

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 & decided cases: **20×3=60**
- (a) Describe the kinds of punishments to which offenders may be punished under the provision of Indian Penal Code, 1960.
- (b) What is meant by 'extortion'? Explain its ingredients and distinguish between 'theft' and 'extortion'.
- (c) The doctrine of "alternative danger" is the extension of the doctrine of "contributory negligence". Discuss.
- (d) Distinguish between tortious liability and criminal liability.
2. (a) When an offence of 'adultery' is said to be committed? Whether a wife may be punished for the offence of adultery as an abettor? Distinguish between the offences of 'rape' and 'adultery'. **30**
- (b) A with the intention in good faith of saving human life and property, in a great fire, pulls down houses in order to prevent the conflagration from spreading it. A pleads that the harm to be prevented was of such a nature and so imminent as to justify or excuse his act. Decide, whether A has committed any offence? **30**
3. (a) "If a person brings or accumulates on his land anything which if it should escape may cause damages to his neighbours, he does so at his peril." Discuss the above statement by referring the judicial pronouncements alongwith the exceptions thereto. **30**
- (b) "Acts done with the intention of annoying a neighbour and actually causing annoyance will be nuisance." Comment. 'A', a music teacher, gives music lessons at his residence. B, the neighbour, resides in the adjoining house, maliciously causes discomfort to A, by hammering against the party wall, beating the trays, whistling and shrieking. A prays for an injunction against B, should he succeed? **30**
4. (a) Discuss the composition and objects of Consumer Protection Council under the Consumer Protection Act, 1986. **30**
- (b) Define and discuss the ingredients of "corruption" as given under the provisions of the Prevention of Corruption Act, 1988. **30**

SECTION 'B'

5. Answer any THREE of the following (answer to each question must not exceed 200 words):
20×3=60
- (a) “All illegal agreements are void but all void agreements are not illegal.” Discuss.
 - (b) “A contract can not be enforced by a person who is not a party to it though it is made for his benefit. He is a stranger to the contract and can claim no rights under it.” Examine the above statement in the light of judicial pronouncements stating the exceptions thereto.
 - (c) Explain the meaning of ‘free consent’ as an essential element of a valid contract and enumerate the factors vitiating ‘free-consent’.
 - (d) What is meant by the doctrine of “supervening impossibility”? Under what circumstances the “supervening impossibility” may arise?
6. (a) The general rules as regards to transfer of title is “nemo dat quod non habet” (No one can give or transfer what he does not himself possess). Critically examine the rule highlighting its exceptions in the light of statutory provisions. **30**
- (b) Under what circumstances a partnership firm may be dissolved by the intervention of the court? **30**
7. (a) “Sharing of profits is not a conclusive evidence of the existence of partnership firm.” Discuss and describe the essential elements to constitute a partnership firm. **30**
- (b) Discuss the rights of ‘unpaid seller’ against the goods as described under the Sale of Goods Act, 1930. **30**
8. (a) Who can make negotiable instrument? Whether a promissory note duly executed in favour of minor is void? Give reasons. **30**
- (b) What is meant by ‘material alteration’ in the negotiable instrument? Under what circumstances an alteration in the negotiable instrument may be treated as material alteration under the Negotiable Instruments Act, 1881? State the effect of such alteration. **30**