West Bengal Judicial Service (Mains) 2020

Law of Contracts and Torts · compulsory paper

Time: 3 hours · Full marks: 100

Answer all questions. Group A

1. A contingent contract is a contract to do or not to do something, "if some event collateral to such contract does or does not happen" — Explain the salient features of contingent contracts as per provisions of the Indian Contract Act with examples. (10)

2. (a) State the various modes in which a contract may be discharged.
(b) X owes Y ₹6000. Z, a friend of X offers ₹2000 and Y accepts it as satisfaction of his claim on X. Later Y files a suit against X to recover the balance of the loan. Comment. (5+5=10)

3. Discuss the position of minors as per the Law of Contracts. (10)

4. (a) Distinguish between: (i) Agreements and Contracts; (ii) Void and Illegal Agreements. (2½×2=5)

(b) Discuss the principle of privity of contracts. (5)

5. (a) Write a short note on communication of acceptance and the revocation of proposals. (5)

(b) Write an analytical note on undue influence and the element of fraud in contracts. (2½×2=5)

Group B

6. Discuss critically the various elements of Tort Law. (10)

7. (a) What do you know about the landmark case, Rylands vs. Fletcher? (5)

(b) Discuss the exceptions in tort law set out in the above case. (5)

8. (a) What do you mean by trespass to goods? Discuss the various defences available for trespass to goods. (2+3=5)

(b) Critically comment upon the tort of Negligence emphasizing upon its various elements. (5)

9. (a) Define Defamation. What grounds must the plaintiff prove in an action for defamation? (2½×2=5)

(b) Define Libel and Slander and set out their differences. (5)

10. (a) What are the defences available in an action for assault or battery? (5)

(b) What is false imprisonment and what are the remedies for false imprisonment? (5)