



# GL BAJAJ

Institute of Management & Research

Approved by A.I.C.T.E., Ministry of HRD, Govt. of India

Roll No.....

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

POST GRADUATE DIPLOMA IN MANAGEMENT (2020 -22)

**MID TERM EXAMINATIONS (TERM -III)**

**Academic Session- 2020-21**

Subject Name : **Legal Environment of Business**

Time: 01.30 hrs

Sub. Code: **PG-21**

Max Marks: 20

**Note:**

- 1. Writing anything except Roll Number on question paper will be deemed as an act of indulging in unfair means and action shall be taken as per rules.**
- 2. All questions are compulsory in Section A, B & C. Section A carries 1 Case Study of 8 marks. Section B carries 3 questions of 2 marks each and Section C carries 2 questions of 3 marks each.**

**SECTION – A**

**\_04+04 = 08 Marks**

Q. 1: Case Study:

**XY Company Vs DHL Courier**

XY Company sent important original documents relating to an export consignment to a party in Germany with DHL. Only the original documents would have enabled the party in receiving the consignment. DHL lost the courier, causing losses to Company. XY Company was demanding the actual losses suffered by it. DHL made its customers sign a form containing the terms. Clause 5 of the terms of courier had limited the liability of the DHL in the event of loss of courier to \$100. It is apparent that the appellant (DHL) was negligent in not delivering the consignment and due to the deficiency in service, the consignment was lost. because of the negligence, loss has occurred to the complainant (XY Company).

*(A) Discuss the type of damage do you think in the case?*

*(B) The loss has to be restricted as per the terms of the contract. Discuss your point of view.*

**SECTION – B**

**02×03 = 06 Marks**

- Q. 2: Chaman Lal offers Krishan Pal his Farm house for Rs. 5 crores. Krishan Pal replies ‘I will pay Rs. 3.5 crore’. Chaman Lal refused to sell at this price. Krishan Pal then agreed for Rs. 5 crores to Chaman Lal, but Chaman Lal refused to sell his farm house. Discuss the position of parties and validity of the contract.
- Q. 3: Mr. Anand had offered a prize of Rs.1 lac to anyone who finds his lost educational certificates. Mr. Bijendra, who was unaware of the prize, found the certificates and gave to Mr. A.
- Can Mr. Bijendra thereafter claim the prize from Mr. Anand?
  - What may be the legal implication?
- Q.4: A mail to a customer from a credit card company: “We are pleased to have sanctioned a loan of Rs.5000 to you. To avail the loan, kindly sign below and send it back to us. The amount would be credited to your credit card account.”. The customer signed the form and sent it back. Are the offer and acceptance express or implied?



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## SECTION – C

**03×02 = 06 Marks**

- Q.5. Define Law and its various sources. Also mention the need to understand the legal environment,
- Q. 6. Discuss your understanding by discharge of the contract? Also discuss the possible remedies for injured party?

### Mapping of Questions with Course Learning Outcome

COs	Question Number(s)	Total Marks Allocated to the CO
CO1	Q2, 3,4,5	6
CO2	Q 1	8
CO3	Q6	6
CO4		
CO5		

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