



**BIMTECH**  
BIRLA INSTITUTE  
OF MANAGEMENT TECHNOLOGY

Excellence with Values

Programme: PGDM (Retail Management)

Batch: 2015-17

Trimester: 4<sup>th</sup>

PGDM (RM), 2015-17  
Legal Framework for Retail Business  
RM-401  
Trimester – IV, End-Term Examination, September 2016

Time allowed: 2 hrs 30 min

Max Marks: 50

Roll No: \_\_\_\_\_

**Instruction:** Students are required to write Roll No on every page of the question paper, writing anything except the Roll No will be treated as **Unfair Means**. In case of rough work please use answer sheet.

Sections	No. of Questions to attempt	Marks	Marks
A	3 out of 5 (Short Questions)	5 Marks each	3*5 = 15
B	2 out of 3 (Long Questions)	10 Marks each	2*10 = 20
C	Compulsory Case Study	15 Marks	15
		<b>Total Marks</b>	<b>50</b>

Section A

[3\*5=15]

**Note :** Answer any three question each carry equal marks.

1. "The new Goods and Services Tax (GST) will overcome the existing taxation system of 'cascading' and 'snow balling' effect". Comment
2. "Essence of contract is free consent". explain
3. Define contract and discuss- expressly declared to be void agreements under the Indian Contract Act. Give relevant examples
4. Define Holder and Holder in due course under the negotiable instrument Act?
5. In the light of consumerism discuss the essential elements of the consumer protection act 1986. Also state the Redressal agencies discussed in this Act.

Section B

[2\*10= 20]

**Note:** answer any two question each carry equal marks

1. 'A contract is a legally enforceable document' in the light of this statement elaborate the essential features of a valid contract. Discuss the landmark case on intention to create legal relationship.
2. Explain the 'Rights of an unpaid seller by applying the provisions of the Sale of Goods

Act?

3. Explain the 'different modes of crossing of a cheque' by applying the provisions of the Negotiable Instrument Act, 1881.

**Section C**

**[3\*5=15]**

**Note: Give your answers for the following cases:**

1. Sunil was due to perform a contract on 20<sup>th</sup> March, 2006 but on 10<sup>th</sup> of March repudiated his obligation. On 23<sup>rd</sup> March the contract became illegal through change in law. Vaibhav, the other party to the contract filed a suit for breach of contract on 25<sup>th</sup> March. Decide the case with reasons.
2. Mahesh a retail merchant draws cheque in favour of Nagendra, a minor. Nagendra indorses the cheques in favour of Omar, who in turn indorses it in favour of Priya. Subsequently, the bank dishonored the cheque. State the rights of Omar and Priya and whether Nagendra, can be made liable?
3. Compute the VAT amount payable by Mr Devendra, who purchased goods from manufacturer on payment of `8,32,000 (including VAT) and earned 20% profit on purchase price. VAT rate on both purchases and sales is 4%

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