

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

**MBA (Integrated)**

**SEM: V - THEORY EXAMINATION (2025 - 2026)**

**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. An essential element of an offer is \_\_\_\_\_. (CO1, K1)

1

- (a) It must be communicated
- (b) It can be ambiguous
- (c) It can be silent
- (d) It need not express intent

1-b. Contingent contract stands for \_\_\_\_\_. (CO2, K1)

1

- (a) A contract dependent on an uncertain event
- (b) A contract with fixed obligations
- (c) A contract requiring no conditions
- (d) A contract enforceable without conditions

1-c. "Contract of sale" under the Sales of Goods Act means. (CO3, K1)

1

- (a) A contract where goods are sold or agreed to be sold
- (b) A contract involving services
- (c) A contract of agency
- (d) A contract of indemnity

1-d. The objective of the Consumer Protection Act, 1986 is \_\_\_\_\_. (CO4, K1)

1

- (a) To promote consumer goods
- (b) To protect consumer rights
- (c) To restrict businesses
- (d) To regulate exports

1-e. The minimum number of partners required to form an LLP are \_\_\_\_\_. (CO5, K1)

1

- (a) Two
- (b) Three
- (c) Four
- (d) One

2. Attempt all parts:-

- 2.a. Define an offer under the Indian Contract Act. (CO1, K1) 2
- 2.b. Highlight the meaning of a lien under the Indian Contract Act. (CO2, K1) 2
- 2.c. State two features of a sale under the Sale of Goods Act. (CO3, K1) 2
- 2.d. Define Consumer Protection Act, 1986. (CO4, K1) 2
- 2.e. Name two key feature of the Limited Liability Partnership (LLP) Act, 2008. (CO5, K1) 2

**SECTION-B**

15

3. Answer any three of the following:-

- 3-a. Explain the rules for a valid offer under the Indian Contract Act 1872. (CO1, K2) 5
- 3-b. Explain the three parties involved in a contract of guarantee. (CO2, K2) 5
- 3.c. Discuss the key features of a valid sale under the Sale of Goods Act. (CO3, K2) 5
- 3.d. Explain different levels of grievance redressal machinery and their jurisdiction. (CO4, K2) 5
- 3.e. Discuss the types of partnerships recognized under the LLP Act, 2008. (CO5, K2) 5

**SECTION-C**

30

4. Answer any one of the following:-

- 4-a. Ravi offered to sell his car to Sita for ₹5,00,000 by email. Sita replied that she would buy the car for ₹4,50,000. Ravi refused. Later, Sita sent another email accepting ₹5,00,000, but Ravi had already sold the car to someone else. (CO1, K3) 6

Questions:

- Was there a valid contract between Ravi and Sita?
- What is the legal effect of Sita's first and second response?

- 4-b. A 17-year-old minor, Akash, agreed to buy a laptop from a retailer on credit. The retailer demands payment after delivery. (CO1, K3) 6

Questions:

- Is the contract valid under the Indian Contract Act?
- Can the retailer enforce payment?

5. Answer any one of the following:-

- 5-a. Discuss the duties and responsibilities of the bailee in a bailment contract. (CO2, K4) 6
- 5-b. Ramesh agreed to sell illegal fireworks to Suresh. Before the delivery, the police raided Ramesh's shop and seized all goods. (CO2, K3) 6

Questions:

- Is the contract between Ramesh and Suresh valid? Why or why not?
- Explain the consequences of entering into a contract opposed to public policy.

6. Answer any one of the following:-

6-a. Rahul buys 50 laptops from TechMart. Upon delivery, he finds that 10 laptops are defective. (CO3, K3) 6

Questions:

- What type of goods are involved in this contract?
- Can Rahul reject all the laptops? Why or why not?
- Explain Rahul's rights under the Sale of Goods Act.

6-b. Sita buys a car described as "new model 2025" from a dealer. After purchase, she discovers it is last year's model. (CO3, K3) 6

Questions:

- Identify the type of breach.
- Can Sita claim damages?
- Explain whether this is a breach of condition or warranty.

7. Answer any one of the following:-

7-a. Arjun purchased a new laptop for personal use. Within one week, it started hanging and shutting down automatically. The store refused to replace it saying, "Company policy—No returns after sale," despite a valid warranty. (CO4, K3) 6

Questions

- Is Arjun a consumer under CPA 1986?
- What rights of the consumer are violated?
- Which redressal forum can he approach?

7-b. A private hospital left a cotton swab inside a patient during surgery, causing infection and a second surgery. (CO4, K3) 6

Questions

- Is this a case of deficiency in service?
- Are medical services included under CPA 1986?
- What compensation can the patient claim?

8. Answer any one of the following:-

8-a. Rohan and Meera decided to start a consultancy business. They wanted limited liability but also wanted flexible management. They registered their firm as an LLP with Rohan as the designated partner. After a year, a dispute arose about profit sharing, as the LLP agreement was not detailed. (CO5, K3) 6

Questions:

- Analyze the mistake made by Rohan and Meera during LLP registration.
- Suggest how they could have avoided the dispute using the LLP Act

provisions.

- Discuss the role of a designated partner in resolving such issues.

8-b. A health-tech company used AI to analyze patient data for research but did not anonymize sensitive personal data. A breach of confidentiality occurred when the data was leaked online. (CO5, K3)

6

Questions:

- Identify the PDPA violations committed by the company.
- Recommend measures the company should take to secure sensitive personal data.
- Explain the consequences of such data breaches under PDPA 2019.

REG\_JULY\_DEC\_2025