

Case №1

The registry declared the person missing, whose whereabouts have been unknown for 28 months. According to this decision the friend of this person was ordered to administer the property of the missing person as property held in trust.

Question:

1. How legitimate is this decision and why?

(4 marks)

[illegible]

Case №2

By the resolution of the Government of Georgia, which was voted by 2/3 of the members of the Government, the international treaty was ratified on April 5, 2016. The resolution was signed by the President.

Question:

1. To what extent are the norms of the current legislation observed in this case and why?
2 marks
2. What kind of legal acts are there?
2 marks

This image shows a blank sheet of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №3

Several individuals (partners) have established a society in which the partners jointly, under a single brand name, engage in entrepreneurial activities and are liable to the creditors directly and unrestrictedly for the liability of the society.

Question:

1. What type of society was founded in this case? 2 marks
2. At least how many partners should there be in such a society? 1 mark

This image shows a blank sheet of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №4

The registration body refused the founders of the association „Alion" to register the organization by the reason that the documents attached to the application was not notarized and gave a 3-day deadline to eliminate the defect.

Question:

1. How legal is the decision of the registration body and why? 4 marks
2. Who maintains the register of non-profit legal entities? 2 marks

[illegible]

Case №5

Sole trader Lela Dumbadze hired Ia Kasradze as a seller in her shop on the basis of an employment contract and transferred (handed over) goods worth 12000 GEL on the basis of the relevant acceptance act. In addition, he signed a contract on material liability.

Question

1. Is Ia Kasradze the owner of the goods handed over to her and why?

3 marks

[illegible]

Case №6

Lado Beridze signed an agreement with the publishing house to publish his collection of poems, which stipulates that he will receive a fee of 8000 GEL. While taking a loan at the bank, he submitted the above agreement and asked to pledge the royalty claim to secure the loan.

Question:

1. To what extent does the current proposal of the poet to pledge the request for a fee to secure a loan comply with the current legislation ? **3 marks**
2. What is the common between a pledge and a mortgage? **3 marks**

Case №7

Citizen Avtandil Devidze had a deposit of 10,000 GEL in JSC Agro Bank in 1999. In 2000, Avtandil Devidze died suddenly. One of his heirs knew nothing about the deposit, but in February 2021 he accidentally found out about the deposit and applied to the bank. The bank explained to him that the maximum statute of limitations of 10 years, which is established by the Civil Code, has expired and therefore there is no right to demand the amount.

Question:

- 1. To what extent does the bank's definition comply with current legislation and why?**

2 marks

- ## 2. How much is the statute of limitations for contractual requirements?

1 mark

[illegible]

Case 8

In Orion Ltd., the state holds more than 50% of the total number of votes. Taking into account this fact, the director of the society Tengiz Barbakadze stated that the current legislation in such a case requires a partner to convene a meeting and elect a supervisory board.

Question:

- 1. To what extent does the definition of the director of Orion Ltd. comply with the current legislation and why? 4 marks**

This image shows a blank sheet of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №9

„Liakhvi" Ltd. signed a contractor agreement with the J/V „Mshenebeli”, according to which the builder was to build a trade center. Prior to the completion of the work, Liakhvi Ltd rejected the contractor contract.

Question:

- 1. What is the obligation of „Liakhvi” Ltd in this case? 3 marks**
- 2. What is the deadline for the customer to submit a request due to a lack of performance? 3 marks**

[illegible]

Case № 10

Kenchadze handed over 2000 sq.m. land plot with the right of superficies to Nemsadze for 49 years.

Question:

1. Which ordinary right is entered the right of superficies in the public register? 3 marks
2. For how many years can a contract for the transfer of land with the right of superficies be signed? 3 marks

This image shows a full page of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №11

Irakli Tavadze leased a plot of land from Nana Nemsadze for 9 years and built a 2-room brick house on it. After the lease expired, Irakli Tavadze decided to demolish the house and sell the construction materials, to which Nana Nemsadze stated that the house belonged to him.

Question:

- 1. How legal is Nana Nemsadze's statement and why? 3 marks**
- 2. What is a movable property? 3 marks**

This image shows a full page of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №12

Giga Avaliani saw a video camera in the catalog of the online store, which he liked very much. Giga made a request to purchase a video camera the same day, but could not get a response from the online store.

Question:

1. What will be the invitation to the offer, the offer and the acceptance in this particular case? 3 marks
2. How does current legislation deal with late acceptance of offer? 3 marks

This image shows a blank sheet of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №13

16-year-old Leri Nakashidze worked in a chemical plant in a mineral fertilizer packing workshop according to the shift schedule approved by the employer. Due to the extreme business necessity, the shift schedule was changed, about which Leri Nakashidze was notified 5 days in advance.

