

PGDM (RM) 2016-18
Legal Framework of Retail Business
RM-503

Trimester –V, End Term Examination ,December -2017

Time: 2.5 hours

Total 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
		Total Marks	50

Part A

[Total marks: 15 (5 marks each)]

Note: There are 5 questions in this section. Attempt any 3 questions. Each question carries 5 marks.

1. What are the salient features of UP shops and establishment act 1962?
2. Explain the 'different modes of crossing of a cheque' by applying the provisions of the Negotiable Instrument Act, 1881.
3. Discuss the doctrine of 'Audi Altarem Partem' with a relevant example)? Discuss this principle in the light of retail business operations.
4. Define Holder and Holder in due course under the negotiable instrument Act?
5. Write a brief note on Goods and Services Tax (GST)? Critically examine the relevance of this tax system in the light present business environment.

Part B

[Total marks: 20 (10 marks each)]

Note: There are 3 questions in this section. Attempt any 2 questions. Each question carries 10 marks.

1. Explain the essential elements of a valid contract? In a retail business contract what are those conditions when element of free consent becomes questionable?

2. Elaborately explain the essential elements of the consumer protection act 1986. Briefly discuss consumer councils and consumer redressal forums under this Act. Also briefly discuss unfair trade practice and restrictive trade practice as discussed under this Act.
3. What are the essential features of negotiable Instrument? Discuss the law related to dishonor of negotiable instruments (cheque) under the Negotiable Instruments Act, 1881?

Part C

[Total Marks: 15(5 marks each)]

Note: There are 3 short cases in this section. Each case carries 5 marks.

1. Arihant homes ltd, after constructing 5 floor of a 10 storey building was stopped from further continuing the contract, can this situation be considered under breach of contract? If yes, also discuss the available remedies under Indian Contract Act 1872.
2. Dheeraj is working as a chef in a reputed restaurant, he has just now attained the age of 13 years. The restaurant owner asks him to bring a person of his age for some other job connected with the restaurant. Dheeraj brings his friends Mahendra who is 15 years old and Jitendra who is 11.5 yrs old, discuss the employable status of both the individuals in light of provisions discussed under the UP shops and establishment act 1962?
3. Ramesh Chandra visited Electromarket multi brand retail outlet for electronic items, he purchased a refrigerator priced at Rs.2,00,000, and paid 10 % as down payment and rest to be paid as EMI for 18 months. After the fifth installment he stopped paying the installments, subsequently after three months the seller filed a case against Mr Ramesh. As an unpaid seller what are the rights available to Electromarket, as per the Sale of Goods Act 1930?
