

TILAK MAHARASHTRA VIDYAPEETH, PUNE
BACHELOR OF BUSINESS ADMINISTRATION (B.B.A.)⁽⁰⁷¹⁾/
B.Sc IN BUSINESS ADMINISTRATION (B.Sc.BA)⁽⁷⁵⁵⁾/
BBA SPORTS MANAGEMENT (472)/
BSC SPORTS MANAGEMENT ⁽⁷⁷⁰⁾
EXAMINATION :DECEMBER - 2025
SEMESTER - II
Sub.: Legal Aspects of Business - II
(BBA23-214/BBA24-214/BSBA24-214/BSC24-214)

Date : 26/12/2025**Total Marks : 60****Time: 10.00 am To 12.30 pm**

- 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. What is the Power of Central Authority
 - a) To promote Rights
 - b) To protect Rights
 - c) To Enforce Rights
 - d) All of the Above
3. 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
4. When did the IT Act 2000 came into effect?
 - a) 17th Oct, 2000
 - b) 11th Nov 2000
 - c) 17th Oct 2001
 - d) 11th Nov 2001
5. Which of the following are Consumer Disputes Redressal Agencies
 - a) Panchayat Commission
 - b) Municipal Commission
 - c) State Commission
 - d) None of the Above

Q. 2. State True / False (05)

1. Under the Information Technology Act, 2000, a digital signature is legally recognized and equivalent to a handwritten signature
 - a) True
 - b) False
2. 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
3. The Fiscal jurisdiction of the District Commission is upto 1 Crore
 - a) True
 - b) False
4. There are 6 Schedules in IT Act 2000
 - a) True
 - b) False
5. Is hacking of computers a punishable offence under the IT Act 2000.
 - a) True
 - b) False

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

1. Time and Place of dispatch and receipt of electronic record
2. Capacity to Contract
3. Misrepresentation under Contract Act
4. Duties of Seller
5. Importance of the IT Act 2000 in the contemporary era.

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

1. Difference between Articles of Association and Memorandum of Association as discussed under the Companies Act, 2013.
2. Who is a Consumer and what are his rights under Consumer Protection Act, 2019.
3. All contracts are agreements, but all agreements are not contracts." Discuss this statement with reference to the essentials of a valid contract.
4. Describe in detail the concept of Consent as provided under the Indian Contract Act, 1872.

Q. 5. Case Study (15)

Mr. X is the majority shareholder and Managing Director of a private limited company. He took a loan from the company's account for his personal vacation, arguing that since he holds 99% of the shares, the company's money is effectively his money. Later, the company went into liquidation, and creditors demanded repayment. Mr. X argued he is not personally liable.

Question

1. Is Mr. X's argument that "company money is his money" legally valid? Discuss the principle of 'Separate Legal Entity' citing the case of Salomon vs. Salomon & Co Ltd.
2. Can the 'Corporate Veil' be lifted in this scenario if it is proven that the company was used merely to defraud creditors?
