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MBA
(SEM II) THEORY EXAMINATION 2021-22
BUSINESS ENVIRONMENT & LEGAL ASPECTS OF BUSINESS

Time: 3 Hours**Total Marks: 100****Notes:**

- Attempt all Sections and Assume any missing data.
- Appropriate marks are allotted to each question, answer accordingly.

SECTION-A	Attempt All of the following Questions in brief	Marks(10X2=20)	CO
Q1(a)	State different types of business organizations.		1
Q1(b)	Point out micro environmental factors.		1
Q1(c)	Mention different types of economic systems.		2
Q1(d)	State elements of LPG model in business environment.		2
Q1(e)	What is quasi contract?		3
Q1(f)	Mention the exceptions to the rule of no consideration, no contract.		3
Q1(g)	State different types of meetings in companies.		4
Q1(h)	What is MOA?		4
Q1(i)	Define digital signatures.		5
Q1(j)	Point out the duties of subscribers.		5

SECTION-B	Attempt ANY ONE of the following Case Analyses	CO
Q2(a)	<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> <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</p>	4