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Plot No. 2, Knowledge Park-III, Greater Noida (U.P.) –201306

**POST GRADUATE DIPLOMA IN MANAGEMENT (2021-23)
END TERM EXAMINATION (TERM -II)**

Subject Name: **Legal Environment of Business**
Sub. Code: **PG28**

Time: **02.30 hrs**
Max Marks: **40**

Note:

All questions are compulsory. Section A carries 10 marks: 5 questions of 2 marks each, Section B carries 30 marks having 3 questions (with internal choice question in each) of 10 marks each and Section C carries 20 marks one Case Study having 2 questions of 10 marks each.

SECTION - A

Attempt all questions. All questions are compulsory.

1×5 = 05 Marks

Q. 1 (A): Explain the essentials of a valid contract.

Q. 1 (B): Mention the types of partnership practiced in India with example.

Q. 1 (C): Discuss the effect of supervening impossibility on the performance of contract

Q. 1 (D): Differentiate between Conditions & Warranties under the Sale of Goods Act, 1930.

Q. 1 (E): Highlight the essentials of a contract of sale

SECTION - B

7x 3 = 21 Marks

All questions are compulsory (Each question has an internal choice. Attempt any one (either A or B) from the internal choice)

Q. 2: (A). Discuss your understanding by discharge of the contract? Also discuss the possible remedies for injured party?

.Or

Q. 2: (B). Vinod offers Jamna lal his house for Rs. 3 crores. Jamna lal replies 'I will pay Rs. 2.5 crore'. Vinod refused to sell at this price. Jamna lal then agreed for Rs. 3 crores to Vinod, but Vinod refused to sell his house. Discuss the position of parties and validity of the contract.

Q. 3: (A). Illustrate the difference between the term "Sale" and "Agreement to sell" according to the law of Sales of Goods.

Or

Q. 3: (B). An unpaid seller has an immediate right of action for the price. Discuss the legal rights of the unpaid seller against goods and buyer.

Q. 4: (A). Define Goods as per the section 2(7) under the sales of goods Act. Also state different categories of goods with example.

Or

Q. 4: (B). What do you understand by the term Memorandum of Association & Articles of Association of a Company under the Companies Act, 2013

SECTION - C

Read the case and answer the questions

07×02 = 14 Marks

Q. 5: Case Study:

A buyer signed on a ‘Customer Order Form’ for the supply of 100 pieces of electronic cards used in the Magnetic Resonance Machine of a particular make and model. The seller sent a printed form with the following: “We accept your order. The goods would be supplied to you within 10 days ...” The seller exported the goods to the buyer. On delivery, the buyer realized that the cards were not of the mentioned model. The seller received back the cards and supplied the appropriate one. The seller, however, instead of reimbursing the cost incurred by the buyer in sending back the defective goods, claimed RS 5, 000 for the transportation charges for arranging to send replacement for the defective cards. The seller pointed out terms in the ‘Customer Order Form’, running into 10 pages. The term was "The Purchaser shall return the defective parts at his own expense to the Supplier and pay for the transportation costs incurred by the seller in sending the replacement for the defective parts.”

Questions:

Q. 5: (A). *Critically analyze the above case whether the term is binding on the both parties in dispute.*

Q. 5: (B). Analyse the above case and put forward the legal implications in the above case.

Mapping of Questions with Course Learning Outcome

Question Number	COs	Marks Allocated
Q. 1:	CO1	5 marks
Q. 2:	CO2	7 marks
Q. 3:	CO3	7 marks
Q. 4:	CO2	7 marks
Q. 5:	CO4	14 marks

Note: Font: Times New Roman, Font size: 12.