


<b>Name:</b>			
<b>Enrolment No:</b>			
<div><div><b>UPES</b> <b>End Semester Examination, May 2025</b></div><div><b>Course: Business Law</b> <b>Program: BBA-FT</b> <b>Course Code: INTB3005</b></div><div><b>Semester: VI</b> <b>Time : 03 hrs.</b> <b>Max. Marks: 100</b></div></div>			
<b>Instructions:</b>			
<b>SECTION A</b> <b>10Qx2M=20Marks</b>			
<b>S. No.</b>		<b>Marks</b>	<b>CO</b>
Q 1	<div><div>1. Which of the following is not an essential element of a valid contract? A) Offer and acceptance B) Lawful consideration C) Written agreement D) Capacity of parties</div><div>2. An agreement made without consideration is: A) Always valid B) Voidable at the option of the promisee C) Void D) Enforceable if in writing</div><div>3. In contract law, the term "consideration" refers to: A) A moral obligation B) An offer only C) Something of value exchanged between the parties D) An invitation to offer</div><div>4. A company is a legal entity distinct from its members. This principle was established in which landmark case? A) Salomon v. Salomon &amp; Co. Ltd B) Donoghue v. Stevenson C) Carlill v. Carbolic Smoke Ball Co. D) Balfour v. Balfour</div><div>5. In which of the following cases does "misrepresentation" occur? A) When a false statement is made intentionally B) When a false statement is made innocently C) When silence is maintained D) When both parties agree</div><div>6. The doctrine of "Caveat Emptor" means: A) Let the seller beware B) Let the buyer beware C) Let the agent beware</div></div>	<div>2 *10 = 20</div>	<div>CO1</div>

	<p>D) Let the principal beware</p> <p>7. Under the Companies Act, the minimum number of members required to form a public company is:</p> <p>A) 2 B) 3 C) 5 D) 7</p> <p>8. The Consumer Protection Act aims to protect the interests of:</p> <p>A) Manufacturers B) Consumers C) Wholesalers D) Retailers</p> <p>9. Which of the following is not a type of intellectual property right?</p> <p>A) Copyright B) Patent C) Trademark D) Mortgage</p> <p>10. In employment law, a contract of service differs from a contract for service because:</p> <p>A) It applies only to consultants B) It involves an employer-employee relationship C) It is not legally binding D) It applies only to businesses</p>		
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**SECTION B**  
**4Qx5M= 20 Marks**

Q2	Distinguish between a 'Condition' and a 'Warranty' under the Sale of Goods Act, 1930.	<b>5 Marks</b>	<b>CO3</b>
Q3	Differentiate between general crossing and special crossing and discuss the legal effect of each.	<b>5 Marks</b>	<b>CO2</b>
Q4	Explain the importance of Intellectual Property Rights (IPR) in modern business.	<b>5 Marks</b>	<b>CO2</b>
Q5	Discuss how electronic records are treated as equivalent to physical records in the eyes of law under IT Act, 2000.	<b>5 Marks</b>	<b>CO2</b>

**SECTION-C**  
**3Qx10M=30 Marks**

Q 6	Differentiate between 'Sale' and 'Agreement to Sell'. Explain the conditions and warranties involved in such contracts with relevant examples	<b>10 Marks</b>	<b>CO3</b>
Q7	Examine the types of negotiable instruments recognized by law. Highlight the features that make these instruments negotiable with the concept of endorsement and holder in due course, supported by examples.	<b>10 Marks</b>	<b>CO3</b>
Q8	Critically Analyze the rights of consumers as recognized under the Consumer Protection Act, 2019.	<b>10 Marks</b>	<b>CO3</b>

**SECTION-D**  
**2Qx15M= 30 Marks**

Q 9	<p><b>Case study:</b></p> <p>In February 2021, Air India — India’s national carrier — was the victim of a major cyberattack, which targeted the airline’s Passenger Service System (PSS) operated by SITA, a global IT service provider for the air transport industry. The breach affected the personal data of about 4.5 million customers worldwide. The exposed data included names, date of birth, contact information, passport information, ticket details, frequent flyer data, and credit card information (though CVV/CVC codes were not included).</p> <p>Air India was informed about the breach in late February, but the compromised data dated back to 2001 through 2021 — covering a 20-year span. The airline took immediate steps to secure its systems, informed affected customers, and helped such as resetting passwords and monitoring for fraud.</p> <p>This cyberattacks raised major questions about data protection, third-party service liability, and consumer trust in the aviation industry. The incident also highlighted the need for better cybersecurity frameworks and compliance with data protection laws like the Information Technology Act, 2000, and the anticipated Personal Data Protection Bill.</p> <p><b>Answer the following:</b></p> <p>Q1. Explain the concept of "Intermediary Liability" under the Information Technology Act, 2000. Who would be considered the intermediary in this case: Air India or SITA? Discuss their legal obligations in protecting consumer data. <b>(10 Marks)</b></p> <p>Q2. Discuss the legal and ethical duties of Air India as a data controller considering this cyberattack. What steps should a company take, post-breach, to comply with the Information Technology Act, 2000, and regain consumer trust? <b>(10 Marks)</b></p> <p>Q3. Assess whether the current penalties under the IT Act are sufficient deterrents in the age of growing cyber threats. Support your answer with reasons. <b>(10 Marks)</b></p>		<b>CO4</b>
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