

LEGAL STUDIES

Maximum Marks: 70

Time Allotted: Three Hours

Reading Time: Additional Fifteen Minutes

Instructions to Candidates

1. You are allowed an **additional fifteen minutes** for **only** reading the question paper.
2. You must **NOT** start writing during reading time.
3. This question paper has **8 printed pages**.
4. There are **twelve** questions in the paper. All questions are compulsory.
5. This paper is divided into **three sections: A, B and C**.
6. **Section A** has **fourteen subparts** which are very short answer questions. Each question carries 1 mark.
7. While attempting **Multiple Choice Questions** in Section A, you are required to **write only ONE option as the answer**.
8. **Section B** has **seven questions** which are short answer questions. Each question carries 4 marks.
9. **Section C** has **four questions** which are long answer questions. Each question carries 7 marks.
10. **Internal choices** have been provided in **two questions in Section B** and in **one question in Section C**.
11. The intended marks for questions are given in brackets [].

Instruction to Supervising Examiner

1. Kindly read **aloud** the Instructions given above to all the candidates present in the examination hall.

SEAL

SECTION A – 14 MARKS

Question 1

- (i) Sameer borrowed his friend's bike to go on a road trip from Mumbai to Pune. But later he sold the bike and appropriated the proceeds for his own use. [1]

Which offence should Sameer be booked under the Bharatiya Nyaya Sanhita, 2023?

- (a) Theft
 - (b) Cheating
 - (c) Criminal breach of trust
 - (d) Dishonest misappropriation of property
- (ii) Which one of the following statements is correct about Consideration under the Indian Contract Act, 1872? [1]
- (a) It must always be in the form of money.
 - (b) It must always be tangible and not include services.
 - (c) It must always be adequate and equal in value to the promise.
 - (d) It can be past, present, or future and must be at the desire of the promisor.
- (iii) **Legal Principle:** Article 23 prohibits forced labour or 'begar' in any form. Further, Article 24 of the Constitution of India prohibits the employment of children below the age of fourteen years in any factory or mine or in any other hazardous employment. [1]

Fact Situation: Raju, a fifteen-year-old boy, works as a domestic help in a bungalow in New Delhi. He performs household tasks such as washing clothes, cleaning utensils and gardening. His employer, Rajneesh provides him with food and a clean place to sleep but pays him no wages. Raju wants to go to school but Rajneesh does not allow him because it would affect his household work.

Has the constitutional right of Raju been violated?

- (a) Yes, as he is under fifteen and engaged in domestic work.
- (b) Yes, the conditions of work amount to forced labour, violating Article 23.
- (c) No, because domestic work is not categorised hazardous.
- (d) No, because Rajneesh ensures Raju's welfare by providing him with food and shelter.

- (iv) **Legal Principle:** According to Section 24 of the Indian Contract Act, 1872, an agreement is void if any part of its consideration or object is unlawful, and the lawful and unlawful parts cannot be separated. [1]

Fact Situation: Hema takes a loan of ₹50,000 from Rekha. As part of the same agreement, Hema agrees to repay the amount with lawful interest and also to procure illegal drugs for Rekha.

What is the status of the agreement between Hema and Rekha?

- (a) It is voidable at Hema's discretion to procure drugs.
 - (b) It remains valid if Rekha intends to receive only lawful interest on the loan.
 - (c) The agreement to repay the loan with legal interest is valid, while the promise to procure drugs is void.
 - (d) The entire agreement is void because it includes an unlawful object as part of a single transaction.
- (v) Given below are two statements marked Assertion and Reason. Read the two statements carefully and choose the correct option. [1]

Assertion: The primary objective of the National Green Tribunal (NGT) is to reduce the burden of environmental cases on regular judiciary.

Reason: National Green Tribunal (NGT) is not bound by the procedure laid down under the Code of Civil Procedure, 1908 but is guided by principles of natural justice.

- (a) Both Assertion and Reason are true and Reason is the correct explanation for Assertion.
 - (b) Both Assertion and Reason are true but Reason is not the correct explanation for Assertion.
 - (c) Assertion is true and Reason is false.
 - (d) Both Assertion and Reason are false.
- (vi) Given below are two statements marked Assertion and Reason. Read the two statements carefully and choose the correct option. [1]

Assertion: Article 19(1)(d) of the Indian Constitution guarantees the right to travel freely throughout the territory of India, subject to reasonable restrictions.

Reason: Article 19(1)(e) of the Indian Constitution restricts the freedom of citizens to live and settle in any part of the country.

