**Business Law**

**December 2024 Examination**

**Q1. Explain the difference between partnerships under Partnership Act, 1932 and Limited Liability Partnership Act, 2008. (10 Marks)**

**Ans 1.**

**Introduction**

The Partnership Act, 1932, and the Limited Liability Partnership (LLP) Act, 2008, govern different forms of business entities in India. Partnerships under the 1932 Act have been a traditional model, where two or more individuals come together to share profits and losses. However, the need for a more flexible structure with limited liability gave rise to the LLP Act in 2008. LLPs are designed to offer the operational flexibility of a partnership with the legal protection of limited liability, making it a popular choice for businesses looking for a balance between ease of formation and reduced personal risk. Understanding the differences between these two types of business structures is critical for businesses to choose the right model based on their size, needs, and the level of risk

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**Q2. In any contract, free consent is an integral part and therefore any agreement signed between parties should have free consent. Nivedita is about to enter into a contract and she needs to understand the concept of free consent. Therefore, please explain “Free Consent” and, the instances under which “Free Consent” in an agreement would be affected. Please provide examples for each of such instances. (10 Marks)**

**Ans 2.**

**Introduction**

Free consent is one of the most fundamental principles of contract law. According to the Indian Contract Act, 1872, an agreement becomes a legally binding contract only when it is made with the free consent of the parties involved. Without free consent, the validity of a contract can be questioned, and it may even become voidable at the option of the aggrieved party. Free consent ensures that all parties willingly enter into the contract without any form of coercion, manipulation, or misunderstanding. Nivedita, who is about to enter into a contract, should understand that her consent

**Q3. Priya is a sales field officer employed with a leading FMCG company handling B2B accounts. As part of her role, she is usually deployed at client and field sites for period ranging from couple of weeks to few months. Currently, her assignment involves working with a large conglomerate having interests in Hospitality, Hospitals, etc. Therefore, she visits at the client sites frequently and ensures that the sales and support are adequately provided.**

**She has been working with one of the leading hotel chains as the company’s client for the past 6 months and her performance has been good but in the last 2 months, she has found that few of the employees of the hotel have been hostile and offensive while interacting with her. She has been made to sit in meetings which does not require her participation. In fact, on numerous occasions, she has been yelled at. Further, the discussions during the meetings are laced with innuendos, which she felt unwelcome to be part of. In fact, few of the employees had insisted on taking her out for a private dinner which she declined and thereafter complaints have been reported against her regarding her performance to the company. She also reported this to her employer who has brushed aside her concerns stating that she is raising this issue as a counter measure to the complaints raised by the hotel against her.**

**In light of the above facts, she has approached you for an advice on the following:**

**a) Under which law can Priya claim harassment? Explain the type of harassment? (5 Marks)**

**Ans 3a.**

**Introduction**

In the given scenario, Priya, a sales field officer, is facing hostile and offensive behavior from the employees of her client, a leading hotel chain. This unwelcome behavior, including verbal abuse, inappropriate comments, and unwanted dinner invitations, could amount to harassment. In India, workplace harassment, including sexual harassment, is primarily governed by the **Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013**. This Act protects women from sexual harassment in the workplace and mandates that employers ensure a safe

**b) To whom can this harassment be reported and how should such reporting of harassment be dealt with? (5 Marks)**

**Ans 3b.**

**Introduction**

The **Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013** (POSH Act) lays down the procedures for reporting harassment at the workplace. This Act mandates that every employer must constitute an **Internal Complaints Committee (ICC)** to handle harassment complaints. In case of companies or workplaces with fewer than 10 employees, a **Local Complaints Committee (LCC)** at the district level can be approached. Priya, facing harassment, should report her issue to the ICC within her company for a formal investigation and redressal.

**Concept and Application**

**1. Reporting to the Internal**