Bihar Judicial Service (Mains) 2021

Law of Contracts and Torts · optional paper

Part I

1. (a) The distinction between void and illegal agreements under the Indian Contract Act is clear and logical. Explain referring to provisions of the Act.
(b) What do you understand by wagering agreement? What are its essential characteristics?

2. (a) The definition of proposal as given in Section 2(a) of the Indian Contract Act is not that of a valid proposal but it is a definition of all kinds of proposals. Critically evaluate the statement and substantiate your answer with appropriate illustrations.
(b) State the contracts not specifically enforceable.

3. (a) The factory workers go on strike. The management of the factory announced that additional payments will be made to workers, who will continue to work during strike period. When the strike ended, the management refused to make additional payments to such workers. Discuss remedies available to such workers, if any, under the Indian Contract Act.
(b) A, a singer, enters into a contract with B, the manager of a club, to sing at his club, two nights in every week, during the next two months, and B engages to pay her 1000 for each night's performance. On the sixth night, A wilfully absents herself from the club. Can B put an end to the contract?
(c) What is the difference between general and specific offer?

4. (a) The principle of law as to contractual competency of a minor established in Mohori Bibee v. Dharmodas Ghose has been partially modified in a case Mathai Mathai v. Mary Joseph, AIR 2014 SC 2277. Do you agree with this? Explain.
(b) What is meant by standard form of contract? What protective devices have been evolved by the Courts to save an individual from such contract? Discuss.

5. (a) A bailment arises from contract. It cannot arise independent of contract. Explain this statement with reference to judicial decisions.
(b) What are the obligations that law creates in the absence of the agreements? Explain concerning sections with the help of illustrations.

Part II

6. (a) The law sometimes recognizes no fault liability. Discuss. What are the rules laid down by English and Indian Courts in this connection? What is the measure of damages in such cases?
(b) Distinguish between tortious and contractual liability.

7. (a) Critically examine the development of law relating to remoteness of damages. Which test would you prefer for deciding the question regarding remoteness of damages? Give reasons for your answer.
(b) A asks for a lift from a motorist B. A is told by B: "I am not an expert driver. I am without licence too. You may travel at your own risk." A travels with B. Later, the motor vehicle collides with a bus due to defective brakes of B's vehicle. A sues B for injuries suffered by him in the accident. B takes the plea of volenti non fit injuria. Decide, after discussing the whole law relating to the maxim.

8. (a) Explain the principle of contributory negligence with illustration. What are the defences available in a case of contributory negligence?
(b) Explain the following: (i) Ubi jus ibi remedium; (ii) Actio personalis moritur cum persona.

9. (a) In order to constitute public nuisance there must be an act or illegal omission, and it is not necessary that act should be illegal. Explain the offence of public nuisance with the help of decided cases.
(b) The employees of the telecommunication department open a manhole on the street for the purpose of maintaining underground telephone equipment. In the evening they left the manhole unguarded but covered with a tent. They place warning paraffin lamps around the tent. A, a boy of eight years and B, a boy of ten years, took a lamp and entered the manhole. As they entered, the lamp was knocked into the hole and a violent explosion took place with flames reaching up to 30 feet in air. A was knocked back into the hole where he sustained serious burns. A's father filed a suit against the telecom department for damages. Will he succeed?

10. (a) Discuss the principle of law laid down in Rylands v. Fletcher and state the applicability of principle in present scenario.
(b) Explain with the help of decided cases, the rule of res ipsa loquitur.
(c) Discuss the principle of law laid down in Donoghue v. Stevenson.