

VEER NARMAD SOUTH GUJARAT UNIVERSITY, SURAT.

F.Y. LL.B.

SEMESTER – I

PAPER-1 LAW OF CONTRACT – I [GENERAL PRINCIPLES OF CONTRACT AND SPECIFIC RELIEF]

General Principles of Contract (Ss. 1-75, Indian Contract Act, 1872)	60 Marks
Specific Relief Act, 1963	25 Marks
Prescribed Cases	15 Marks

Prescribed Cases :

- (1) **Intention to create contractual obligation.**
 - Balfour Vs. Balfour (1919) 2 K.B.571
 - Carlil Vs, Carbolic Smoke Ball Co, (1893) 1.Q.B.256
 - Kedarnath Vs. Ghorie Mohd. (1886) 14 Cal. 64
- (2) **Communication of offer necessary for its acceptance.**
 - Lalman Shukal Vs. Gauri Dutt (1913) II All LJ 489
- (3) **Privity of Contract (cestui-que Trust)**
 - Khwaja Mohmmmed Khan Vs. Husaini Begum ILR(1910)32 All 410(PC)
(1910)37 I.A. 152(PC)
- (4) **Agreement with minor (void Contract)**
 - Mohri Bibee Vs. Dharmodas Ghosh (1903) 30 I.A. ILR 30 Cal.539
- (5) **Consensus ad-idem : (Mutuality of subject matter must)**
 - Cundy Vs. Lindsay (1878) 3 A.C. 459
- (6) **Anticipatory Breach of Contract**
 - Frost Vs. Knight (1878) L.R. Exch.III
- (7) **Measures of Damages Unanticipated Loss.**
 - Hadley Vs. Baxandale (1854) 9 Ex.341
- (8) **Public Policy**
 - B.U. Ramarao Vs. Jayamma AIR 1953 Mysore 33
 - Arjunsha Rajusha Vs. Mahanlal AIR 1937 Nagpur 345

The Specific Relief Act, 1963 :

Prescribed Cases

Injunction to enforce impliedly negative Covenants

Burn & Co. Vs. Mc. Donald

ILR 36 Cal. 354

An affirmative covenant would ipso-facto contain an implied negative covenant not to do the contrary- Injunction to perform negative agreement.

Lumley Vs. Wagner

(1852) 1 De.G.M. & Ca604, 21 LJ. Ch.898, 19LT264

The Paper includes the following UGC Model Curriculum Details :

(1) General Principles of Law of Contract

- 1.1 History and nature of contractual obligations.
- 1.2 Agreement and contract : definition, elements and kinds
- 1.3 Proposal acceptance-their various forms, essential elements, communication and revocation-proposal and invitations for proposal- floating offers- tenders- dumping of goods.
- 1.4 Consideration – its need, meaning, kinds, essential elements – quidum pactum – privity of contract and of consideration-its exception- adequacy of consideration-present, past and adequate consideration- unlawful consideration and its effects-views of Law Commission of India on consideration- evaluation of the doctrine of consideration.
- 1.5 Capacity to contract- meaning- incapacity arising out of status and mental defect-minor's agreements- definition of 'minor' – accessories supplied to a minor-agreements beneficial and detrimental to a minor- affirmation- restitution in case of minor's agreements- fraud by a minor-agreements made on behalf of a minor-minor's agreements and estoppel- evaluation of the law relating to minor's agreements- other illustrations of incapacity to contract.
- 1.6 Free consent- its need and definition- factors vitiating free consent.
 - 1.6.1 Coercion- definition- essential elements- duress and coercion- various illustrations of coercion-doctrine of economic duress- effect of coercion.
 - 1.6.2 Undue influence- definition- essential elements- between which parties can it exist? Who is to prove it? Illustrations of undue influence- independent advice- pardahanashin women- unconscionable bargains- effect of undue influence.
 - 1.6.3 Misrepresentation- definition- misrepresentation of law and of fact- their effects and illustration.
 - 1.6.4 Fraud-definition- essential elements- suggestion falsi-suppessio vari-when does silence amounts to fraud? Active-concealment of truth- importance of intention.
 - 1.6.5 Mistake- definition- kinds- fundamental error- mistake of law and of fact-their effects- when does a mistake vitiate free consent and when does it not vitiate free consent?
- 1.7 Legality of objects :
 - 1.7.1 Void agreements- lawful and unlawful considerations, and objects- void, voidable, illegal and unlawful agreements and their effects.
 - 1.7.2 Unlawful considerations and objects:
 - 1.7.2.1 Forbidden by law
 - 1.7.2.2 Defeating the provision of any law
 - 1.7.2.3 Fraudulent
 - 1.7.2.4 Injurious to person or property
 - 1.7.2.5 Immoral

