

Name:



Enrolment No:

**UNIVERSITY OF PETROLEUM AND ENERGY STUDIES**

**End Semester Examination, May 2023**

**Course: Legal & Safety Issues in Supply Chain Sector**

**Semester: IV**

**Program: MBA LSCM**

**Time: 03 hrs.**

**Course code: LSCM8007**

**Max. Marks: 100**

**Instructions:**

**SECTION A  
10Qx2M=20Marks**

1. Instruction: Select the correct answer(s)

S. No.	Question	Marks	CO
Q1	An agreement enforceable by Law is a 1. Promise 2. Contract 3. Obligation 4. Lawful promise	2	CO1
Q2	A void agreement is one which is. 1. Valid but not enforceable 2. Enforceable at the portion of both parties 3. Enforceable at the portion of one party 4. Not enforceable in a Court of Law	2	CO1
Q3	Which of the following is false? An offer to be valid must. 1. Intend to create legal relations. 2. Have certain and unambiguous terms. 3. Contain a term the non-compliance of which would amount to acceptance. 4. Be communicated to the person to whom it is made.	2	CO1
Q4	What is legal terminology for the doing or not doing of something which the promisor desires to be done or not done? 1. Desires 2. Wishes 3. Considerations 4. Promise	2	CO1
Q5	An offer may lapse by 1. Revocation 2. Counteroffer 3. Rejection of offer by offeree 4. All of these	2	CO1
Q6	Which of the following statement is true? 1. Consideration must result in a benefit to both parties. 2. Past consideration is no consideration in India. 3. Consideration must be adequate.	2	CO1

	4. Consideration must be something which a promisor is not already bound to do.		
Q7	Ordinarily, a minor's agreement is. 1. Void ab initio 2. Voidable 3. Valid 4. Unlawful	2	CO1
Q8	A agrees to sell his car worth Rs. 100000 lakh to B for rs.20000 and A's consent was obtained by coercion. Here, the agreement is: 1. Void 2. Valid 3. Voidable 4. D. Unlawful	2	CO1
Q9	A, B and C jointly promised to pay Rs.60000 to D. A was compelled by D to pay the entire amount of Rs.60000. Here 1. A can file a suit against D for recovery of the amount exceeding his share. 2. A is entitled to recover Rs.20000 each from B and C 3. On payment by A, the contract is discharged, and B and C are also not liable to A. 4. D is not justified here and is liable to refund the entire amount to A	2	CO1
Q10	Which of the following statements is correct? 1. Ordinary damages are recoverable. 2. Special damage is recoverable only if the parties knew about them. 3. Remote or indirect damages are not recoverable. 4. All of these	2	CO1
<b>SECTION B</b> <b>4Qx5M= 20 Marks</b>			
1. Instruction: Write brief notes (max. half page each)			
Q11	An advertisement of an airline announced on various billboards: "Fly Mumbai-Delhi for INR 3, 200. Call our airline at number_____". Ramesh called up the airline and asked for a ticket for the next week. The airline refused to give a ticket for that fare. Ramesh Insists. 1. Who is making an offer? 2. Is an agreement indeed arisen?	5	CO2
Q12	Arvind bought cycles for the purpose of hiring them out to tourists visiting the area. Santosh was the tourist who had hired a cycle. The cycles were defective. The handle of the cycle broke, injuring Santosh. Are Arvind and Santosh Consumers? Explain.	5	CO2

Q13	B. C. Deb, a landowner in Keonjhar district, Odisha reached an agreement with Vijaya Minerals Ltd. For the sale of iron ore. The written agreement provided the price at which the ore was to be sold. It was a long-term contract, but it did not provide for any price variation. Mr Deb refused to supply the ore, and company came before the court for the enforcement of the contract. Mr. Deb contended that the price was grossly inadequate, barely 16% of the market selling price, and it did not even meet the costs of extraction. Can landowner escape the contractual obligation?	5	CO4
Q14	A supplier got an order to make a machine of a particular specification. The purchaser cancelled the order later. The supplier got another order for somewhat similar machinery. To mitigate his losses, the supplier made the necessary alterations in the machinery and sold it to the second purchaser. The second purchaser claimed that that the measure of damages was merely the cost of the conversion of the machinery for the second purchaser and his slight loss on the re-sale. Do you agree? Why or why not?	5	CO4
<b>SECTION C</b>			
<b>3Qx10M=30 Marks</b>			
1. Instruction: Answer with brief explanation (max one page each)			
Q15	Write a brief note on the relevance and applicability of “The Carriage by Road Act, 2007” and the subsequent amendments from the point of view of a logistics manager.	10	CO3
Q16	Write a brief note on the relevance and applicability of the “Carriage by Sea Act, 1925” and the subsequent amendments from the point of view of a supply chain manager.	10	CO3
Q17	Write a brief note on the relevance and applicability of the Indian “Arbitration and Conciliation Act, 1996” for a business.	10	CO4
<b>SECTION D</b>			
<b>2Qx15M= 30 Marks</b>			
1. Instruction: Answer with explanation (max. two page each)			
Q18	Write your commentary on the effectiveness of the Code on Occupational Safety, Health, and Working Conditions, 2020 with respect to regulating the safety, health, and the working conditions of: 1. Women workers 2. Contractors and contract workers	15	CO2
Q19	List the benefits and explain the features of Marine Insurance.	15	CO3