

1. Case study on capacity to contract:

1. Margaret owned an antique store that specialized in rare porcelain dolls. When she opened the business in 1989, it was at a shop in an eastern suburb of Melbourne. In 1999 she started to advertise on the Internet and by 2006 the business had grown to the point where she needed help to keep the business going. After a family discussion one night at the kitchen table in July 2006, it was agreed that Margaret would probably keep the business going for another couple of years and then retire. Emily, her youngest daughter and aged 16, would work in the shop as long as was needed and in return, she would receive any unsold dolls. When Margaret retired at the end of 2009, she decided that she would give the unsold stock to charity and they could auction it and keep the proceeds. Advise Emily.

SOLUTION

Issues:

There was an oral agreement between Margaret and Emily but at the time of entering into agreement Emily was a minor i.e. under the age of 18 years. Basically there are two issues involved in it, first whether Emily can confirm the agreement between them as a contract after attaining majority? Second whether Emily has the right to bind Margaret under the agreement between them.

Law: A contract with a Minor can be valid, void or voidable at the option of the minor. [Business Law, 2009] The contract entered by the minor for the benefits of service paid by him is a valid contract. A minor has a right to repudiate contract after attaining the age of majority and escape from the liability or can reaffirm that.

Application: Here, Margaret agreed to give Emily the unsold stocks against the service provided by her but at the time of retirement she announces to give the unsold stocks in charity. Emily can make Margaret to comply with the terms of agreement as it was a legally enforceable agreement. It is only Emily who can make the contract void after attaining the age of

majority. But this option can be exercised by her only during her minority once she attained the age of majority. Once she does nothing during her minority to repudiate the contract, she can not make it void after that. [Mance, 2011]

Conclusion: Therefore in this situation, in 2009 the agreement became legally enforceable and Emily has all the rights as a party to the contract, so she can bring a suit in the court of Law against Margret to take all the benefits.

2. Case study on valid contract

Mr. X invited Mr. Y as his business partner for x's sisters marriage. y accepted the invitation in this ground x booked a table in a costly hotel where the marriage takes place. due to some reason y could not attend function. what type of contract is this valid contract. Justify your answer.

Solution:

This is not a valid contract on the following grounds

- a. This is a social agreement. the agreement is not created with an intention to create legal relationship rather to create a social relationship.
- b. There is no consideration involved in the contract hence it is not a valid contract.

3. Case study on Companies act, 1956

Confident co.ltd is confident enough to collecting its share capital without approaching the public .can a public company collect capital privately? Should it issue prospectus?

Solution:

A public company can also raise its capital by placing the share privately and without inviting the public for subscription of its share or debentures .in this kind of arrangement, an underwriter or broker finds persons, normally his clients who wish to buy the shares. He acts merely as an agent and his function is simply to procure buyer for the share, I.e., to place them. Since no

public offer is made for shares, there is no need to issue any prospectus. However, under section 70, such a company is required to file with the registrar a statement in lieu of prospectus at least 3 days before making allotment of shares or debentures.

4. Case study on cyber law:

Baazee.com case 1:

CEO of Baazee.com was arrested in December 2004 because a CD with objectionable material was being sold on the website. The CD was also being sold in the markets in Delhi. The Mumbai city police and the Delhi Police got into action. The CEO was later released on bail. This opened up the question as to what kind of distinction do we draw between Internet Service Provider and Content Provider. The burden rests on the accused that he was the Service Provider and not the Content Provider. It also raises a lot of issues regarding how the police should handle the cyber crime cases and a lot of education is required.

REVIEW: Case background

: Cyber law is a much newer phenomenon having emerged much after the onset

Of internet. Internet grew in a completely unplanned and unregulated manner. Cyber law is a generic term which refers to all the legal and regulatory aspects of internet and the World Wide Web. Anything concerned with or related to or emanating from any legal aspects or issues concerning any activity of netizens in and concerning cyberspace comes within the ambit of cyber law.

Case Facts

CEO of Baazee.com was arrested in December 2004 because a CD with objectionable material was being sold on the website.

The case opened up the question as to what kind of distinction do we draw between Internet Service Provider and Content Provider.

The burden rests on the accused that he was the Service Provider and not the Content Provider.

The Mumbai city police and the Delhi Police got into action. The CEO was later released on bail. It also raises a lot of issues regarding how the police should handle the cyber crime cases and a lot of education is required.

Review:

Lack of evidence of content producer

Lack of knowledge of cyber law's By law and regulations to police officials

Lack of strong law enforcing practice for cyber criminals

Easier grant of bail to the suspects and criminals.

5. Anti-dumping measures as a tool to protectionism**Abstract:**

The subject of this caselet is the oil and gas exploration market in India. The new exploration and licensing policy (NELP) and its effects are also focused on. The caselet discusses the controversy between Cairn Energy PLC and ONGC over the payment of production tax (cess). It also discuss at length the actions of the petroleum ministry to resolve the problem and the refusal of Cairn Energy to pay the (cess) and royalty.

Issues:

- » Progress under NELP.
- » Controversy between Cairn Energy PLC and ONGC over the payment of production tax (cess)
- » Refusal of Cairn Energy PLC to pay the cess.
- » Law Ministry's decision over the payment of statutory dues of royalty.
- » Dispute between Cairn Energy PLC and Petroleum Ministry.
- » Cairn Energy's disagreement with the ruling of Law Ministry.

Introduction

In 1996-97, crude oil production in India was around 32.90 million tonnes (mt) while consumption of petroproducts was around 79.16 mt. India's gross import of crude oil and petro products in the 1996-97 fiscal touched 54.17 mt, at a cost of Rs 34,172 crore.

To reduce the increasing gap between demand and production, the Government of...

Questions for Discussion:

1. Is Cairn right in refusing to pay the cess on crude oil it planned to produce from Barmer district? Justify your answer.
2. What is NELP? Discuss its role in increasing the production of oil and natural gas in India.

Key words:

Crude oil, petro-products, New exploration and licensing policy (NELP), Cairn Energy PLC, Declaration of Commerciality, Thar desert, Field Development Plan, Oil and Natural Gas Corporation (ONGC), Petroleum Ministry, production tax (cess), Law Ministry, Production Sharing Contract (PSC).