

4698

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- iii. Powers and Functions of Central Consumer Protection Authority
- iv. Cyber Appellate Tribunal
- v. Designated Partners in an LLP

(6×3=18)

(200)

[This question paper contains 4 printed pages.]

Your Roll No.....

Sr. No. of Question Paper : 4698

J

Unique Paper Code : 2924000009

Name of the Paper : Legal Environment of Business

Name of the Course : **B.A. (Hons.) Business Economics**

Semester : IV

Duration : 3 Hours

Maximum Marks : 90

Instructions for Candidates

1. Write your Roll No. on the top immediately on receipt of this question paper.
2. This paper contains seven questions. Attempt any five questions.
3. All questions carry equal marks.

1. (a) Explain the doctrine of supervening impossibility and the cases where it applies. Does this excuse the promisor from performing the contract in all cases? (10)

(b) Define the term 'Acceptance'. Explain the legal rules regarding a valid acceptance. (8)

P.T.O.

2. (a) "The rule of estoppel does not apply to a minor". Explain.

Case: Amit, a minor fraudelently represented to a moneylender that he was of full age and obtained a loan of Rs. 50,000. He purchased a laptop with that money. Has the moneylender any right of action against the minor for the money lent, or for damages for fraudulent misrepresentation? (10)

- (b) "An agreement enforceable by law is a contract." Discuss this statement and bring out the essentials of a valid contract. (8)

3. (a) Distinguish between Annual General Meeting and Extraordinary General Meeting. (10)

- (b) "The Board of Directors of a company can do all such acts and exercise all such powers as the company itself may do or exercise." Discuss this statement. Are there any restrictions on the powers of the board of Directors? (8)

4. (a) Explain the legal consequences of a misleading prospectus and the remedies available to the parties. (10)

- (b) What is a memorandum of Association? State the provisions of Company Law regarding alteration of registered office and object clause of the Memobrandum of Association. (8)

5. (a) Define unpaid seller. Explain the rights of an unpaid seller under the Sale of Goods Act. (10)

- (b) Critically examine the doctrine of Caveat Emptor and its exceptions under the Sale of Good Act. (8)

6. (a) Explain the concept of Limited Liability Partnership (LLP). Compare and contrast LLP with traditional partnership and company. (10)

- (b) Explain the producere for filing and resolving consumer complaints under the Consumer Protection Act, 2019. (8)

7. Write short notes on any three of the following:

- i. Digital signature
- ii. Transfer of Title by Non-Owners under the Sale of Goods Act