

CSM – 49/20
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 any **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) Preparation and criminal attempt
 - (b) Void and voidable agreement
 - (c) Inevitable accident and Act of God
 - (d) Criminal Force and Assault

2. (a) 'Culpable homicide and murder are not one and the same thing.' Explain with the help of decided cases. 30
- (b) According to 'Mc Naughton's dictum', legal insanity is completely different from 'medical insanity'. Discuss and refer to the suitable examples. 30
3. (a) Explain the concept of vicarious liability. Is there any exception to this principles of liability ? Discuss. 30
- (b) Discuss the tort of negligence. What are its essentials ? Refer Case Law. 30
4. (a) What are the ingredients of section 34 of the Indian Penal Code which lays down the principle of joint liability ? Explain and refer to the leading cases in this context. 30
- (b) 'A' instigates 'B' to commit theft in the house of 'C'. 'B' commits theft therein and after words sets fire to the houst of 'C'. Discuss the liability of 'A' and 'B'. Refer the provisions of law. 30

SECTION – B

5. Write explanatory notes on any **three** of the following : 20×3 = 60

- (a) Good-will of partnership firm
- (b) Indemnity and Guarantee
- (c) Misrepresentation
- (d) Factors vitiating consent

6. (a) Explain with illustrations 'Anticipatory breach of contract'. What is the measure of damages in case of such breach ? 30

- (b) 'A' dispatches the letter of acceptance to 'B', which 'B' does not receive. When 'A' sues 'B' for enforcement of contract, 'B' contends that there is no contract with 'A'. Decide and refer to the provisions of law. 30

7. (a) Decide 'Partnership at will'. State rules of its dissolution. Can such partnership be dissolved by the order of court ? 30

- (b) While explaining the doctrine of part-performance and equitable-estoppel, distinguish between them. 30

8. (a) Explain the doctrine of frustration of impossibility citing the illustrations and provisions of law. 30
- (b) Under the contract of sale of goods, what are the rights and duties of the seller and buyer regarding the delivery and acceptance of the goods agreed to be sold. 30

