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**NOIDA INSTITUTE OF ENGINEERING AND TECHNOLOGY, NIET BUSINESS SCHOOL,
GREATER NOIDA**

(An Autonomous Institute Affiliated to AKTU, Lucknow)

PGDM (Global)

TRIMESTER: II - THEORY EXAMINATION (2024-2025)

Subject: Legal Aspects of Business

Time: 2.5 Hours

Max. Marks: 60

General Instructions:

IMP: Verify that you have received the question paper with the correct course, code, branch etc.

1. This Question paper comprises of three Sections -A, B, & C. It consists of Multiple Choice Questions (MCQ's) & Subjective type questions.

2. Maximum marks for each question are indicated on right -hand side of each question.

3. Illustrate your answers with neat sketches wherever necessary.

4. Assume suitable data if necessary.

5. Preferably, write the answers in sequential order.

6. No sheet should be left blank. Any written material after a blank sheet will not be evaluated/checked.

SECTION-A

15

1. Attempt all parts:-

1-a. The following is an essential element of a valid contract (CO1, K2)

1

- (a) Free consent
- (b) Lawful object
- (c) Offer and acceptance
- (d) All of the above

1-b. Identify the type of good, "If you sell your apples from your orchard when the trees are yet to produce apples" (CO2, K3)

1

- (a) Contingent Goods
- (b) Future Goods
- (c) Existing Goods
- (d) Past Goods

1-c. The following is not a type of company under the Companies Act, 2013 (CO3, K1)

1

- (a) One Person Company
- (b) Private Limited Company
- (c) Public Limited Company
- (d) Co-operative Society

1-d. A post-dated cheque is (CO4, K6)

1

(a)	Valid but can be encashed only on the mentioned date	
(b)	Invalid	
(c)	Immediately payable	
(d)	Never payable	
1-e.	"Consumer" under the Consumer Protection Act, 2019 is defined as (CO5, K6)	1
(a)	Any person who buys goods for resale	
(b)	Any person who buys goods for self-use	
(c)	Any person who produces goods	
(d)	Any person engaged in business activities	
2.	Attempt all parts:-	
2.a.	Discuss the principle of consensus-ad-idem. (CO1, K2)	2
2.b.	Define the Section 12 (2) of Sales of Goods Act 1930. (CO2, K3)	2
2.c.	Mention any two essentials of Companies Act 2013. (CO3, K1)	2
2.d.	Name any two types of Bill of Exchange. (CO4, K6)	2
2.e.	Explain District Consumer Protection Council. (CO5, K6)	2
<u>SECTION-B</u>		15
3.	Answer any <u>three</u> of the following:-	
3-a.	Discuss the Breach of Contract laid down in the act. (CO1, K2)	5
3-b.	Differentiate between Sale and Agreement to Sell. (CO2, K3)	5
3-c.	Differentiate Between Memorandum of Association and Article of Association. (CO3, K1)	5
3-d.	Differentiate between Promissory Note, Bill of Exchange and Cheque. (CO4, K6)	5
3.e.	Discuss the essentials of Consumer Protection (E-commerce) Rule 2020. (CO5, K6)	5
<u>SECTION-C</u>		30
4.	Answer any <u>one</u> of the following:-	
4-a.	Explain the solutions or legal actions available when a contract is breached. (CO1, K2)	6
4-b.	Identify and Define the type of contract: (CO1, K2)	6
	1) An oral agreement for the sale of land, which is unenforceable without a written contract.	
	2) A customer entering a restaurant is implied to pay after eating the meal.	
	3) A passenger accepting a ride on public transport by boarding a bus.	
5.	Answer any <u>one</u> of the following:-	
5-a.	Create a scenario that incorporates all the essential elements of the Sale of Goods Act, 1930. (CO2, K3)	6
5-b.	Describe the various types of goods with appropriate examples. (CO2, K3)	6
6.	Answer any <u>one</u> of the following:-	

- 6-a. Define a Director as per the Companies Act, 2013. Explain the duties and different types of directors. (CO3, K1) 6
- 6-b. Explain the difference between a private company and a public company. Discuss the key characteristics of each. (CO3, K1) 6
7. Answer any one of the following:-
- 7-a. Prepare a legally valid Promissory Note for a loan transaction of ₹2,00,000 at an interest rate of 6.2% per annum. The note is issued in Delhi on 15th August 2025, and repayment is scheduled for 15th December 2025. Include key details like late payment penalties, governing law, and necessary signatures to ensure enforceability. (CO4, K6) 6
- 7-b. Draft a Bill of Exchange for a transaction where Mr. A (Drawer) orders Mr. B (Drawee) to pay ₹2,00,000 to Mr. C (Payee). The bill is drawn on 1st March 2025 in Mumbai and is payable after 90 days (due date: 30th May 2025). Ensure that all essential elements, including the drawer, drawee, payee, amount, date of issue, due date, place of payment, and necessary signatures, are included to make the document legally enforceable. (CO4, K6) 6
8. Answer any one of the following:-
- 8-a. Explain the various offences and penalties laid under Consumer Protection Act 2019. (CO5, K6) 6
- 8-b. Create a poster indicating consumer awareness rights for your city. (CO5, K6) 6

REG:JULY_DEC 2024