

[This question paper contains 04 printed pages]

Roll Number: _____

HPAS (Main) Examination-2018

LAW-II

Time: 3 Hours

Maximum Marks: 100

निर्धारित समय : तीन घंटे

अधिकतम अंक: 100

Note:

1. This question paper contains eight questions. Attempt total five questions including question No.1 which is compulsory.
2. Each question carries equal marks. Marks are divided and indicated against each part of the question.
3. Write legibly. Each part of the question must be answered in sequence in the same continuation.
4. If questions are attempted in excess of the prescribed number only questions attempted first up to the prescribed number shall be valued and the remaining answers will be ignored.
5. Give reasons for your answer supported by relevant statutory provisions and case law.

1. (a) Write detailed notes on the following:-

- (i) Oral evidence
- (ii) *Volenti non fit injuria*

(04x02=08)

(b) A, a minor, borrows certain sum of money from the money-lender and executes a promissory note in favour of the money-lender and later on attaining the age of majority executes another promissory note in settlement of the first note. Discuss the validity of the second promissory note. (06)

(c) "Delivery by the person put in fear is essential to constitute an offence of extortion." Comment. (06)

2. (a) Discuss the law of presumptions applicable to the prosecution for the offences of 'abetment to commit suicide by married woman and dowry death'. To what extent, have these presumptions affected the traditional law of burden of proof? Refer to relevant provisions. (10)

(b) What are the essentials for 'Trespass to land'? State the remedies for it under the law of torts.

D in an attempt to escape from the attack by a ferocious dog entered the land of P. Is D liable for trespass of land? (10)

3. (a) (i) Explain the essential ingredients of a valid consideration enshrined under the Indian Contract Act, 1872. (05)

(ii) A owes Rs.50,000/- to B, but the debt is barred by the Limitation Act. A signs a written promise to pay Rs.30,000/- on account of debt. Is it a valid contract? Explain. (05)

(b) Critically examine the decision of Supreme Court in *Kapur Singh v. State of Pepsu* (AIR 1956 SC 654) in the light of distinction between Section 299 and Section 300 of the Indian Penal Code, 1860 as explained and crystallised by Supreme Court in *Virsa Singh v. State of Punjab* (AIR 1958 SC 465). Refer to recent judicial pronouncements as well. (10)

4. (a) Ahmad at Delhi sends a letter to Rajesh at Mumbai on August 01, 2005 offering to sell his Honda City car for Rs.2 Lakhs. Rajesh sends a letter of acceptance of offer on August 06, 2005 which reaches Ahmad on August 08, 2005. Ahmad sells his car to Manoj on August 07, 2005 for Rs.2.5 Lakhs and informs Rajesh by wire revoking the offer. The wire reaches Rajesh on August 08, 2005. Rajesh sues Ahmad for breach of contract.

(i) Explain the rules relating to completion of communication of acceptance.

(ii) Is Ahmad liable for breach of contract? Explain. (10)

(b) "The rule laid down in *Rylands v. Fletcher* has its origin in the law of private nuisance." In the light of the above statement, discuss the applicability of Strict Liability and the reasons why

the principle of Absolute liability came into existence. Refer to relevant judicial pronouncements. (10)

5. (a) What do you mean by Quasi-Contracts? Discuss the various kinds of Quasi-Contracts enshrined under the Indian Contract Act, 1872. Refer to relevant provisions. (10)
- (b) A, is the owner of restaurant. One day a group of youngsters came to the restaurant and demanded some money. He had no other alternative but to give them the money as they threatened to burn down the restaurant. After a week, another group came and demanded money. On his refusal, they robbed him. So, he obtained a revolver to protect his property in future. On the third occasion, when a group of ten people came and demanded money and in case he refused, threatened to rob him and burn his property, he shot all of them dead. Can he claim the right of private defence of property? Discuss in the light of relevant provisions. (10)
6. (a) Elaborate upon the doctrine of 'rarest of the rare' case and critically analyse the application of the same by the Supreme Court. Refer to relevant judicial pronouncements. (10)
- (b) Discuss the origin and development of the law of 'Vicarious Liability of the State' in India citing relevant judicial pronouncements, constitutional and statutory provisions. (10)
7. (a) (i) When is a contract said to be induced by 'Undue Influence? Explain the essentials constituting Undue Influence. Refer to relevant provisions. (05)
- (ii) A offers to sell his house to B. B intends to offer Rs.23,000/- but by mistake offers Rs.30,000/-. A accepts the offer. Can B avoid the contract? Explain. (05)
- (b) Distinguish between primary evidence and secondary evidence. State the circumstances in which secondary evidence may be given. Refer to relevant provisions. (10)

8. (a) Discuss the 'Disputes as to immovable property' under Chapter X-D of the Code of Criminal Procedure, 1973. Refer to relevant provisions. (10)
- (b) Explain the doctrine of *Res Gestae*. Do you agree with the view that this doctrine is not only useless but is also harmful? When does relevancy of facts form part of the same transaction? Refer to relevant provisions and case law. (10)