

LAW
(Paper II)

Time Allowed : Three Hours

Maximum Marks : 300

QUESTION PAPER SPECIFIC INSTRUCTIONS

(Please read each of the following instructions carefully before attempting questions)

There are EIGHT questions divided in two Sections.

Candidate has to attempt FIVE questions in all.

Question Nos. 1 and 5 are compulsory and out of the remaining, any THREE are to be attempted choosing at least ONE question from each Section.

The number of marks carried by a question/part is indicated against it.

Wherever any assumptions are made for answering a question, they must be clearly indicated.

Word limit in questions, wherever specified, should be adhered to.

SECTION 'A'

1. Answer any three of the following (answer to each question must not exceed 200 words).
Support your answer with legal provisions and decided cases:

20×3=60

- (a) “The constitutional validity of Section 124A of Indian Penal Code was questioned in Kedar Nath Singh on the ground of the provision of the section being in violation of freedom of speech and expression.” Briefly discuss the contentions and give reasons for or against the decision in the said case.
- (b) Distinguish between criminal breach of trust and criminal misappropriation of property.
- (c) “All torts are civil injuries but all civil injuries are not torts.” Explain the above statement.
- (d) Distinguish between tortious liability and contractual liability.

2. Referring to relevant legal provisions, and decided cases, point out what offence, if any, has been committed in the following cases:

10×6=60

- (a) A soldier A fires on a mob by the order of his superior officer in conformity with the commandments of law.
- (b) A sees B commit what appears to A to be a murder. A in good faith seizes B in order to bring B before the proper authorities. Later on, it turns out that B was acting in self-defence.
- (c) A finds a ring on the highway not in the possession of any one person. A picks it up.
- (d) A cuts down a tree on B's ground with the intention of dishonestly taking the tree out of B's possession without B's consent.
- (e) A intentionally gives a sword cut to B sufficient in the ordinary course of nature to cause death. B dies in consequence.
- (f) A without any excuse, fires a loaded pistol into a crowd of persons and kills one of them.

3. (a) Discuss the law relating to commencement and continuance of the right of private defence of property. When does the right of private defence of property extend to the causing of death? **30**

- (b) Discuss the jurisdiction of various authorities under the Consumer Protection Act, 1986 for the settlement of disputes. **30**

4. (a) “In assessing damages, the law takes an account of certain consequences but considers only proximate consequences.” State the test by which the remoteness of consequences is **30**

determined by the courts for this purpose. Refer to judicial pronouncements.

- (b) Critically examine the provisions of 'The Protection of Civil Rights Act, 1955' and highlight the deficiencies, if any, in the said law. **30**

SECTION 'B'

5. Answer any three of the following (answer to each question must not exceed 200 words):

20×3=60

- (a) Whether an agreement without consideration is void? Discuss the rule with exceptions, if any.
- (b) "The strict adherence to the theoretical consideration that a contract made under mistake as to the identity of parties or identity of the subject matter is void, would lead to absurd result." Do you agree with this statement? Give reasons.
- (c) "The contract of sale is consensual and bilateral." Discuss. How does Sale differ from Hire Purchase Agreement?
- (d) "In determining whether a group of persons is or is not a firm, or whether a person is or is not a partner in a firm, regard shall be had to the real relations between the parties as shown by all the relevant facts taken together." Do you agree with this statement? Give reasons.
6. (a) Distinguish between Holder and Holder in due Course. Support your answer with decided cases. **30**
- (b) What are various kinds of Indorsement recognised by law? Discuss the effect of forged indorsement. Give reasons. **30**
7. (a) Critically examine the principle of Caveat Emptor, highlighting its exceptions in the light of statutory provisions and judicial pronouncements. **30**
- (b) Discuss the consequences of non-registration of partnership firm. **30**
8. (a) Discuss the scope of Section 70 of the Indian Contract Act, 1872. Can a State recover cost of training on failure of the defendant to join the service? **30**
- (b) "In a 'standard form contract', it is likely that the party having stronger bargaining power may insert such exemption clauses in the contract that his duty to perform the main contractual obligation is thereby negated." Explain, and discuss the various rules which have been evolved to protect the weaker party. **30**