

Hi-Tech Institute of Engineering & Technology

DEPARTMENT OF COMMERCE & MANAGEMENT

Course MBA

(SEM- 6th) EVEN SEMESTER MODEL PAPER 2022-23

Subject Code: KMBN-201

Subject Name: BUSINESS ENVIRONMENT
& LEGAL ASPECTS

Faculty Name: DR. PRAGYA AGARWAL

Time: 90 Minutes

Total Marks: 100

Note: 1. Attempt all Sections. If require any missing data; then choose suitably.

SECTION-A

1. Attempt all question in brief.

2x 10 = 20

Q.No	Question	Marks	CO
a.	What is general offer?	2	1
b.	State different types of business organizations.	2	1
c.	Mention the exceptions to the rule of no consideration, no contract.	2	1
d.	Is currency note a promissory note? Justify your answer.	2	1
e.	State different types of meetings in companies.	2	2
f.	State elements of LPG model in business environment.	2	1
g.	What is quasi contract?	2	1
h.	Who is a partner? Explain types of partners.	2	2
i.	Point out the duties of subscribers.	2	1
j.	What is MOA?	2	4

SECTION-B

2. Attempt any FOUR of the following:

4x10 =40

Q.No	Question	Marks	CO
a.	How the directors of company are appointed? What are their rights and liabilities?	10	3
b.	What are the silent features of Right to Information Act, 2005? How can information be obtained from Public authority? Explain the procedure as per provision of Right to Information Act, 2005	10	5
c.	<p>In 2012, Jagannath Hirav and Baby Hirav booked a flat on the 16th floor of a luxury project named Lodha Dioro at New Cuffe Parade in Wadala, Mumbai. However, their Mumbai- based builder Lodha Crown Buildmart Private Limited did not deliver the flat as promised. Therefore, the couple filed a complaint against the builder under the Consumer Protection Act, 1986.</p> <p>They alleged that they had booked a 3 BHK flat on the 16th floor of the proposed building for a price of INR 45,68,432 and paid a sum of INR 4 lakhs separately for two parking spaces.</p> <p>In 2013, the Mumbai Metropolitan Region Development Authority (MMRDA) granted commencement certificate to the proposed building project for only ground-plus-12 floors and not 16 floors. According to the complaint, the builder demanded additional payment for the 16th floor despite MMDRA's non-permission to construct beyond 12 floors.</p>	20	4

	<p>In 2015, the builder cancelled the allotted flat of the couple due to the non-payment of extra charges. Consequently, the couple went to the Consumer Protection court and filed a complaint to seek refund of the deposited amount and compensation for the damages. In their complaint, they alleged that Lodha did not inform them on reduction in the number of floors and kept demanding a balance amount as per the agreement for a flat on the 16th floor. In this way, the builder misrepresented and suppressed the true and material facts in the registered agreement.</p> <p>In defence, the builder alleged that the couple were traders who had booked the flat only for reselling purposes, and therefore cannot be regarded as ‘consumer’ as per the Consumer Protection Act, 1986. The builder also offered to refund the deposited amount or offer a new flat in the same building (on the 11th floor). However, the couple refused the offer.</p> <p>Subsequently, it was revealed that the builder did not have the permission to build even beyond 8 floors due to height restriction by the Airports Authority of India (AAI).</p> <p>RESULT: The National Commission heard the complaint and keeping all the points in mind passed an order in favour of the homebuyer couple. It directed the builder to refund INR 40 lakhs along with 9% interest per annum. It also held the directors of Lodha Crown Buildmart Private Limited, Ramandas Pandey and Pranav Goel, liable to pay the amount.</p> <p>Questions: - i) Why did the National Commission pass the order in favour of the home buyer? Explain in your own words the points in favour of the judgment. (ii) Why did the National Commission dismiss the plea by the builder that the couple was not a ‘consumer’?</p>		
d.	Discuss different kinds of companies and steps in formation of a company.	10	1
e.	How directors are appointed in companies? Also discuss duties and liabilities of directors.	10	4

SECTION-C

3. Attempt any ONE part of the following:

1x10 = 10

Q.No	Question	Marks	CO
a.	Explain various internal factors to enterprise in present changing scenario.	10	5
b.	Illustrate the implications of Michael Porter’s five forces analysis model in business.	10	3

4. Attempt any ONE part of the following:

1x10 = 10

Q.No	Question	Marks	CO
a.	Describe various macro environment factors in Indian economy.	10	3
b.	Evaluate different factors affecting international business environment in our country.	10	2

5. Attempt any ONE part of the following:

1x10 = 10

Q.No	Question	Marks	CO
a.	“An agreement enforceable by law is a contract.” Discuss the definitions and bring out clearly the essentials of a valid contract.	10	3
b.	Explain essentials of Sales of Goods Act 130 and differentiate between agreement to sell.	10	2

6. Attempt any ONE part of the following:

1x10 = 10

Q.No	Question	Marks	CO
a.	Critically examine the role of Consumer protection councils in consumer redressal in India.	10	4
b.	Evaluate contribution of E-Governance in development of modern India.	10	4