

[This question paper contains 4 printed pages]

Roll No.	
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ASME-24BC-LAW-II
LAW (PAPER-II)

Time Allowed: 3 Hours

[Maximum Marks: 100]

QUESTION PAPER SPECIFIC INSTRUCTIONS

Please read each of the following instructions carefully before attempting questions.

1. There are EIGHT questions printed in English.
2. Candidate has to attempt **FIVE** questions in all.
3. Question No. 1 is compulsory. Out of remaining seven questions, **FOUR** are to be attempted.
4. All questions carry equal marks. The number of marks carried by a question/ part is indicated against it.
5. Write answers in legible handwriting. Each part of the question must be answered in sequence and in the same continuation.
6. Attempts of the questions shall be counted in sequential order. Unless struck off, attempt of a question shall be counted even if attempted partly. Any page or portion of the page left blank in answer book must be clearly struck off.
7. Re-evaluation/ re-checking of answer book of the candidate is not allowed.

1. (a) What cross-offer? Explain with the help of judicial decisions. 5

‘A’ writes a letter to ‘B’ to purchase his land at Rupees 20 lakhs. ‘B’ replies that he would be willing to sell his land not below Rupees 30 lakhs. ‘A’ immediately posted another envelope containing a cheque of Rs. 30 lakhs and a request to transfer the said land to his name. ‘B’ returned the cheque and refused to transfer the land. A files civil suit for breach of contract? Decide.
- (b) Discuss the insanity defence available under the Indian Penal Code, 1860. Cite judicial decisions to substantiate your answer. 5
- (c) Distinguish between admission and confession. Is confession made to the priest of the temple admissible? Explain with the help of decided cases. 5
- (d) “State shall not be vicariously liable for any damage which arises while performing a sovereign function.” Describe with the help of decided cases. 5
2. (a) “*Force majeure* clause cannot be ambiguous and catch-all phrases type and cannot be used for self-serving purposes.” Explain with the help of suitable illustrations and the decided case. 7
- (b) While roaming around, ‘A’ & ‘B’ join a group of people, shouting slogans against the government and moving towards the Governor's House. They did not know that the march was already declared an unlawful assembly. When police attempted to stop them on the next roundabout, the group became violent and attacked the police, causing physical injuries to many, including the death of a police officer. ‘A’ remained active in the group, while ‘B’ behaved as a bystander only. However, both were arrested and prosecuted for causing various offences, including Murder. Decide their liability while citing the provisions of law and judicial decisions. 7
- (c) Explain the concept of *volenti non-fit injuria* with the help of decided cases and cite exceptions to this rule. 6
3. (a) “A valid and enforceable contract requires not merely consent but a free consent.” Explain with the help of provisions under the Indian Contract Act, 1872, along with the judicial decisions. 7
- (b) ‘A’ hits ‘B’ with a bamboo stick, causing eight non-fatal injuries to the non-vital part of the body. The injuries were intentional and were the nature of injuries likely to cause death. ‘B’ dies due to shock and internal haemorrhage. According to the medical report, the injuries caused were sufficient in the ordinary course of nature to cause death. Based on the medical report, the trial court convicted

- ‘A’ for murder under Section 300 (*Thirdly*) of the Indian Penal Code, 1860. Discuss the legality of the judgement. Substantiate your answer with judicial decisions.
- (c) Explain the law on proof of paternity as prescribed under the Indian Evidence Act, 1872. Substantiate your answer with suitable judicial decisions. 6
4. (a) What is a contingent contract? How is it different from the contract of indemnity? Describe the nature of a contract where someone purchases insurance from fire etc., for her commercial properties. 7
- (b) A, a public servant, was entrusted with money to hand over the same to another public servant on the seventh day. He made a short-term investment of this money in the securities market. However, the securities market plumped heavily, and he lost his short-term investment and thus failed to hand over the cash as required. Decide his liability under the Indian Penal Code, 1860. Substantiate your answer with judicial decisions. 7
- (c) Under what conditions can secondary evidence be adduced to establish the terms of a written document? Cite relevant provisions of the Evidence Act of 1872. 6
5. (a) What is a *quasi-contract*? A, while transferring Rupees 200,000 /- through Google Pay, dials the wrong mobile number and sends the money to a third person ‘Z’. Without knowing the source, ‘Z’ treats and utilises the money as his own. Discuss the liability of ‘Z’ as per the Contract Act, 1972, along with judicial precedents. 7
- (b) Explain the offence of ‘cheating’ as prescribed under the Indian Penal Code, 1860. Cite relevant provisions and judicial decisions. 7
- (c) Distinguish between contributory negligence and composite negligence. ‘A’, while driving his moto-bike from the wrong side, is hit by a car driven by a driver without a driving licence. Discuss the nature of negligence here and decide the liability, citing law and the judicial decisions. 6
6. (a) What is the difference between ‘liquidated damages and ‘penalty’? 7
- ‘A’ enters a contract with ‘B’ to supply electronic goods worth ten lakh rupees on or before the stipulated date. One of the contract's terms says, “*A party to contract shall pay Rupees fifteen lakhs to the other party in case it fails to perform the terms of the contract.*” Describe the nature of these terms of the contract with suitable reasons.

- (b) Explain the offence of abetment as provided under the Indian Penal Code, 1860. 'A' abets 'B', a boy under the age of seven years to poison 'C'. 'B' mixes poison and serves it to 'C', thereby causing the death of 'C'. Explain the criminal liability of 'A' and 'B' with the help of relevant provisions of the Indian Penal Code, 1860. 7
- (c) Explain the tort of defamation, along with the available defences against defamation. 6
7. (a) "Subject to certain exceptions, agreements in restraint of trade are void." Explain with the help of the legal provisions and the decided cases. 7
- (b) Explain the provisions relating to the right of private defence of the human body. 'A', labouring under legal insanity, attacks over 'B'. To protect himself, 'B' retaliates and kills 'A'. Discuss the scope of private defence in this case. 7
- (c) Explain the notion, objective and scope of a privileged communication as prescribed under the Indian Evidence Act, 1872. 6
8. (a) Discuss the law in *Mohori Bibee v. Dharmodas Ghose* (PC, 1903). Under what conditions could a minority not be a defence under the Indian Contract Act of 1872? 7
- (b) 'A' (aged 28 years, a senior executive in a multinational company) is a close family friend of 'W', a college-going girl (aged 17 years 11 months). 'A' used to treat the girl nicely with expensive gifts, etc., and managed a job for her father in his company's local office. After becoming aware of their relationship, the girl's family did not accept it, and the girl was regularly taunted and harassed at home. One day, she left her home and went to another place along with 'A' without any intent to return. W's father prosecutes 'A' for kidnapping. In his defence, 'A' said that he did nothing, and the girl came all along with her own choice. Decide the case with the help of the provision of the Indian Penal Code, 1860 and applicable judicial decisions. 7
- (c) Explain the concept of remoteness of damages. Substantiate your answer with suitable illustrations and judicial decisions. 6