- 1.7.2.6 Against public policy
- 1.7.3 Void Agreements:
 - 1.7.3.1 Agreements without consideration
 - 1.7.3.2 Agreements in restraint of marriage
 - 1.7.3.3 Agreements in restraint of trade- its exceptions- sale of goodwill, section 11 restrictions, under the partnership Act, trade combinations, exclusive dealing agreements, restraints on employees under agreements of service.
 - 1.7.3.4 Agreements in restraint of legal proceedings- its exceptions.
 - 1.7.3.5 Uncertain agreements
 - 1.7.3.6 Wagering agreement – its exception.
- 1.8 Discharge of a contract and its various modes.
 - 1.8.1 By performance- conditions of valid tender of performance-How? By whom? Where? When? in what manner? Performance of reciprocal promises- time as essence of contract.
 - 1.8.2 By breach- anticipatory breach and present breach.
 - 1.8.3 Impossibility of performance- specific grounds of frustration- application to leases- theories of frustration- effect of frustration- frustration and restitution.
 - 1.8.4 By period of limitation.
 - 1.8.5 By agreement- rescission and alteration- their effect- remission and waiver of performance- extension of time- accord and satisfaction.
- 1.9 Quasi-contracts or certain relations resembling those created by contract.
- 1.10 Remedies in contractual relations:
 - 1.10.1 Damages-kinds-remoteness of damages- ascertainment of damages.
 - 1.10.2 Injunction-when granted and when refused-Why?
 - 1.10.3 Refund and restitution.
 - 1.10.4 Specific performance-When? Why?
- (2) Government as a Contracting Party :**

Constitutional provisions- government power to contract- procedural requirements- kinds of government contracts- their usual clauses- performance of such contracts- settlements of disputes and remedies.
- (3) Standard Form Contracts :**

Nature, advantages – unilateral character, principles of protection against the possibility of exploitation- judicial approach to such contracts- exemption clauses- clash between two standard form contracts- Law Commission of India's views.
- (4) Multi-national Agreement**
- (5) Strategies and constraints to enforce contractual obligations**
 - 5.1 Judicial methods- redressal forum, remedies

- 5.2 Other methods like arbitration, Lok Adalat, Nyaya Panchayat and other such non formal methods.
- 5.3 Systemic constraints in setting contractual disputes
 - 5.3.1 Court fees, service of summons, injunction, delay.

(6) Specific relief :

- 6.1 Specific performance of contract
 - 6.1.1 Contract that can be specifically enforced
 - 6.1.2 Persons against whom specific enforcement can be ordered
- 6.2 Rescission and cancellation
- 6.3 Injunction
 - 6.3.1 Temporary
 - 6.3.2 Perpetual.
- 6.4 Declaratory orders
- 6.5 Discretion and powers of court

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- Beatsen (ed.), Anson's Law of Contract (27th ed. 1998)
- P.S. Atiya, Introduction to the Law of Contract 1992 reprint (Claredon Law Series)
- Avtar Singh, Law of Contract (2000) Eastern, Lacknow
- G.C.Cheshire, and H.S.Fifoot and M.P.Furmston, Law of Contract(1992) ELBS with Butterworths
- M.Krishnan Nair, Law of Contracts (1998)
- G.H. Treitel, Law of Contract, Sweet & Maxwell (1997 Reprint)
- R.K.Abichandani, (ed.), Pollock and Mulla on the Indian Contract and the Specific Relief Act (1999), Tripathi.
- Banerjee, S. C. Law Specific Relief (1998), Universal.
- Anson, Law of Contract (1998), Universal
- Dutt on Contract (2000), Universal
- Anand and Aiyer, Law of Specific Relief (1999), Universal
- Anson : Principles of the English Law of contract and of Agency in its Relation to Contract (20th Edn.) J.L. Brierly.
- Chitty on contracts [Vol. I General Principles (2nd Edn.)] 1983 – Chittly.
- Cases and materials on Contract (1974) – K. Ponnuswamy and K.K. Puri.
- S.T. Desai : Equity, Trust and Specific Relief (9th Edn.) (1991)
- D.D. Basu : Equity, Trust and Specific Relief (5th Edn.) (1983)

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SEMESTER – I

PAPER-2 LAW OF CONTRACT – II [Indian Contract Act, Indian Partnership Act, Sale of Goods Act, Negotiable Instrument Act and Other Specific Contracts]

