Bihar Judicial Service (Mains) 2006

Law of Contracts and Torts · optional paper

Part A

1. "The sanctity of contract is the foundation of the law of contract and the doctrine of impossibility cannot be permitted to become a device to destroy this sanctity." Discuss the implications of this statement.

2. "Mistake in the formation of contract may be common, mutual or unilateral." Discuss this statement, and explain briefly the cases where mistakes may avoid the contract.

3. How is an offer made, revoked and accepted? What rules apply when an offer is made through post and over the telephone?

4. Comment on the following: (a) There cannot be a contract to make a contract. (b) An attempt at deceit which does not deceive is not fraud. (c) Undue influence is a subtle form of coercion.

5. "Where there is a right, there is a remedy." In the light of this maxim, discuss the various remedies for breach of contract and the circumstances in which each is available.

Part B

6. What remedies are open to a person who has been prosecuted on a false criminal charge and has been acquitted? What must be established in these cases?

7. Explain the law relating to contributory negligence as applicable in India and England.

8. "A statement made in performance of a duty is privileged." Discuss this statement referring to tort of defamation.

9. Comment on the following: (a) That to what a person assents is not deemed in law an injury. (b) Necessity knows no law. (c) "It is doubtful whether the act of God is of general application as a defence to liability of tort."

10. Explain the principle of vicarious liability and discuss the circumstances when a master can be held liable for the tort of his servant. Refer to decided cases.