

JAIPURIA INSTITUTE OF MANAGEMENT, NOIDA**PGDM/ PGDM (SM)/ PGDM (M)****4th Trimester (Batch 2016-18)****END TERM EXAMINATIONS****(September, 2017)**

Course Name	Legal Aspects of Management	Course Code	GM402
Max. Time	120 minutes	Max. Marks	40

Instructions: Attempt all questions.**Section A**

- Q.1. What is "Lease"? Explain different types of lease with suitable example. (Marks-05)
- Q.2. Write a short note on Indian Companies Act, 2013. (Marks-06)
- Q.3. Define consumer. Also, "deficiency in product" with examples. (Marks-05)
- Q.4. What is Conciliation? (Marks-03)
- Q.5. Define Contingent Contract with suitable examples. (Marks-05)

Section B

Q.6. In an auction held for the sale of license of liquor shop, defendant offered the highest bid which was provisionally accepted "...subject to the confirmation of Chief Commissioner who may reject any bid without assigning any reasons." Since defendant failed to deposit the required amount, Chief Commissioner rejected the bid. Holding the defendant liable for the difference between the bid offered by him and the highest bid accepted in re-auction, plaintiff started proceedings against him under the rule given in statute applying to person to whom "shop has been sold"

ISSUE: Whether the defendant is entitled to any relief under Indian Contract Act? (Marks-05)

Q.7. A tailor supplied 13 waistcoats and other things of that kind to an undergraduate student when latter was a minor. Student refused to pay for the goods supplied and tailor brought this suit against him for recovery of price of those goods.

ISSUES:

- Whether the goods so supplied fall into the category of necessary?
- If the answer is No, whether the contract was enforceable at law?
- On whom does the onus to prove or disprove the necessity of goods so supplied fall?

(Marks-06)

Q.8. Plaintiffs entered into contract for taking deliveries of the goods packed in wooden boxes from the defendants, which latter was to secure from London. Since British government prohibited the supply of such goods in wooden boxes, hence, defendants offered to supply the goods in bales to which plaintiffs refused and "cancel[ed] the goods" without claiming any compensation thereof in any of the correspondences. Plaintiffs later claimed damages for non-delivery.

Whether plaintiffs can claim any compensation?

(Marks -05)