591162

D 115947

(Pages : 2)

Name.....

Reg. No.....

FIRST SEMESTER M.B.A. DEGREE (2024 SCHEME) EXAMINATION JANUARY 2025

(CUCSS)

MBA (2024 Scheme)

BUS 1C03-LEGAL ENVIRONMENT OF BUSINESS

Time : Two Hours

Maximum : 60 Marks

Part A

Answer **all** questions. Each question carries 2 marks.

- 1. What constitutes an offer under the Indian Contract Act 1972?
- 2. Define the term 'designated partner' in the context of LLP.
- 3. Mention any two features of a company.
- 4. Define 'complainant' in the context of consumer protection.
- 5. What is the primary purpose of intellectual property rights (IPR)?

 $(5 \times 2 = 10 \text{ marks})$

Part B

Answer any four questions. Each question carries 4 marks.

- 6. Explain the different ways in which a contract can be discharged.
- 7. What are the characteristics of a promissory note under the Negotiable Instruments Act 1881?
- 8. Explain the purpose of an Employee Stock Ownership Plan (ESOP).
- 9. Explain the powers of the Competition Commission of India.
- 10. Describe the significance of an electronic signature certificate
- 11. Explain the rights of a patent holder.

 $(4 \times 4 = 16 \text{ marks})$

Part C

Answer any **three** questions. Each question carries 8 marks.

- 12. Explain the requirements for a valid offer and acceptance under the Indian Contract Act 1972.
- 13. Discuss the principle of 'caveat emptor' and its exceptions under the Sale of Goods Act 1930.

Turn over

591162

D 115947

2

- 14. Discuss the legal implications of the doctrine of lifting the corporate veil.
- 15. Analyze the impact of the Competition Commission of India on business practices and consumer protection.
- 16. Discuss the significance of trademarks in branding and marketing.

 $(3 \times 8 = 24 \text{ marks})$

Part D (Compulsory)

17. Analyse the following case and answer the questions given at the end.

XYZ Corp. entered into a contract with ABC Traders to supply 500 units of mobile phones. Upon delivery. ABC Traders discovered that 50 units were defective. They promptly notified XYZ Corp. and requested a replacement. XYZ Corp. refused, arguing that the sale was final. ABC Traders filed a lawsuit under the Sale of Goods Act. claiming a breach of the implied condition of quality. The court ruled in favor of ABC Traders, stating that the goods should be of merchantable quality, and ordered XYZ Corp. to replace the defective units. This case highlights the importance of the implied conditions and warranties in sales contracts, ensuring that buyers receive goods that meet the expected standards of quality.

Questions :

- 1. What was the basis of ABC Traders' lawsuit against XYZ Corp?
- 2. What was the court's ruling in the case, and what does it emphasize about sales contracts?

 $(1 \times 10 = 10 \text{ marks})$