

([This question paper contains 7 printed pages]

Roll No.	
----------	--

ASME-23B-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.

There are EIGHT questions printed in English.

1. Candidate has to attempt **FIVE** questions in all.
 2. Question No. 1 is compulsory. Out of remaining seven questions, **FOUR** are to be attempted.
 3. All questions carry equal marks. The number of marks carried by a question/ part is indicated against it.
 4. Write answers in legible handwriting. Each part of the question must be answered in sequence and in the same continuation.
 5. 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.
 6. Re-evaluation/ re-checking of answer book of the candidate is not allowed.
-

1. (a) Discuss the importance of communication of acceptance. (

Mr. 'A' makes an offer via email to purchase electronic items for consideration of Rs. 75 lakhs from Mr. 'B', a local supplier of electronic goods. The last line of the email says, '*In case you accept the offer, please revert to this email by two days and reply within thread mode only*'. Mr. 'B' accepted the offer and sent the communication by a separate email, which was delivered to A's spam folder, and thus, Mr. 'A' never knew about it. After fifteen days, Mr. A purchased the said electronic item from 'C', another supplier. Knowing this, 'B' files a suit for breach of contract. Decide the case with the help of relevant provisions of the Indian Contract Act, 1872, and judicial decisions.

- (b) Distinguish between intention and knowledge. Discuss the criminal liability of a person who is under the influence of a voluntary intoxication 6

- (c) '*Statements made or acts done in furtherance to a conspiracy are admissible to establish the existence of the conspiracy and the parties thereto.*' Explain with the help of provisions contained in the Indian Evidence Act, 1872 and judicial decisions. 4

- (d) Explain the Bolam Test. How do you distinguish negligence and error of judgment while examining medical negligence? 4

2. (a) Mr. 'A', director of a public educational institution, published an advertisement that the graduates of his institution secured 100% placement/employment. Mr. Z secured his daughter's admission to the graduation course offered by this Institute. However, after graduating, she was not placed anywhere. Mr Z has filed a suit for breach of contract and claims compensation. Mr. 'A' denies the existence of any 6

- contract between him and Mr. Z or his daughter. Discuss and decide with the help of the relevant provisions of the Indian Contract Act, 1872 and judicial decisions.
- (b) Does necessity diminish the criminal liability? Explain. Mr A was waiting for an ambulance to take his daughter to the hospital for urgent medical assistance. She was suffering from severe cardiac arrest. He received a call from the ambulance driver that he was stuck in traffic. So, he broke into another nearby car and drove it to the hospital. Decide the criminal liability of Mr A under the Indian Penal Code, 1860. 6
- (c) Distinguish between the burden of proof and the onus of proof. The Court raises doubts as to the age of the accused. It seems that the accused may be below the age of 7 years at the time of the alleged murder. Who shall be obliged to discharge the burden of proving his age? 4
- (d) The Supreme Court of India conceptualised a 'deep-pocket theory' to tackle absolute liability cases? Discuss the deep pocket theory and its relevance in the modern-day globalized world having international trade and business. 4
3. (a) Within the four corners of the Indian Contract Act, 1872, write a critical essay as to why the election manifesto released and advertised by the political parties does not result in any valid agreement between the party and their voters. 6
- (b) Discuss the difference between clauses *Secondly* and *Thirdly* of Section 300 of the Indian Penal Code, 1860. Substantiate your answer with suitable judicial decisions. 6

