

(OR)

- c) Define 'Dowry'. Discuss the salient features and effectiveness of the Dowry Prohibition Act, 1961. (30)
- d) Define 'Consumer' and 'Consumer Dispute'. Explain the three-tier mechanism under the Consumer Protection Act, 1986 for redressal of consumer Disputes. (30)



[Total No. of Pages : 4 Roll No \_\_\_\_\_]

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LAW - II

[13]

Time : 3 Hours

Maximum Marks : 300

**INSTRUCTIONS**

- i) Answer must be written in English.
- ii) The number of marks carried by each question is indicated at the end of the question.
- iii) The answer to each question or part thereof should begin on a fresh page.
- iv) Your answer should be precise and coherent.
- v) The part/parts of the same question must be answered together and should not be interposed between answers to other questions.
- vi) Candidates should attempt question No : 1 which is compulsory and attempt all rest of the questions.
- vii) If you encounter any typographical error, please read it as it appears in the text book.
- viii) Candidates are in their own interest advised to go through the General Instructions on the back side of the title page of the Answer Script for strict adherence.
- ix) No continuation sheets shall be provided to any candidate under any circumstances.

x) Candidates shall put a cross (X) on blank pages of answer Script.

xi) No blank page be left in between answer to various questions.

xii) No programmable Calculator is allowed.

xiii) No stencil ( with different markings ) is allowed.

1. a) Define Crime and distinguish it from a Tort and Breach of contract. Explain the concept of 'Mens rea' and its recognition in the Law of Crimes. (30)

b) Define 'Agreement' and 'Contract'. Discuss the essential conditions of a valid Contract under the Indian contracts Act, 1872. (30)

2. a) Explain the Concept of 'Common Object' and 'Common intention' under the Indian Penal code. Distinguish them from each other. (30)

b) Explain the significance of acceptance of offer. When is an acceptance considered to be complete for the purpose of a valid contract? (30)

(OR)

c) Discuss the different theories of Punishment for commission of a crime. (15)

ii) Explain the maxims 'Dammum sine injuria' and 'Injuria sine damno'. (15)

d) What are the vitiating factors that can be invoked for invalidating a contract? (30)

13-II

(2)

3. a) Discuss 'Insanity' as a general exception to criminal liability. What is the standard test of Insanity? (30)

b) What is Consideration? Explain the doctrine of Privity of Contract. (30)

(OR)

c) What is Strict Liability? How is it different from Absolute Liability? Explain with the reference to decide cases. (30)

d) Define 'Conditions' and 'Warranties' under the Sale of Goods Act. Distinguish them from each other with the help of suitable illustrations. (30)

4. a) Explain 'Culpable Homicide' and 'Murder'. Discuss the degree of Mens rea to constitute such offences with the help of decided case laws. (30)

b) Define Performance of contract. What are the different modes of discharging a contract? (30)

(OR)

c) What is Nuisance? Discuss the ingredients of Public Nuisance as a Tort and the remedies therefor. (30)

d) Explain the remedies for breach of a contract. Distinguish 'Liquidated Damages' from 'Penalty'. (30)

5. a) Define 'Theft', 'Extortion', 'Robbery' and 'Dacoity'. Distinguish them from each other. (30)

b) What are Negotiable instruments? Explain the procedure to be followed in case of dishonor of a cheque. (30)

13-II

(3)

[Turn Over