

Name:

Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, May 2020

Course: Legal and Safety Issues in Supply Chain Sector

Program: MBA LSCM

Course code: LSCM 8007

Instructions: Choice is only in Question 2 of the Section B.

Semester: IV

Time: 03 Hours

Max. Marks: 100

SECTION A

(Attempt All)

(30 Marks)

		Marks	CO
Q 1	According to Slater, “the phrase _____ is used to denote that portion of the law with the rights and obligations arising out of transactions between mercantile persons”.	5	CO1
Q 2	In the wake of the Bhopal Gas tragedy, the Government of India enacted the Water Act and Air Act under Article 253 of the Constitution of India. (TRUE/FALSE)	5	CO2
Q 3	The law relating to cheques, Promissory Notes & Bill of Exchange in India is contained in which legislation: (a) The Indian Contract Act, 1872. (b) The Cheques, Promissory Note & Bill of Exchange Act, 1972. (c) The Negotiable Instruments Act, 1930. (d) The Negotiable Instruments Act, 1881.	5	CO2
Q 4	“Contract of Affreightment” is the contract of Carriage of goods by air. (TRUE/FALSE)	5	CO3
Q 5	The party who gives the indemnity is known as _____. (a) indemnity-holder (b) surety (c) indemnifier (d) principal debtor	5	CO1
Q 6	Section _____ of the Warehousing (Development and Regulation) Act, 2007 defines Warehouse Receipt.	5	CO3

P.T.O.

SECTION B
(Choice is Only in Question No. 2)
(50 Marks)

Q 1	Discuss the relevance of the Arbitration and Conciliation Act, 1996.	10	CO1
Q 2	Write a short note on:- a) Promissory Note; b) Bill of Exchange; and c) Cheque OR Discuss the Doctrine of Caveat Emptor. What are its exceptions?	10	CO1
Q 3	What is an Environment Impact Assessment? Which law deals with it?	10	CO2
Q 4	Define the term "Common Carrier". Distinguish between a Common Carrier and a Private carrier.	10	CO3
Q 5	Write a short note on:- a) Bill of Lading and Charter Party; b) Forwarding Note; c) Airway Bill.	10	CO3

SECTION C
(Attempt All)
(20 Marks)

Q 1	Mr. Adam Burns and his wife Mrs. Andi Burns were residents of Singapore, where Mr. Burns was employed. They went to India on a five-month leave. At the end of duration, Mr. Burns had to return alone as Mrs. Burns was advised to remain in India because of illness. Mr. Burns promised to send her a maintenance allowance of Rs. 1,00,000/- per month until she returned to Singapore. Mr. Burns failed to pay the amount. Mrs. Burns sued for the allowance. In the light of the above answer the following questions:- a) With the help of case-laws decide whether Mrs. Andi Burns would succeed in the Court of Law? b) State the Sine Qua Non of a Valid Contract.	20	CO4
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