Question:

1. How is the requirement of law kept in this particular case and why? 3 marks
2. How many hours should the duration of rest between shifts not be less than? 1 mark

[illegible]

Case №14

Paata Koridze rented an apartment from Ketevan Shubladze for 3 years. During the term of the tenancy agreement, the employer repaired two faucets in the kitchen, the wardrobe in the entrance and replaced the handle in the bedroom at his own expense. During the final settlement, Paata Koridze demanded that Ketevan Shubladze be reimbursed for his expenses.

Question:

1. How legal is Paata Koridze's request and why? 2 marks
2. How shall be made termination of a tenancy agreement? 2 marks

[illegible]

Case №15

Nika Nutsubidze granted Lika Tsintsadze the right to sell his country house in accordance with the rules established by the current legislation, and after 2 weeks he changed the decision and revoked the above-mentioned authority.

Question:

1. According to the current legislation, what are the grounds for termination of power of agency? **3 marks**
2. What is the obligation of the agent upon extinguishment of authority? **1 mark**

This image shows a blank sheet of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №16

JSC Comfort, as contractor, was building the 4-storey administrative building of „Kalo” Ltd, and to meet its requirements, JSC Comfort requested a mortgage on the black frame of the already constructed building.

Question:

1. Does the JSC comfort requirement comply with the current legislation and why? 2 marks

[illegible]

Case №17

The branch of a foreign audit firm was registered in the Entrepreneurial Register on February 3, 2022 in accordance with the rules established by the current legislation. A few days later, the branch began to provide audit services in Batumi.

Question:

1. After which does the branch of the foreign enterprise acquire the authority to conduct a audit in Georgia? 2 marks
2. Which category of enterprises and groups are required by law to provide an audit of their own financial statements / consolidated financial statements? 2 marks

[illegible]

Case №18

On December 1, 2018, Lekishvili in the presence of witnesses promised Gurgenidze to provide a loan of 10,000 GEL for April 2019 .

In April, Gurgeneidze demanded that Lekishvili fulfill his promise, but was denied.

Question:

1. Can Lekishvili refuse to lend and in what case?

2 marks

This image shows a full page of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №19

Vitali kereselidze borrowed \$ 10 000 from Badri Kashia and pledged antique furniture to secure the loan. The parties have agreed that the pledgor will not transfer or re-pledge the pledged item until the pledge is terminated. The pledger defaults on his obligation under the above-mentioned condition.

Question:

1. What right is granted to a pledgee in such case according to the current legislation?

3 marks

[illegible]

Case №20

The court made a decision on compulsory administration of the mortgaged building. Due to the fact that the debtor has been living in this building with his/her spouse, the court obliged him/her to pay the rent on market terms from the date of compulsory administration of the building.

Question:

1. To what extent does the court decision on the imposition of rent on the debtor comply with the current legislation? 3 marks
2. In what cases should the compulsory administration be extinguished? 2 marks

[illegible]

Case №21

Nukri Odikadze found an expensive Swiss watch on the bike path and handed it over to the competent authority the same day. A few months later the item was returned by the owner.

Question:

1. What requirement can Nukri Odikadze have according to the law against the owner of the thing in this case? 2 marks
2. What case is not used a one-year time for acquiring ownership on a found thing? 2 marks

[illegible]

Case №22

JSC „Alioni“ shareholder Glonti, who owned 20% of the ordinary shares of the company, sold his shares to citizen Khintibidze. Because of this, the director of the company applied to the registration body with a request to register the changes. The registration body did not make any changes to the registration on the grounds that the share purchase agreement had not been notarized and set a 30-day deadline for the applicant to rectify the defect.

Question:

1. Did the registration body act in accordance with the law and why?

3 marls

This image shows a blank sheet of white paper with horizontal dashed lines, typical of primary-ruled notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Case №23

Citizen Inga Levidze rented her apartment to Kote Kekelia. The renter did not pay the rent for 3 months.

Question:

- 1. Does Inga Levidze have a mortgage right on the movable things brought into the apartment by Kote Kekelia and why? 2 marks**

[illegible]

Case №24

Leasing company „Enguri" handed over refrigeration equipment to trading company „Ergneti" for 5 years under a leasing agreement. Two months before the expiration of the contract, the company „Enguri" required the company „Ergneti" to purchase the leased object, but was refused on the grounds that the parties did not include the relevant provision in the contract.

Question:

- 1. How legal is the refusal of the trading company „Ergneti" in this case and why? 2 marks**

[illegible]

Case №25

The director of Joint Stock Company „Kera" made a decision to acquire a commercial space from Sole Trador „Jaba Farulava" to expand the production and signed a written sale-purchase agreement.

Question:

1. How lawful is the action of the director in this case and why?

2 marks

[illegible]