Specific Contracts 35 Marks

- Indemnity
- Guarantee
- Bailment and Pledge
- Agency

Prescribed Cases 15 Marks

Partnership 20 Marks

Sale of Goods 20 Marks

Negotiable Instruments Act. 10 Marks

Prescribed Cases :

(1) Partnership Act, :

- Damodardas Khivaji Vs. Gaurishankar Harbaksh AIR 1958 Bom. 445 60 BLR 697
- Dulichand Laxminarayan Vs. Commr. of Income Tax AIR 1956 SC 345
- Ghelabhai Vs. Chunilal & Co. (1941) Rang. 219
- Markandrai Kalyanrai Mehta Vs. Virnedrarai C.Desai & Others (1917) 19 Bom. LR 837
- W. Krishnamachariar Vs. A. Sahnkera Saha (1920) 22 Bom. LR 1343 (1347), AIR 1921 PC 268
- Cox Vs. Hichman 8, H.L.C. 268
- Rahmatunissa Begum Vs. Price 45, I.A. 61 AIR 1917 PC 116
- Jagdishchandra Vs. Kajaria Traders (India) Ltd. AIR 1964 SC 1882
- New Biggins Vs. Adm. (Sweet & Maxwell) 17th Edi. 471
- M. Daddalingappa Vs. P. Natraj AIR (1970) Mysore 154
- Iallan Prasad Vs. R. Ali AIR 1967 SC 1322

(2) Sale of Goods Act :

- State of Gujarat Vs. Ramanlal & Co. AIR 1965 Gul. 60
- Baldry Vs. Marshall (1925) I.K.B. 260 C.A.
- GIP Rly. Co. Vs. Hanmandas ILR (1889) 14 Bom. 57
- Varley Vs. Whipp (1900) I.O.C. 513
- Staff Motor Guarantee Co. Vs. British Wagen Co. (1934) 2 K.B. 393

(3) Indian Contract Act (Agency) :

- Keighley Maxeted 7 Co. Vs. Durant (1901) Ac 204
- Phulzaridevi Vs. Mithailal AIR (1970) All 494

The Paper includes the following UGC Model Curriculum Details :

(1) Indemnity

- 1.1 The Concept
- 1.2 Need for indemnity to facilitate commercial transactions.
- 1.3 Methods of creating indemnity obligations.
- 1.4 Definition of Indemnity
- 1.5 Nature and extent of liability of the indemnifier
- 1.6 Commencement of liability of the indemnifier
- 1.7 Situations of various types of indemnity creations.
- 1.8 Documents/agreements of indemnity
- 1.9 Nature of indemnity clauses.
- 1.10 Indemnity in cases of International transactions
- 1.11 Indemnity by governments during interstate transactions.

(2) Guarantee :

- 2.1 The concept.
- 2.2 Definition of guarantee : as distinguished from indemnity.
- 2.3 Basic essential for a valid guarantee contract.
- 2.4 The place of consideration and the criteria for ascertaining the existence of consideration in guarantee contracts.
- 2.5 Position of minor and validity of guarantee when minor is the debtor, creditor or surety.
- 2.6 Continuing guarantee.
 - 2.6.1 Nature of Surety's liability.
 - 2.6.2 Duration and termination of such liability.
- 2.7 Illustrative situations of existence of continuing guarantee.
 - 2.7.1. Creation and identification of continuing guarantees.
- 2.8 Letters of credit and bank guarantees as instances of guarantee transactions
- 2.9 Rights of surety:
 - 2.9.1 Position of surety in the eye of law.
 - 2.9.2 Various judicial interpretations to protect the surety.
- 2.10 Co-surety and manner of sharing liabilities and rights.
- 2.11 Extent of surety's liability.
- 2.12 Discharge of surety's liability.

(3) Bailment

- 3.1 Identification of bailment contracts in day today life.
 - 3.1.1 Manner of creation of such contracts

- 3.2 Commercial utility of bailment contracts
- 3.3 Definition of bailment
- 3.4 Kinds of bailees
- 3.5 Duties of Bailor and Bailee towards each other
- 3.6 Right of bailor and bailee
- 3.7 Finder of goods as a bailee
 - 3.7.1 Liability towards the true owner.
 - 3.7.2 Obligation to keep the goods safe
 - 3.7.3 Right to dispose off the goods.

(4) Pledge

- 4.1 Pledge: comparison with bailment
- 4.2 Commercial utility of pledge transactions
- 4.3 Definition of pledge under the Indian Contract Act
- 4.4 Other statutory regulation(State & Centre)regarding pledge, reasons for the same
- 4.5 Rights of the pawer and pawnee.
 - 4.5.1 Pownee;s right of sale as compared to that of an ordinary bailee
- 4.6. Pledge by certain specified persons mentioned in the Indian Contract Act.

