

8. (a) How does a contract differ from quasi-contract ? Enumerate the different kinds of quasi-contracts provided in the Indian Contract Act, 1872. Give illustrations. 30
- (b) Do you find any areas of conflict between the Indian Sale of Goods Act and the Consumer Protection Act ? Critically review the means and suggest how you would like to resolve the conflict. 30

Roll No.

Total No. of Pages : 4

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Law

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Paper—II

Time : Three Hours]

[Maximum Marks : 300

- Note** :— (i) Answers must be written in English.
- (ii) Number of marks carried by each question are indicated at the end of the question.
- (iii) Part/Parts of the same question must be answered together and should not be interposed between answers to other questions.
- (iv) The answer to each question or Part thereof should begin on a fresh page.
- (v) Your answers should be precise and coherent.
- (vi) Candidates should attempt Question Nos. 1 and 5 which are compulsory and any **three** out of the remaining questions, selecting at least **one** question from each Section.
- (vii) If you encounter any typographical error, please read it as it appears in the text-book.

SECTION—A

1. Define and distinguish any **three** of the following :
- (a) Cheating and forgery 20
- (b) Common intention and common object 20
- (c) Wrongful confinement and wrongful restraint 20
- (d) Rioting and Affray. 20

2. (a) What is abetment ? What are the various methods by which abetment is possible ? Give illustrations. 20
- (b) Discuss the law relating to 'Rape' as laid down in the Indian Penal Code. 20
- (c) What are the ingredients of the offence theft ? Explain with illustration. 20
3. (a) Explain right of private defence in respect of body stating the circumstances when it extends to causing of death of the aggressor. 20
- (b) Discuss "attempt" to commit an offence and distinguish "attempt" from "preparation" to commit offence. To what extent are these punishable ? 20
- (c) Discuss the extent to which drunkenness can be pleaded as a defence to a criminal charge. Give the reference of statutory provisions and also give illustrations. 20
4. Define and distinguish with illustration between any **three** of the following :
- (a) Rash Act and Intelligent Act 20
- (b) Libel and Slander 20
- (c) Intention and motive 20
- (d) *Volenti non fit injuria* and *scienti non fit injuria*. 20

SECTION-B

5. Answer any **three** of the following questions in more than 200 words each :
- (a) 'A' teaches his parrot to recite an offer and sends the parrot to 'B'. The bird repeats the recitation before 'B'; who says,

'Yes' to the offer. Is this a valid offer and acceptance, giving rise to an agreement ? Give reasons. 20

- (b) What are the essential conditions for the application of the rule of 'strict liability' ? What grounds can be taken as defence in a suit for 'strict liability' ? 20
- (c) All contracts are agreements but all agreements are not contracts. Discuss with illustrations. 20
- (d) What do you mean by 'consideration' ? Is an agreement made without consideration valid ? Explain with reference to statutory law and case law. 20
6. (a) What are the essential determinants of partnership ? Distinguish partnership from a company. 20
- (b) "Delivery does not amount to acceptance of goods." Discuss when a buyer can be said to have accepted the goods. 20
- (c) Discuss when condition becomes a warranty. Also discuss the remedies open to a buyer when there is a breach of condition or warranty by the seller. 20
7. (a) What are the limitations on the implied authority of a partner in a firm ? When such authority is automatically extended and upto what extent ? Can a minor be a partner of a firm ? 20
- (b) 'Negligence is conduct, not a state of mind'. Discuss with reference to case laws. Also mention the important ingredients of tort of negligence. 20
- (c) Examine critically the nature and scope of remedies under the Consumer Protection Act, 1986. 20