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**Presidency University**

**Bengaluru**

**SCHOOL OF MANAGEMENT**

**MAKE UP** **EXAMINATION JULY-2024**

**Date**: 03-07-2024

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

**Max Marks**: 100

**Weightage**: 50%

**Odd Semester**: III

**Course Code**: MBA-3001

**Course Name**: Business Law

**Program:** MBA

**Instructions:**

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

**Part A [Memory Recall Questions]**

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

Q.No.1. State the capacity of a person to enter into a contract as per the Indian Contract Act of 1872? [C.O.1 - Knowledge]

Q.No.2. Define “Consensus Ad Idem” ? [C.O.1 - Knowledge]

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

Q.No.4. Describe unpaid seller and what are the rights of unpaid seller ? [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. As per the companies act 2013, define statutory companies and mention three names as example? [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. You, as a legal expert, “interpret” the major difference between an illegal agreement and a void agreement with examples

Q.No.14 Mr. “S” and Mr. “I” have entered into a contract to transact a business. However, they have now decided to discharge the contract. “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. Mr. “Y” is an entrepreneur having a business plan to establish a Public limited company in Bengaluru. He would like to get legal orientation on the Memorandum of Association (MOA) and Articles of Association (AOA). You as a legal expert *“distinguish”* the *minimum five major parameters* between *Memorandum of Association and Articles of Association* provide thought process as per the Companies Act 2013.

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. Payment by Net banking transaction case law [5M] (C.O.No. 4 Application) [Bloom’s level]**

A sum of Rs. 3.5 lakhs was fraudulently withdrawn from the net banking account of Dr. X a professor with xyz university in Bangalore on 19th December 2018.The complainant Dr. X a resident of Bangalore said she approached the cyber crime police station and filed an FIR with them and also given a written complaint to the Federal Bank & the bank has ordered an inquiry into the matter through their investigation department. In her complaint, Dr. X said that she received a message and phone call from the Paytm customer care on 19th December seeking her personal details for authorization of Paytm account. The information sought as per the SMS, was to activate her account as per the bank account number. The phone call stated that as per RBI guidelines, her net- banking system needs upgraded for paytm activation. The call requested her to provide the last four digits of the debit card, so that they will activate the paytm through the net banking and the account gets activated immediately. Half-an hour later she received a telephone call at 10.30 am from a man named MR.Y who claimed that he was an employee of the bank to do paytm authorization transactions, and said that she will receive a coded message on her mobile , which she needs to forward it to him and the activation will be done.

Dr. X did, as she was told and forwarded the coded message to Mr. Y. At 10.33 AM she received a SMS stating that an amount of Rs. 2 Lakhs was withdrawn from her account Via, net banking, i.e., UPI (Unified Payment Interface) transaction and at 10.34 AM, she received another SMS stating an amount of 1.5 Lakhs more have been withdrawn. Shocked by the two transactions, she immediately, called up the bank to freeze her accounts until further instructions from her. Further she received 4 to 5 SMS that the money has been used for shopping, withdrawing from ATM, and for paying of electricity bill, on line shopping, at various locations like, all metro cities in the India. Dr. X told that the bank has frozen her account and has also blocked her debit card. The bank has informed her and the police that the accused has transferred the amount to one Mr. Z a customer of Canara Bank in Punjab, via,net banking. She has also written to the bank to verify the credentials of the account holder and later provided the UPI (Unified Payment Interface ) transaction details to the police at cyber crime police station.

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) [Bloom’s level]**

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 ?