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BACHELOR OF BUSINESS ADMINISTRATION (B.B.A.)
EXAMINATION: DECEMBER- 2024
SEMESTER - II
Sub.: Legal Aspects of Business - II (BBA23-214)

Date : 30/12/2024

Total Marks : 60

Time: 10.00am to 12.30pm

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

Q. 1. Choose the most appropriate option. (05)

1. Which of the following is NOT a method of discharging a contract?
 - a) Performance of the contract
 - b) Breach of contract
 - c) Novation of contract
 - d) Assignment of contract
2. When does the performance of a contract become due?
 - a) When the contract is signed
 - b) When the time or event for performance occurs
 - c) When both parties agree on the terms
 - d) When the goods are delivered
3. If a party to a contract fails to perform the contract, it is known as
 - a) Impossibility of performance
 - b) Breach of contract
 - c) Novation
 - d) Waiver
4. According to the Companies Act, 2013, which of the following is the minimum number of directors required for a public company?
 - a) 1
 - b) 2
 - c) 3
 - d) 4
5. Under the Companies Act, 2013, a company can be classified into which of the following types
 - a) Private company
 - b) Public company
 - c) One-person company
 - d) All of the above

Q. 2. State True / False (05)

1. The Information Technology Act, 2000, only addresses issues related to e-commerce and does not cover cybercrimes or electronic signatures.
 - a) True
 - b) False
2. Under the Information Technology Act, 2000, a digital signature is legally recognized and equivalent to a handwritten signature
 - a) True
 - b) False
3. Under the Companies Act, 2013, a private company can have a minimum of 2 members and 2 directors.
 - a) True
 - b) False
4. According to the Companies Act, 2013, a public company must have at least 7 members and 3 directors.
 - a) True
 - b) False
5. Under the Indian Contract Act, 1872, an agent has the right to receive remuneration from the principal only if the agency agreement specifically mentions it
 - a) True
 - b) False

Q. 3. Write Short notes on (Any Three) (15)

1. Capacity to the Contract
2. Articles of Association
3. Lifting of Corporate veil
4. Who can make complaint? Under Consumer Protection Act
5. What is meant by 'deficiency' under the Act?

Q. 4. Answer in detail (Any Two) (20)

1. Memorandum of Association
2. Winding up of the Company
3. Who is a Consumer and what are his rights under Consumer Protection Act
4. Duties of Seller

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 features.

Questions :

1. Does Ramesh Kumar have the right to claim a refund or replacement under the Consumer Protection Act, 2019, despite XYZ Electronics' company policy?
2. What legal grounds can Ramesh Kumar use to support his claim of unfair trade practices against XYZ Electronics Pvt. Ltd. under the Consumer Protection Act, 2019?
3. What remedies can the District Consumer Disputes Redressal Forum provide to Ramesh Kumar if XYZ Electronics is found guilty of engaging in unfair trade practice