- (a) Both Assertion and Reason are true and Reason is the correct explanation for Assertion.
- (b) Both Assertion and Reason are true but Reason is not the correct explanation for Assertion.
- (c) Assertion is true and Reason is false.
- (d) Both Assertion and Reason are false.

- (vii) Choose the correct statements about the Doctrine of Election under the Transfer of Property Act, 1882. [1]

Statement I: It requires a person to choose between two alternative rights in the same transaction while a property is being transferred.

Statement II: It is applicable only when the transferor has full ownership of the property that is being transferred.

Statement III: It applies when the original owner of the property must choose to confirm the transfer and relinquish the benefit or descend the transfer and keep their property.

- (a) Only statements I and II are correct.
- (b) Only statements II and III are correct.
- (c) Only statements I and III are correct.
- (d) All the statements are correct.

- (viii) Which of the following statements are correct regarding Article 15 of the Indian Constitution? [1]

Statement I: It prohibits the State from discriminating against any citizen on grounds of religion, race, caste, sex, place of birth or any of them.

Statement II: It allows the State to make special provisions for the advancement of any socially and educationally backward classes.

Statement III: It permits the State to discriminate on the basis of economic status of the citizens.

- (a) Only statements I and II are correct.
- (b) Only statements II and III are correct.
- (c) Only statements I and III are correct.
- (d) All the statements are correct.

- (ix) Which committee is established at the district level under Legal Services Authorities Act, 1987? [1]

- (x) Hemant is arrested for possessing certain drugs that were banned in the State. His advocate argued in the court that Hemant did not know the drugs were banned in the State. [1]

How is the legal maxim *Ignorantia Facti Excusat* – *Ignorantia Juris Non Excusat* applicable to Hemant?

- (xi) Prithvi was unlawfully restricted by a police officer from entering a public park. Since his legal right was violated, Prithvi decided to approach the court for relief. Which legal maxim would be applicable to Prithvi in the given situation? [1]

- (xii) Four friends planned to commit a robbery. While executing the robbery, a stranger who was present at the site, aided in its commission. [1]

Under which offence stated in the Bharatiya Nyaya Sanhita, 2023, will all of them be charged? Give a reason for your answer.

- (xiii) Comment on the legal sanctity of a settlement arrived through Conciliation. [1]

- (xiv) A District Court decided that people may park their vehicles anywhere on the roadside, stating that 'there is no express restriction in the traffic laws'. Later, it was pointed that the court overlooked a specific provision in the Motor Vehicles' Act which clearly prohibits parking that obstructs traffic. [1]
- According to which legal maxim, will the decision of the District Court **NOT** be considered as a binding precedent?

SECTION B - 28 MARKS

Question 2

[4]

- (i) Para legal volunteers bridge the gap between the common people and legal service institutions.

Discuss the statement by referring to *any four* duties of Para Legal Volunteers.

OR

- (ii) Discuss *any four* points highlighting the role of a Mediator in resolving the dispute out of court.

Question 3

Read the extract given below and answer the questions that follow.

Case: Vineet Narain & Others versus Union of India & Another (AIR 1998 SC 889)

Petitioner: Vineet Narain & Others

Respondent: Union of India & Another

Facts: In the case of Vineet Narain versus Union of India, a Public Interest Litigation (PIL) was filed before the Supreme Court of India under Article 32 of the Constitution, addressing the issue of corruption that involved CBI and revenue authorities. Both these authorities had apparently failed to perform their duties and legal obligations in investigating the matters arising out of the seizure of the 'Jain Diaries' in certain raids conducted by the CBI. The petitioner demanded that the government agencies be compelled to duly perform their legal obligations and prevent erosion of the rule of law for the preservation of democracy in the country. The Supreme Court issued a writ to compel the CBI and other agencies to discharge their statutory obligations and conduct timely investigations.

(Source (edited): <https://juscopus.com>)

- (i) Identify and briefly explain the writ issued by the Supreme Court in the above case. [2]
- (ii) Briefly explain *any two* writs under Article 32 of the Indian Constitution, other than the one identified in subpart (i) [2]

Question 4

- (i) Which legal principle under the Law of Torts was established by the House of Lords of England in the landmark case of *Rylands vs Fletcher*? [1]
- (ii) The Supreme Court of India developed a stricter form of principle in the case of *M.C. Mehta vs Union of India* (Oleum Gas Leak case), which was developed on the principle laid down in the *Rylands vs Fletcher* case. [1]
What is this principle called under the Law of Torts?
- (iii) The principles laid down in *Rylands vs Fletcher* and *M.C. Mehta vs Union of India* cases address liability for harm, but differ significantly in meaning, scope, defenses, and the quantum of damages. [2]

Explain the differences between these two principles based on *any two* of the above-mentioned criteria.

