

CSM – 49/16

Law

Paper – II

Time : 3 hours

Full Marks : 300

The figures in the right-hand margin indicate marks.

*Candidates should attempt Q. No. 1 from Section – A and Q. No. 5 from Section – B which are compulsory and **three** of the remaining questions, selecting at least **one** from each Section.*

SECTION – A

1. Distinguish any **three** of the following with the decided cases (answer of each question must not exceed **200** words) : 20×3 = 60
 - (a) Intention and Motive
 - (b) Tort and Crime
 - (c) Public Nuisance and private Nuisance
 - (d) Act of God, Inevitable accident and Necessity

2. (a) Write an explanatory note on the doctrine of Remoteness of Damages in the light of decided cases. 30

- (b) Discuss the legal maxim, "Volenti-Non-fit Injuria" along with its exceptions. How does this maxim differ from contributory negligence ? 30
3. (a) Define criminal conspiracy highlighting its essential ingredients and the punishment under Indian Penal Code. 30
- (b) Distinguish between culpable homicide and murder.
- A forcibly carries or entices B away from his home in order that B may be murdered. What offence has been committed by A ? Refer to the relevant provision. 30
4. (a) Define criminal breach of Trust while enumerating its essential ingredients. How does it differ from criminal misappropriation of property ? What is extortion ? Describe, in detail, the circumstances when extortion becomes robbery. 30
- (b) What changes has been made by the Criminal Law (Amendment) Act, 2013 regarding the offence of 'Trafficking of person' under Sec. 370 of the Indian Penal Code along with its punishment. 30

SECTION – B

5. Answer any **three** of the following : 20×3 = 60
- (a) Define Breach of Contract. What are the remedies available for the breach of contract ?
 - (b) State and explain the principle of 'Caveat Emptor' along with its exceptions. Refer to decided cases.
 - (c) "Partnership arises from contract and not from status". Elucidate while highlighting its essential elements. How does it differ from Hindu Undivided Family ?
 - (d) Define Negotiable Instrument. What are the various kinds of Negotiable Instrument ? How does they differ from each other ?
6. (a) "All contracts are agreements, but all agreements are not contracts." Comment. 30
- (b) Distinguish between Void and Voidable Agreement and Illegal Agreement and un-Enforceable Agreement. 30
7. (a) "The contract of sale is consensual, bilateral and commutative". Comment.
- Explain the modes of fixing the price of goods under the Sale of Goods Act, 1930. 30

- (b) What are the various modes dissolution of firm under the Indian Partnership Act, 1932 ? Explain the liabilities of a retired partner. 30
8. (a) What are essential elements of Misrepresentation under the Indian Contract Act, 1872. How does it differ from fraud ?
A intending to deceive B, falsely represents that 500 mounds of Indigo are made annually at A's factory and thereby induces B to buy the factory. What is the nature of the contract ? Give plausible reasons. 30
- (b) What is Crossing of Cheque ? Refer briefly to different kinds of Crossing. Examine the requirements of the protection of collecting Banker under Sec. 131 of the Negotiable Instruments Act, 1882. 30

