

8. Write explanatory notes on the following :

- (a) Unpaid seller
- (b) Dissolution of firm
- (c) Promissory note.

50

Total No. of Printed Pages : 4

Roll No.

1[CCE.M]1

Law-II

(13)

Time : Three Hours

Maximum Marks : 300

INSTRUCTIONS

- (i) Answers 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 answers 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 nos. **1** and **5** which are compulsory and any **three** more 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.
- (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.

SECTION-A

1. Answer any **three** of the following (each answer should be in about **200** words) :
 - (a) Define and distinguish between robbery and dacoity. Give illustration.
 - (b) 'Time is the essence of the contract.' Explain with reference to statutory provisions and illustrations.
 - (c) What is meant by Act of State ? To what extent it is a defence in tort ?
 - (d) Explain the definition of 'dowry' under Dowry Prohibition Act 1961. Who can be convicted under provisions of Dowry Prohibition Act for an offence of dowry ? 25×3=75
2. When shall unlawful compulsory labour be deemed to be practice of "untouchability", under the protection of Civil Rights Act, 1955 ? What minimum and maximum punishment has been prescribed for such practice under the Act ? 50
3. "A quasi-contract arises out of judicial principles and not out of contractual agreement between two persons." Critically examine this statement. 50
4. Write short notes on the following :
 - (a) 'No statements are necessarily defamatory or necessarily innocent.' Discuss this principle of the law of tort and explain the meaning of 'true' and 'false' innuendo in this respect.

- (b) Discuss the principle of 'Caveat Emptor'. What are the major exemptions of this principle ?
- (c) Do you agree with the statement that Consumer Protection Act, 1986 is a failure and it could not fulfill the objectives of this Act. Give reasons. 50

SECTION-B

5. Answer any **three** of the following (each answer should be in about **200** words) :
 - (a) "Right of Private Defence should be used as shield and not as a sword." Discuss with reference to statutory provisions and illustrations.
 - (b) 'Sharing of profit is not a conclusive evidence of partnership.' Explain.
 - (c) What is the difference between negotiation and assignment ? Also explain the negotiation of a negotiable instrument.
 - (d) Define and distinguish between 'malicious prosecution' and 'false imprisonment'. What are the remedies available against malicious prosecution ? 25×3=75
6. Discuss the concept of frustration in the matters of contract. To what extent the doctrine of frustration is applicable to mercantile transactions ? Also explain the term 'holder in due course'. 50
7. Preparation of offence is not an offence unless such preparation is not declared as an offence under the Indian Penal Code 1860. Also discuss the difference between 'medical insanity' and 'legal insanity'. 50

Examrace