PRESIDENCY UNIVERSITY
BENGALURU

SET A

SCHOOL OF MANAGEMENT
END TERM EXAMINATION - JAN 2024

Semester : Semester III - 2021
Course Code : MBA3001
Course Name : Business Law
Program : MBA

Date : 04-JAN-2024
Time : 10:00AM - 1:00 PM
Max Marks : 100
Weightage : 50%

Instructions:
(i) Read all questions carefully and answer accordingly.
(ii) Question paper consists of 3 parts.
(iii) Scientific and non-programmable calculator are permitted.
(iv) Do not write any information on the question paper other than Roll Number.

Part A (Memory Recall Questions)

Answer all the Questions. Each Question Carries Three Marks.   **10Q x 3M = 30M**

1. Discuss when consent is said to be free in a contract.

   (CO1) [Comprehension]

2. 'In commercial and business agreements, the presumption is that the parties intend to create legal relations'. Discuss the performance of contract.

   (CO1) [Comprehension]

3. Explain the distinction between sale and agreement to sell.

   (CO2) [Comprehension]

4. Explain the distinction between conditions and warranties in a contract of sale.

   (CO2) [Comprehension]

5. Discuss the advantages of Internet Banking.

   (CO3) [Comprehension]

6. Summarize the types of e-commerce payment systems in use today in India.

   (CO3) [Comprehension]

7. 'The directors are the brain of the company', Identify the different directors of a   company.

   (CO4) [Comprehension]

8. Discuss are the different kinds of winding up procedures given under the Companies Act 2013?

   (CO4) [Comprehension]

9. A consumer purchased a VIP travelling bag from a retailer, as he wanted to travel from Bangalore to Bombay. After reaching home, he packed his luggage, and wanted to lock the travelling bag but he found that the lock is not working. As a law student advise the consumer what are his rights and what he should do in this situation? .

   (CO5) [Comprehension]

10. A is aged 17 years. He enters into an agreement with B for hiring out certain machinery belonging to B. After agreement was signed, A backs out of the agreement and B wants to enforce the same. Discuss the reasons whether B will succeed or not?

(CO5) [Comprehension]

Part B (Thought Provoking Questions)

Answer all the Questions. Each Question Carries Eight Marks.   **5Q x 8M = 40M**

11. A hired B's rooms for a series of lectures . B discovered that the lectures would be of a seditious nature and refused to allow A to use the rooms. A sued B. Advise B.

(CO1) [Comprehension]

12. A purchasesa car from B and uses for some time . It turns out that the car sold by B to A was a stolen one and had to be returned to the rightful owner. A brings action against B for the return of price. Will he Succeed?

(CO2) [Comprehension]

13. Explain how to take legal action in case of smart/debit/credit card fraud?

(CO3) [Application]

14. The Memorandum of Association is the fundamental Law or a Charter defining the objectives and limiting the purpose of the company". Analyze the clauses of the same.

(CO4) [Application]

15. For speedy redressal of consumer grievances, discuss the redressal mechanisms that are there in place as per Consumer Protection Act 2019.

(CO5) [Application]

Part C (Problem Solving Questions)

Answer all the Questions. Each Question Carries Fifteen Marks.   **2Q x 15M = 30M**

16. .An agreement with or by a minor is void and inoperative ab initio. Explain the concept of capacity to contract, with the help of the case law Mohiri Bibi vs Dharmodas Ghose.

(CO1) [Analysis]

17. A, B & C, own respectively 50 per cent, 30 per cent and 20 per cent of the issued share capital of a company and A & B are its directors. The company has made good profits but the directors refuse to recommend the declaration of dividend and A & B, as majority shareholders, pass a resolution at a general meeting to the effect that their remuneration as directors shall be 90 per cent of the profits.

   1. Appraise whether the decision of the majority shareholders is affecting the interests of the minority shareholders of the company.
   2. Examine if any alternative remedy is available to C and

      3.   Derive from the above case law the provision of company law that can be applied here to approach the court.

(CO4) [Analysis]