(5) Agency

- 5.1 Identification of different kinds of agency transactions in day to day life in the commercial world.
- 5.2 Kinds of agents and agencies.
 - 5.2.1 Distinction between agent and servant.
- 5.3 Essentials of a agency transaction.
- 5.4 Various methods of creation of agency
- 5.5 Delegation
- 5.6 Duties and rights of agent
- 5.7 Scope and extent of agent's authority.
- 5.8 Liability of the principal for acts of the agent including misconduct and tort of the agent.
- 5.9 Liability of the agent towards the principal.
- 5.10 Personal liability towards the parties
- 5.11 Methods of termination of agency contract
 - 5.11.1 Liability of the principal and agent before and after such termination.

(6) Sale of Goods

- 6.1 Concept of Sale as a Contract
- 6.2 Illustrative instances of sale of goods and the nature of such contracts.

- 6.3 Essentials of contract of sale
- 6.4 Essential conditions in every contract of sale
- 6.5 Implied terms in contract of sale
- 6.6 The rule of caveat emptor and the exceptions thereto under the Sale of Good Act.
- 6.7 Changing concept of caveat emptor
- 6.8 Effect and meaning of implied warranties in a sale
- 6.9 Transfer of title and passing of risk
- 6.10 Delivery of good: various rules regarding delivery of goods.
- 6.11 Unpaid seller and his rights.
- 6.12 Remedies for breach of contract.

(7) Partnership

- 7.1 Nature of partnership: definition
- 7.2 Distinct advantages and disadvantages vis-à-vis partnership and private limited company.
- 7.3 Mutual relationship between partners
- 7.4 Authority of partners
- 7.5 Admission of partners
- 7.6 Outgoing of partners
- 7.7 Registration of Partnership
- 7.8 Dissolution of Partnership

(8) Negotiable Instruments :

- 8.1 The concept
- 8.2 Various kinds
- 8.3 Essential requirements to make an instrument negotiable
- 8.4 Competent parties for making and negotiation
- 8.5 Acceptance of the instrument.
- 8.6 Dishonour by non acceptance and remedies available to the holder
- 8.7 Holder and holder in due course : meaning, essential conditions rights and privileges of holder in course and indorsee from the holder in due course.
- 8.8 Negotiation of the instrument
- 8.9 Presentment of the instrument
- 8.10 Cheques : rules regarding payment of cheque
 - 8.10.1 Liability of the collecting banker and paying banker.
 - 8.10.2 Dishonour of cheque and its effect
 - 8.10.3 Discharge from liability
- 8.11 Kinds of bills

8.12 Evidence

8.12.1 Special rules of evidence regarding negotiable instruments.

Select bibliography :

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J.P. Verma (ed.), Singh and Gupta, The Law of Partnership in India (1999), Orient Law House, New Delhi.

A. G. Guest (ed.), Benjamin's Sale of Goods (1992), Sweet & Maxwell.

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M.S.Parthasarathy (ed.), J.S. Khergamvala, The Negotiable Instruments Act.

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S.T. Desai : Law of Partnership

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SEMESTER – I

PAPER-3 LAW OF CRIMES

General Principles of Crimes and Specific Offences

85 Marks

Prescribed Cases

15 Marks

Prescribed Cases

(1) Men Rea

- R. Vs. Prince 1875 L.R. 2C.C.R. 154
- Sherras Vs. Rutzen (1895) I.Q.B. 918 (Divisional Court)

(2) Compulsion

- R. Vs. Dudley and Stephnes (1834) 14 Q.R.D.273(Divisional Court)

(3) Sedition

- Kedarnath Vs. The State of Bihar AIR 1962 SC 955

(4) Murdar ect.

- K.M. Nanavaty Vs. The State of Maharashtra AIR 1962 SC 605, 630

(5) Defence of Insanity

- Mc. Nayghten's Cases (1830) 10 C.L.F. 200(House of Lords)