- (c) Discuss the scope and admissibility of a DNA Report in establishing the paternity of a child. Support your answer with relevant judicial decisions. (
- (d) 'Rule on the remoteness of damages keeps a reasonable check against claiming unlimited damages from the wrongdoer'. Explain with the help of decided cases. 4
4. (a) 'Free consent is essential to a valid agreement.' Discuss. Mr. 'S', a famous religious guru, sells a land part of his Ashram to 'D', his devoted disciple, for a consideration of Rs. 1151501/-. 'S' knows that the said land has a title defect yet says nothing about it to 'D.' Examine the validity of the agreement. 6
- (b) What are inchoate crimes? Explain with the help of provisions of the Indian Penal Code, 1860. 6
- (c) What is *res gestae*? 'A' stabs 'B' with a knife and kills him. Discuss possible evidence falling under the *res-gestate* category in this incident. 4
- (d) Discuss the necessary ingredients of the tort of negligence. What are the available defences against the torts of negligence? 4
5. (a) What is liquidated damages? Mr. 'A' undertakes to repay Mr. 'B' a loan of Rs. 15 Lakhs in equal monthly instalments, stipulating that in default of payment of any instalment, the whole debt shall become due. Discuss the enforceability of this agreement. 6
- (b) Distinguish between *Riot* and *Affray*. Which of them is an offence *per se*? 6

- (
- (c) Explain the circumstantial evidence rule. Is it necessary to establish the fact suggesting the 'motive' of the accused before passing a conviction order based on the circumstantial evidence rule? 4
- (d) What is the pigeon-hole theory? Write a critique on pigeon-hole theory. 4
6. (a) Explain the distinction between anticipatory breach of contract and frustration of contract. Mr. 'Kumar', who is a famous actor, entered into an agreement with Globus Motions Pictures to be the lead actor for his upcoming movie. The movie is scheduled to complete its cinematography within four months of the agreement. However, Mr. 'Kumar' got a viral infection, and he refused allopathic treatment as an ideological opponent of allopathic medicine. Due to this, he was on bed rest for a very long period. Due to the delay, the movie production was called off, causing severe financial loss to Globus Motions Pictures. While facing a suit for breach of agreement and compensation, Mr Kumar argued that his case is covered under the frustration of contract. Discuss and decide with the help of judicial decisions. 6
- (b) What is kidnapping? Ms. X, aged 17 years, having been in deep love with Mr. 'B,' left her home and went to another city. Mr. B. made the transport arrangements throughout. Discuss Mr. B's criminal liability against the kidnapping charge. 6
- (c) Differentiate between admission and confession. Does extra-judicial confession possess evidentiary value? 4
- (d) Explain the maxim *injuria sine damno*. Support your answer with relevant judicial decisions. 4

7. (a) Explain the meaning and scope of unjust enrichment as enshrined in the Indian Contract Act, 1872. (

Mr. 'A' receives a message from his bank that an unknown depositor credited Rs 1 crore to his account. He immediately transfers the money to his trading account, does stock market trade, and earns Rs. 20 lakhs within one month. After a month, the said unknown depositor, through his bank, contacted Mr 'A' and asked him to transfer the said Rs 1 Crore along with the profit of Rs 20 lakhs earned through trading in the stock market.

- (b) A person suffering from insane delusion kills the victim. Discuss the criminal liability in this case in accordance with the provisions of the Indian Penal Code, 1860. 6

- (c) What do you understand by planted evidence? In this regard, discuss the scope and objectives of Section 27 of the Evidence Act, 1872. 4

- (d) What do you understand by 'sovereign function'? Discuss the scope of the vicarious liability of the state while performing sovereign function. 4

8. (a) What is a wagering agreement? Explain with the help of relevant provisions in the Indian Contract Act, 1872 and judicial decisions. 6

- (b) X, Y Z. abducted Ms A (aged 19 years) by using a motor-van. She was locked in a bungalow, and she roughly recollects that three people were involved in her abduction. After three days of her abduction, she managed to snatch the gun of one abductor and kill two of them. While exiting the bungalow, she saw a biker coming through the gate. She immediately fires and kills him, too. Later, it was found that the biker was Mr. 'M', a pizza delivery boy bringing pizza there. Ms A was 6

(charged with the murder of 'M'. She pleaded that the death of Mr M was just collateral damage, and she should not be punished for the same. Discuss Ms A's criminal liability, if any, in accordance with the Indian Penal Code, 1860.

- (c) What is 'secondary evidence'? Under what circumstances is secondary evidence admissible as evidence? 4
- (d) '*Truth and fair opinion are valid defences against the tort of defamation.*' Explain. 4
