

TILAK MAHARASHTRA VIDYAPEETH, PUNE
MASTER OF BUSINESS ADMINISTRATION (M.B.A.)
EXAMINATION: DECEMBER- 2024
SEMESTER - II
Sub.: Legal aspects of Business (MBA205)

Date : 27/12/2024

Total Marks : 60

Time: 2.00pm to 4.30pm

Instructions: 1) All questions are compulsory.
 2) Figures to the right indicate full marks.

- Q. 1. Write Short notes on (Any Three) (15)**
1. Essentials of a Valid Contract
 2. Difference between Agreement and Contract
 3. Condition & Warranty
 4. Transfer of property or Ownership
 5. Articles of Association
- Q. 2. Answer in detail (Any One) (10)**
1. Rights and Duties of Buyer
 2. Memorandum of Association
- Q. 3. Answer in detail (Any One) (10)**
1. Digital Signatory, Electrical Governance, Electrical Records
 2. Explain the role and functions of the Consumer Disputes Redressal Commission (CDRC) under the Consumer Protection Act, 2019
- Q. 4. Answer in detail (Any One) (10)**
1. What are the key objectives of the Consumer Protection Act, 2019?
 2. Winding up of the Company
- Q. 5. Case Study: (15)**

Case Title: Ramesh Kumar vs. XYZ Electronics Pvt. Ltd.

Facts of the Case:

Ramesh Kumar, a resident of Delhi, purchased a new high-end television from XYZ Electronics Pvt. Ltd. on 15th October 2023. The television was purchased for ₹50,000 with a warranty of two years. The product was marketed as being of superior quality, with additional features such as energy-saving modes and advanced picture quality. The advertisement highlighted these features as essential selling points, claiming that the product was "perfectly built for a superior viewing experience."

Upon setting up the television at his home, Ramesh Kumar immediately noticed that the picture quality was subpar, with significant flickering and color distortions. He also found that the television's energy-saving mode didn't work as advertised. After a week of attempting to troubleshoot the issue and finding no improvement, Ramesh Kumar contacted XYZ Electronics' customer service.

The customer service representative assured him that the television would be repaired or replaced. However, after several failed attempts at repair and multiple visits to the service center, the issue was not resolved. Frustrated, Ramesh Kumar returned to the store on 1st November 2023 and demanded either a refund or a replacement television.

XYZ Electronics denied the request, citing their company policy of not offering refunds after 30 days of purchase.

On 15th November 2023, Ramesh Kumar filed a complaint with the District Consumer Disputes Redressal Forum under the **Consumer Protection Act, 2019**, claiming that XYZ Electronics had engaged in unfair trade practices by selling a defective product and making false claims about its feature

1. What remedies are available to consumers under the **Consumer Protection Act, 2019**, if they purchase defective goods?
2. How does the **Consumer Protection Act, 2019** safeguard the rights of consumers in cases of misleading advertisements and defective products?
3. In the case of Ramesh Kumar vs. XYZ Electronics Pvt. Ltd., what legal provisions were invoked, and what was the outcome of the case?
