West Bengal Judicial Service (Mains) 2022

Law of Contracts and Torts · compulsory paper

Time: 3 hours · Full marks: 100

Group A

1. (a) "An offer can't be accepted after it has been terminated" — Explain when an offer ceases to be capable of acceptance. (6)

(b) Mr. Bipul started 'self-service' system in his store. Mrs. Gupta entered the store, took a basket and after taking articles of her choice into the basket reached the cashier for payments. The cashier refuses to accept the price. Can Mr. Bipul be compelled to sell the said articles to Mrs. Gupta? Decide with relevant provisions of law. (4)

2. (a) What do you mean by consideration? State the exception to the rule that promise without consideration is void. (2+4)

(b) Sarit, a minor was studying in BA LLB(H) in a college. On 1st July, 2015 he took a loan of Rs. 50,000 from Amit for payment of his college fees and to purchase books and agreed to repay by 31st December, 2020. Sarit possesses assets worth Rs. 20 lakhs. On due date Sarit fails to pay back the loan to Amit. Amit now wants to recover the loan from Sarit out of his assets. Decide whether Amit would succeed referring the relevant provisions of the Indian Contract Act, 1872. (4)

3. (a) Deal with the concept of 'misrepresentation' in the matter of contract. How misrepresentation differs from fraud? (2+4)

(b) Raju induced Kali to buy his motorcycle saying that it was in a very good condition. After taking the motorcycle, Kali complained that there were many defects in the motorcycle. Raju proposed to get it repaired and promised to pay 75% cost of repairs. After a few days, the motorcycle did not work at all. Now Kali wants to rescind the contract. Decide giving reasons and relevant provisions of law. (4)

4. (a) Who are the persons by whom a contract may be performed? Can a contract be performed by a person other than a party to it? (2+4)

(b) Miss Jarina, a film actress agreed to work exclusively for a period of two years, for a film production company. However, during the said period she enters into a contract to work for another film producer. Discuss the rights of the aggrieved film production company under the Indian Contract Act, 1872. (4)

5. (a) Discuss the remedies of breach of contract. (5)

(b) Write notes on any two of the following: (i) Quantum Meruit; (ii) Agency by Estoppel; (iii) Agreement in restraint of marriage (2½+2½=5)

Group B

6. (a) Explain the distinction between injury and damage. Which of these are essential in an action for tort? (4+2)

(b) Mr. Desilal, a manufacturer of sweets sold the sweets to Mr. A, a middle man, who supplied that to Mr. Pyarelal. When Mr. Pyarelal was serving the sweets to his guests, his finger was injured by a piece of wire in the sweets. He sues Mr. Desilal. Decide the case with relevant case laws. (4)

7. (a) In which circumstances will the plea of 'Act of State' be a good answer to a suit for damages for the act, prima facie tortious. Answer with relevant case. (6)

(b) Mr. Dinesh left his car with his pet dog inside and went for shopping. When he came back, he was told that the dog broke the glass of the car and splinter of the glass fell into a passer-by Rajes's eye and blinded him. Decide the liability. (4)

8. (a) Is the malicious prosecution of a civil proceedings against a person actionable? If so, what should be established in such action and if not, what is the remedy provided under law, if any? (2+4)

(b) Under what circumstances is a person employing a contractor liable for the Contractor's wrongful acts? (4)

9. (a) What is the law regarding an individual's (private) right of action in respect of a public nuisance which causes damage to him? (6)

(b) Mr. Raj wrote a letter to Mrs. Iva, a virtuous woman, using very abusive words to her. He enclosed it in an envelope properly, fastened and posted it to her. Does this amount to defamation? Give reasons. (4)

10. (a) Discuss the liability of the Government for the tortious acts of its employees. In what ways are Indian law different from English law in this regard. (4+2)

(b) Discuss the elements of contributory negligence. (4)