

Name:
Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, May 2019

Course: Legal and Safety Issues in Supply Chain Sector
Program: MBA LSCM
Course code: LSCM 8007

Semester: IV
Time: 03 Hours
Max. Marks: 100

Instructions: Choice is in only in Question 1 of the Section D.

SECTION A
(Attempt All)

		Marks	CO
Q 1	Define the term "Law". State the object of law and need for it's knowledge.	2	CO1
Q 2	What is Lex Mercatoria?	2	CO1
Q 3	The law relating to contracts in India is contained in: (a) The Indian Contract Act 1872 (b) The Indian Contract Act 1972 (c) The Indian Contract Act 1930 (d) The Indian Contract Act 1932	1	CO2
Q 4	What is an Agreement?	2	CO3
Q 5	The party who gives the indemnity is known as (a) indemnity-holder (b) surety (c) indemnifier (d) principal debtor	1	CO2
Q 6	What are Goods? What are its kinds?	2	CO2

SECTION B
(Attempt All)

Q 1	Can a Minor Enter into a Contract? Discuss with the help of relevant Case laws.	4	CO4
Q 2	What is a Negotiable Instrument? What are it's types?	4	CO2
Q 3	What is Bill of Lading? What are it's characteristics?	4	CO2
Q 4	What is an Airway Bill?	4	CO2
Q 5	Define the term "Common Carrier". Distinguish between a Common carrier and a Private carrier.	4	CO3


SECTION-C
(Attempt All)

Q 1	What are the essentials of a Valid Contract?	10	CO3
Q 2	Differentiate between Sale and Agreement to Sell.	10	CO5
Q 3	Differentiate between Promissory Note and Bill of Exchange.	10	CO1

SECTION-D
(Choice is only in Question 1)

The Remaining All Questions are to be attempted

Q 1	What are the remedies for Breach of Contract? OR A husband and wife were residents in Singapore, where husband was employed. They went to India on a five-month leave. At the end of duration, the husband had to return alone as the wife was advised to remain in India because of illness. The husband promised to send her a maintenance allowance of Rs. 20,000/- per month until she returned to Singapore. The husband failed to pay the amount. The wife sued for the allowance. Will she succeed in the suit?	15	CO5
Q 2	Discuss the Doctrine of Caveat Emptor. What are its exceptions?	10	CO2
Q 3	Differentiate between Contract of Indemnity and a Contract of Guarantee.	15	CO3

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SECTION A
(Attempt All)

		Marks	CO
Q 1	Define the term "Law". State the object of law and need for it's knowledge.	2	CO1
Q 2	What is Mercantile Law?	2	CO1
Q 3	The law relating to contracts in India is contained in: (a) The Indian Contract Act 1872 (b) The Indian Contract Act 1972 (c) The Indian Contract Act 1930 (d) The Indian Contract Act 1932	1	CO2
Q 4	Define the term Contract. What are its kinds?	2	CO3
Q 5	The liability of the surety arises, when the (a) Principal debtor commits default in payment. (b) Creditor fails to recover anything from the principal debtor. (c) Courts directs him to pay. (d) Surety is reimbursed by debtor.	1	CO2
Q 6	What is a Contract of Sale?	2	CO2

SECTION B
(Attempt All)

Q 1	What are the basic feature of Sale of Goods Act, 1930	4	CO4
Q 2	Differentiate between Condition and Warranty?	4	CO2
Q 3	What is Bill of Lading? What are it's characteristics?	4	CO2
Q 4	What is an Airway Bill?	4	CO2
Q 5	What do you mean by Absolute Liability? How is it different from Product liability?	4	CO3

SECTION-C
(Attempt All)

Q 1	What is Revocation of an Offer?	10	CO3
Q 2	What is a Negotiable Instrument? What are it's Charactersitics?	10	CO5
Q 3	What is a Cheque? Draw a Specimen of a Cheque. What is Crossing of Cheques?	10	CO1

SECTION-D
(Choice is only in Question 1)

The Remaining All Questions are to be attempted

Q 1	What are the Modes of Discharge of Contract? OR Mr. Gupta rented his building to one Mr. Panwar at the rate of Rs. 1000/- per day to watch Mr. Narendra Modi's Speech during his campaign for elections. However, due to extremely bad weather the event was cancelled. Mr. Gupta demanded for the rent . However, Mr. Panwar said as the event did not take place he wasn't liable to pay the rent. Mr. Gupta filed a suit for Recovery of Rent. Will he succeed in the suit? Decide with the help of case laws.	15	CO5
Q 2	Discuss in detail the relevance of the Motor Vehicles Act, 1988?	10	CO2
Q 3	As a Logistiscs Manager what are the documents that shall prove your to title of Goods?	15	CO3