

LL.M. (CBCS Pattern) Semester-II
PLC07D - Economics Legislation

P. Pages : 2

Time : Three Hours



GUG/S/25/10153

Max. Marks : 80

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- Notes : 1. All questions are compulsory.
2. All questions carry equal marks.

1. Explain what are the general principles of contract. Umesh has agreed to sell his property to Ganesh for rupees 10 lakhs. But that property was destroyed by an accidental fire before Umesh could sell it to Ganesh. Ganesh institutes a suit against Umesh for breach of contract. Decide the matter with the help of provisions under law of contract.

OR

Discuss the nature and special problems relating to Government Contract. 'A' contract to supply goods on a specified day to 'B'. 'A' does not supply on that day, as a consequence of it 'B' has to close the factory. Advise remedies available to 'B'.

2. Briefly explain the meaning of 'consumer' with reference to Consumer Protection Act. What are the situations in which a complaint can be lodged by the consumer to claim compensation under the act? Also discuss the means of consumer protection followed in India.

OR

Discuss the procedure for filing a complaint with the consumer redressal forum. What are powers of the consumer redressal forum?

3. Define the term unfair trade practices. What are the provisions related to unfair trade practices under the consumer protection Act? "Sumit wants to buy a chocolate. He consumes a chocolate which is expired but fraudulently sold by seller. What remedy is available to Sumit?

OR

Explain briefly about state commission regarding its composition, jurisdiction, procedure and relief available to consumers under the consumer protection Act.

4. What is meant by Alternative Dispute Resolution (ADR)? Discuss the areas in which ADR works. Do the ADR processes provide procedural flexibility of a conventional trial? Explain.

OR

Ram and Shyam entered into an agreement to refer a dispute relating to the genuineness of a will to an arbitral tribunal. In spite of this, Shyam commenced proceedings relating to this dispute in the district court's competent jurisdiction. Ram filed an application for a stay of legal proceedings under the arbitration & conciliation Act. Will Ram succeed? Explain.

5. What is meant by 'arbitration agreement' under the Arbitration and Conciliation Act, 1996? Should the arbitration agreement be in writing and whether the jurisdiction of civil court is barred?

OR

Advise the reasons:

- a) Ramendra prefers an appeal for setting aside the arbitral award on the ground that he was not given proper notice of arbitral proceedings and thereby not being able to present his case. He also furnishes sufficient proof and pleads before the court that he received the arbitral award just 10 days back. Whether Ramendra will succeed in his? Whether the law of limitation will not be a bar?
- b) Discuss the recent development of ADR. Can the proceedings of arbitration be terminated?
