New Delhi</i> had developed the theme in a different manner with new characters and situations, it could not be considered an infringement. The case became a landmark precedent for distinguishing between idea and expression, reinforcing that only original expressions fixed in a tangible medium — like scripts, art, or music — are protected as copyrighted works under the Act.</p> <p>QUESTIONS:</p> <p>Q1. Categorize the main facts of the case R.G. Anand vs. M/s Delux Films & Ors.?</p> <p>Q2. Identify the legal issue involved in this case regarding copyrights and protected works.</p> <p>Q3. Infer the court’s decision with its significance.</p>	15 Marks	L4	CO4