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MIBH 501

Third Semester M.B.A. (IB) Degree Examination, December 2018
INTERNATIONAL BUSINESS
International Business Law

Time : 3 Hours

Max. Marks : 70

SECTION – A
(Compulsory)

Note : Answer to this question should **not** exceed **6** pages. **(1×15=15)**

1. Discuss the International law for protection of Intellectual Property Rights (IPR).

SECTION – B

Answer **any five** questions. **Each** question carries **8** marks. Answer to **each** question should **not** exceed **five** pages. **(5×8=40)**

2. 'There is no single uniform international business law which governs foreign business transaction'. Comment.
3. Define Foreign Trade. Explain the impact of Foreign Trade (Exemption From Application of Rules in certain Cases) Order, 1993 upon India's foreign trade.
4. Explain the role of WTO in liberalizing International Trade.
5. How Regulation of Foreign Exchange effect foreign trade ? Write a note on FEMA 1999.
6. Why is the Dispute settlement Mechanism so important ? Explain.
7. Compare and Contrast employment discrimination law of any two countries.
8. What you mean by National Treatment ? Explain with exceptions.
9. Discuss the international law relating to product liability.

P.T.O.



SECTION – C
(Compulsory)

Answer to this question should **not** exceed **6** pages :

(1×15=15)

10. “Shared Imaging” a American company, agreed to purchase an MRI Machine from “Neuromed”, a German Seller. The one page contract of sale stated that the delivery terms were “CIF New York Seaport, the buyer will arrange and pay for customs clearance as well as transport to Calumet City”. In addition, under ‘Disclaimer’ it stated, “system including all accessories and options remain the property of Neuromed till complete payment has been received”. Payment was to be made when the machine was received in Calumet City. The contract also stated that it was to be governed by the laws of Germany. The MRI was loaded abroad the vessel Atlantic Carrier undamaged and in good working order. When it reached its destination of Calumet City, Illinois, it had been damaged and was in need of extensive repair, which led plaintiff to conclude that the MRI had been damaged in transit. Shared Imaging filed its claim for insurance and insurance company brought an action against Neuromed for damages.

Questions :

Will they Succeed ? And decide the rights and liabilities of parties under CIF contract.
