

6. (a) Define *unpaid seller*. What rights are available to an unpaid seller against the goods? (10)
- (b) A company was facing financial difficulties, and the majority shareholders, holding 97% of the shares, were willing to provide the necessary capital. To facilitate this, it was proposed that the remaining 3% shareholding be sold to the majority shareholders. However, the minority shareholders opposed the company's alteration of its Articles of Association, which sought to authorise the majority shareholders to compulsorily purchase the minority's shares. Does such an alteration bind the minority shareholders? (8)

[This question paper contains 4 printed pages.]

Your Roll No.....

Sr. No. of Question Paper : 1064

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Unique Paper Code : 2922103602

Name of the Paper : Business Legislation in India

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

Semester : VI

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. Attempt any **five** questions.

1. (a) Riya, a boutique owner in Delhi, sends a WhatsApp message to Aarav offering to sell 50 dresses at ₹1,000 each. Aarav reads the message but does not reply immediately. The next day, Riya sends another message revoking the offer. In the meanwhile, Aarav had already posted a letter of acceptance the previous evening, which reaches Riya two days later.

- When is the communication of offer, acceptance and revocation complete? Is there a valid contract between Riya and Aarav? Discuss. (10)
- (b) A consideration essential for a contract to be valid, but there are exceptions to the rule 'No consideration, No Contract'. Discuss. (8)
2. (a) A company wants to shift its registered office from Chennai to Coimbatore, both in the state of Tamil Nadu for administrative convenience. What provisions does the company have to comply with under the Companies Act 2013 for shifting its registered office? (10)
- (b) What do you understand by extraordinary general meeting? Who can call such a meeting? (8)
3. (a) Amaya enters into a contract with Aarav to sell 100 dresses. The agreement states that the ownership of the dresses will transfer to Aarav only after full payment is made next month, while the goods remain with Amaya until then. Before the payment date, the dresses are damaged in a fire at Amaya's store.
- Based on the above situation, determine whether this transaction is a *sale* or an *agreement to sell*. Also, who will bear the risk of loss and why? (10)

- (b) A contract without free consent is valid, void or voidable? Discuss the various situations in which consent is not treated as free. (8)
4. (a) State the provisions of Companies Act 2013, with respect to qualification and disqualifications of directors. (10)
- (b) Manish books a holiday package through an online travel company. The company promises a 4-star hotel stay, guided tours, and complimentary meals. However, upon arrival, Manish is provided with a low-quality hotel, limited services, and additional hidden charges are imposed. When he complains, the company ignores his requests for a refund or compensation.
- Which consumer rights have been violated in this case? What legal remedies can Manish seek under consumer protection law? (8)
5. (a) Discuss with suitable illustrations, the law relating to validity of contracts by minors. (10)
- (b) Explain the role and functions of the Competition Commission of India in maintaining fair competition in the market. (8)