Question 5

Read the scenarios given below and answer the questions that follow.

Scenario I: Geetika left her dog unchained, and it ran out of the yard onto the street. It bit her neighbour, Samrat who sued Geetika and claimed compensation for the injury.

Scenario II: Rajat was discussing a forthcoming project with Jai. Due to difference of opinions, he lost his temper and hit Jai with a stick which caused him physical injury. Jai filed a police complaint against Rajat.

- (i) Identify the scenario that illustrates the following. Give a reason for your answer. [2]
 - (a) Tort
 - (b) Crime
- (ii) Differentiate between Tort and Contract by giving on *any two* parameters. [2]

Question 6

In *Pratap Daji versus B.B. and C.I. Railway* case, the plaintiff boarded a train of Indian Railways without a ticket. At a particular station, he was asked by a railway employee to show the ticket. He was asked to deboard the train but refused to do so. Upon his refusal, the railway employee used force to get him off the train without any prior warning. The plaintiff sued for battery alleging unlawful physical contact. The railway employee claimed that plaintiff had committed a trespass.

(Source(edited): legalserviceindia.com)

- (i) Identify *any two* elements of battery which are present in the above situation. [2]
- (ii) The court ruled in favour of the Indian Railways for trespass by Pratap Daji. Why? [2]

Question 7

- (i) Elina promised to take her friend James out for dinner on Christmas Eve. Later, she changed her mind and went out with her cousins instead. James was disappointed and decided to file a suit against Elina for breach of contract. [1]
With the help of a reason, explain whether James can legally enforce the contract.
- (ii) Imran offered to sell his vintage bicycle to his friend Kuljeet for ₹5,000. Kuljeet immediately accepted the offer and said that he would pay ₹4,000. [1]
Do you think the contract is valid? Why?
- (iii) With reference to the Indian Contract Act, 1872, briefly discuss the validity of a contract made by a person of unsound mind who is sound at some intervals. [2]

Question 8

- (i) What is stated in Article 21 of the Indian Constitution? Discuss its provisions. [4]

OR

- (ii) State *any four* objectives of enacting Lokpal and Lokayukta Act 2013.

SECTION C – 28 MARKS

Question 9

Altaf was returning home from work when Farooq suddenly blocked his way and attempted to snatch his wallet, threatening him with a hockey stick. Startled and fearing immediate harm, Altaf quickly grabbed a brick lying on the roadside and struck Farooq on the shoulder, causing him to fall and sustain a bleeding injury. Altaf stopped hitting as Farooq dropped the stick and fell on the ground. Later, Altaf was arrested and charged with voluntarily causing hurt.

- (i) With reference to the Bharatiya Nyaya Sanhita, 2023, state the exception under which Altaf can claim protection. [1]
- (ii) Examine whether Altaf's actions will fall within the scope of the exception identified in subpart (i). [3]
- (iii) How is the identified exception different from the general exception of Duress? [3]

Question 10

- (i) What is *arbitral award*? How does it differ from Judgment? [3]
- (ii) Discuss the validity of a contract under Mistake of Fact (Section 20) and Mistake of Law (Section 21) with the help of a relevant example for each category. [4]

Question 11

In *Mohori Bibee versus Dharmodas Ghose* case, the plaintiff Dharmodas mortgaged his immovable property to Brahmo Dutt to secure a loan of ₹20,000. At the time of transaction, Dharmodas was a minor. His mother sent a notice to Brahmo Dutt informing him of Dharmodas's minor age. The manager of Brahmo Dutt acted on his behalf and executed the mortgage despite having a knowledge of Dharmodas's minority. Later, Dharmodas filed a case through his legal guardian to invalidate the mortgage.

- (i) What is *mortgage*? Who is the mortgagor and mortgagee in the given situation? [3]
- (ii) With reference to the above case, discuss the validity of a contract with a minor. [4]
What are the criteria given in Section 11 of Indian Contract Act, 1872, to enter into a valid contract?

Question 12

- (i) Explain the constituents of Negligence Tort. [3]
- (ii) Distinguish between Sale and Gift under the Transfer of Property Act, 1882, based on *any four* criteria. [4]

OR

- (iii) Distinguish between Arbitration and Mediation on *any three* criteria. [3]
- (iv) When does theft become snatching? Explain the elements of snatching. [4]

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