

**THE OPEN UNIVERSITY OF SRI LANKA**  
**FACULTY OF ENGINEERING TECHNOLOGY**  
**BACHELOR OF INDUSTRIAL STUDIES**  
**FINAL EXAMINATION-2011/2012**  
**MEJ 5253 – INDUSTRIAL LAW**



**DATE : 15<sup>th</sup> March 2012**  
**TIME : 0930hrs –1230hrs**  
**DURATION : 03 hours**

**INSTRUCTIONS:**

- (a) Answer any five (05) questions only.**
- (b) All questions carry equal marks.**

**QUESTION 01**

- (i) Write a note on the recognized sources of Law in Sri Lanka.
- (ii) Explain the difference between Personal Law and Territorial Law giving examples.

**QUESTION 02**

- (i) Describe distinctly the powers of the District Court and the High Court.
- (ii) “Supreme Court has jurisdiction with regard to several matters”. Discuss.

**QUESTION 03**

- (i) What are the requirements for a valid offer? Explain.
- (ii) “Valuable consideration” is a requirement known to English Law of Contract. Explain the different categories of consideration.

**QUESTION 04**

- (i) Bandula who decides to watch a film at Rio Cinema pays Rs. 300 for a balcony seat. At the entrance to the balcony, there was a prominently displayed notice stating that the proprietors of the cinema are not liable for any injury caused to patrons while being in the cinema. While watching the film the chair on which Bandula was seated collapsed and he suffered injuries. Bandula seeks your advice to sue the proprietors of the cinema. How would you advise?
- (ii) Explain the capacity of parties to contract.

QUESTION 05

- (i) Briefly explain Declaration theory, Recognition theory and Expedition theory regarding acceptance of offers by correspondence.
- (ii) Sunil, a building contractor, purchased a stock of roofing sheets which was in excess of his requirement and he needed to sell half his stock urgently to improve his cash flow. On 3<sup>rd</sup> January 2011 Sunil wrote to Nimal who was also a building contractor offering to sell 1000 sheets to Nimal for Rs.500,000 and requested a reply in course of post. Sunil's letter reached Nimal on 7<sup>th</sup> January. Nimal posted a letter of acceptance on the same day which reached Sunil on 10<sup>th</sup> January. Since Sunil did not hear from Nimal until 8<sup>th</sup> January and he was in urgent need of cash, Sunil sold the sheets to Sarath on 9<sup>th</sup> January.
- Explain whether
- there is a valid contract between Sunil and Nimal, and
  - there is a breach of contract by Sunil in selling sheets to Sarath.

QUESTION 06

- (i) Briefly explain the tests used to ascertain whether the employment is a contract of employment or a contract for employment.
- (ii) Explain the relief available to an aggrieved employee in respect of termination of his employment.

QUESTION 07

- (i) What are the three elements which a plaintiff must prove to be successful in an action for negligence? Explain.
- (iii) Sita has been interviewed for a post of secretary at Perera & Co. While coming down the steps from the office, Sita slipped, and reached for the stair rail, which gave way. Sita sustained a broken leg.
- State, giving reasons, whether Sita would be successful in suing Perera & Co. for negligence.

QUESTION 08

- (i) What are the defences to the rule in Rylands Vs Fletcher?
- (ii) Write short notes on the following.
- Precautionary Principle
  - Polluter pays Principle

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