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NOIDA INSTITUTE OF ENGINEERING AND TECHNOLOGY, GREATER NOIDA
(An Autonomous Institute Affiliated to AKTU, Lucknow)

MBA

SEM: I - THEORY EXAMINATION (2025 - 2026)

Subject: Legal Aspects of Business

Time: 3 Hours

Max. Marks: 100

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

20

1. Attempt all parts:-

- | | | |
|------|--|---|
| 1-a. | Agreement entered into by a minor lacks enforceability under contract law principles (CO1, K1) | 1 |
| | (a) Valid | |
| | (b) Voidable | |
| | (c) Illegal | |
| | (d) Void ab initio | |
| 1-b. | Warranty in sale of goods relates to collateral stipulation (CO1, K2) | 1 |
| | (a) Main term | |
| | (b) Secondary term | |
| | (c) Ownership | |
| | (d) Delivery | |
| 1-c. | The maximum number of partners allowed in a banking business is:(CO2K2) | 1 |
| | (a) 10 | |
| | (b) 20 | |
| | (c) 50 | |
| | (d) Unlimited | |
| 1-d. | Dissolution of partnership differs from dissolution of firm because:(CO2K4) | 1 |
| | (a) Firm continues in former | |
| | (b) Both end in winding up | |
| | (c) Both have same meaning | |
| | (d) None of these | |

- 1-e. Drawer of cheque becomes legally liable when cheque is returned unpaid due to: (CO3, K2) 1
- (a) Insufficient funds
 - (b) Signature mismatch
 - (c) Cheque lost
 - (d) Date error
- 1-f. Consumer Protection Act, 2019 allows ___ of complaints through online mode (CO3, K1) 1
- (a) Physical filing
 - (b) Court filing
 - (c) E-filing
 - (d) Arbitration
- 1-g. Compensation for damage due to data breach is provided under _____ (CO4, K1) 1
- (a) IPC
 - (b) CPA
 - (c) IT Act
 - (d) Contract Act
- 1-h. Unauthorized access to computer system attracts _____ under IT Act (CO4, K1) 1
- (a) No action
 - (b) Warning
 - (c) Penalty
 - (d) Reward
- 1-i. Abuse of dominant position refers to _____ adopted by dominant enterprises (CO5, K2) 1
- (a) High profit
 - (b) Market share
 - (c) Unfair practices
 - (d) Business growth
- 1-j. Anti-competitive pricing practices adversely impact consumer interests (CO5, K2) 1
- (a) Consumers
 - (b) Producers
 - (c) Government
 - (d) Exporters
2. Attempt all parts:-
- 2.a. State remedy available for breach of contract. (CO1, K1) 2
- 2.b. Define a company as per the Companies Act, 2013.(CO2K1) 2
- 2.c. State the characteristics of a negotiable instrument. (CO3, K1) 2
- 2.d. Define Data Fiduciary under DPDP Act. (CO4, K1) 2
- 2.e. Define combination under competition law. (CO5, K1) 2

SECTION-B

30

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|---|-----------|
| 3. Attempt all parts:- | |
| 3.a. Answer any <u>one</u> of the following:- | |
| 3.a.(i) Explain the essential elements of a valid contract with suitable examples. (CO1, K2) | 6 |
| 3.a.(ii) Explain the relevance of Sale of Goods Act in business transactions. (CO1, K4) | 6 |
| 3.b. Answer any one of the following:- | |
| 3.b.(i) Discuss the rules relating to minor admitted to the benefits of partnership.(CO2K3) | 6 |
| 3.b.(ii) Discuss the procedure for incorporation of a company.(CO2K3) | 6 |
| 3.c. Answer any one of the following:- | |
| 3.c.(i) Explain the meaning and features of negotiable instruments. (CO3, K2) | 6 |
| 3.c.(ii) Explain consumer rights provided under the Consumer Protection Act, 2019. (CO3, K2) | 6 |
| 3.d. Answer any one of the following:- | |
| 3.d.(i) Explain obligations of Data Fiduciaries. (CO4, K3) | 6 |
| 3.d.(ii) Explain importance of cybersecurity in business. (CO4, K4) | 6 |
| 3.e. Answer any one of the following:- | |
| 3.e.(i) Explain role and powers of Competition Commission of India along with its constitution. (CO5, K3) | 6 |
| 3.e.(ii) Explain penalties and leniency provisions under competition Act 2002. (CO5, K3) | 6 |
| <u>SECTION-C</u> | 50 |
| 4. Answer any <u>one</u> of the following:- | |
| 4-a. Critically analyze free consent and factors affecting it. (CO1, K5) | 10 |
| 4-b. Analyze conditions and warranties and their legal implications under sales of goods act. (CO1, K5) | 10 |
| 5. Answer any <u>one</u> of the following:- | |
| 5-a. A, B, and C are partners. A, without consulting others, buys goods from an unapproved supplier and incurs a loss. Discuss whether A can hold the firm liable.(CO2K3) | 10 |
| 5-b. Discuss the rights, duties, and liabilities of directors under the Companies Act, 2013.(CO2K4) | 10 |
| 6. Answer any <u>one</u> of the following:- | |
| 6-a. Examine unfair trade practices and remedies under CPA, 2019. (CO3, K4) | 10 |
| 6-b. Analyze the role of CPA, 2019 in strengthening consumer confidence. (CO3, K6) | 10 |
| 7. Answer any <u>one</u> of the following:- | |
| 7-a. An organization ignores data minimization principles. Analyze legal consequences. (CO4, K5) | 10 |
| 7-b. Analyze enforcement challenges under DPDP Act. (CO4, K6) | 10 |
| 8. Answer any <u>one</u> of the following:- | |
| 8-a. A merger reduces market competition in the industry. Explain this situation and analyze CCI's role in the given condition. (CO5, K4) | 10 |
| 8-b. Analyze impact of competition law on MSMEs. (CO5, K5) | 10 |