(6) Kidnapping

- S. Varadrajn Vs. The State of Madras AIR 1965 SC 942

(7) Defamation

- Gour Chand Rout Vs. Public Prosecutor AIR 1962 Orissa 197, 198, 201 , 202

(8) Common Intention

- Case of Mahboob Shah (1945) 47 Bom. L.R. 941

(9) Theft

- R. Vs. Nagppa (1890) 15 Bom. L.R. 344

(10) Criminal Conspiracy

- Keharsingh & Ors. Vs. The State (Delhi Admn.) AIR 1988 SC 1883

(11) Sec-309 (I.P.C.) – Ultra Vires the Constitution

- P. Ratnam Nathushan Patnaik Vs. Union of India AIR 1994 SC 1844

(12) Sec-303 (I.P.C.) – Ultra Vires the COnstitution

- Mithusingh Vs. State of Punjab (1983) Cr.L.J. 811 SC

(13) Constitutional Validity of Capital Punishment

- Bachchansingh Vs. State of Punjab AIR 1980 SC 898 (1980) Cr.L.J.636

(14) Death Sentence can be awarded only in rarest of rare Circumstances

- Machhisingh Vs. The State of Punjab AIR 1983 SC 957 (1983) Cr.L.J.1457

The Paper includes the following UGC Model Curriculum Details :

(1) General

- 1.1 Conception of crime
 - 1.1.1 Pre-colonial notions of crime as reflected in Hindu, Muslim and Tribal Law
 - 1.1.2 Macaulay's draft based essentially on British notions.
- 1.2 State's power to determine acts or omissions as crimes
- 1.3 State's responsibility to detect, control and punish crimes.
- 1.4 Distinction between crime and other wrongs.
- 1.5 IPC : a reflection of different social and moral values.
- 1.6 Applicability of I.P.C.
 - 1.6.1 Territorial
 - 1.6.2 Personal
- 1.7 Salient features of the I.P.C.

(2) Elements of criminal liability

- 2.1 Author of crime – natural and legal person
- 2.2 Men rea – evil intention
- 2.3 Importance of mens rea
- 2.4 Recent trends to fix liability without mens rea in certain socio-economic offences.
- 2.5 Act in furtherance of guilty intent
- 2.6 Omission
- 2.7 Injury to another

(3) Group liability

- 3.1 Stringent provision in case of combination of persons attempting to disturb peace.
- 3.2 Common intention
- 3.3 Abetment:
 - 3.3.1 Instigation, aiding and conspiracy
 - 3.3.2 Mere act of abetment punishable
- 3.4 Unlawful assembly:
 - 3.4.1 Basis of liability
- 3.5 Criminal conspiracy
- 3.6 Rioting as a specific offence

(4) Stages of crime

- 4.1 Guilty intention – mere intention not punishable
- 4.2 Preparation
 - 4.2.1 Preparation not punishable

- 4.2.2 Exception in respect of certain offences of grave nature or of peculiar kind such as possession of counterfeit coins, false weights and measures.
- 4.3 Attempt
 - 4.3.1 Attempt when punishable – specific provisions of IPC
 - 4.3.2 Tests for determining what constitutes attempt – proximity, equivocality and social danger.
 - 4.3.3 Impossible attempt
- (5) Factors negating guilty intention**
 - 5.1 Mental incapacity
 - 5.1.1 Minority
 - 5.1.2 Insanity – impairment of cognitive faculties, emotional imbalance
 - 5.1.3 Medical and legal insanity
 - 5.2 Intoxication – involuntary
 - 5.3 Private defence – justification and limits
 - 5.3.1 When private defence extends to causing of death to protect body and property
 - 5.3.2 Necessity
 - 5.3.3 Mistake of fact
- (6) Types of punishment**
 - 6.1 Death;
 - 6.1.1 Social relevance of capital punishment
 - 6.1.2 Alternatives to capital punishment
 - 6.2 Imprisonment – for life, with hard labour, simple imprisonment
 - 6.3 Forfeiture of property
 - 6.4 Fine
 - 6.5 Discretion in awarding punishment
 - 6.5.1 Minimum punishment in respect of certain offences
- (7) Specific offences against human body**
 - 7.1 Causing death of human beings
 - 7.1.1 Culpable homicide
 - 7.1.2 Murder
 - 7.2 Distinction between culpable homicide and murder
 - 7.2.1 Specific mental element : requirement in respect of murder
 - 7.3 Situation justifying treating murder as culpable homicide not amounting to murder
 - 7.3.1 Grave and sudden provocation
 - 7.3.2 Exceeding right to private defense

- 7.3.3 Public servant exceeding legitimate use of force
- 7.3.4 Death in sudden fight
- 7.3.5 Death caused by consent of the deceased- euthanasia and surgical operation
- 7.3.6 Death caused of person other than the person intended
- 7.3.7 Miscarriage with or without consent
- 7.4 Rash and negligent act causing death
- 7.5 Hurt-grievous and simple
- 7.6 Assault and criminal force
- 7.7 Wrongful restraint and wrongful confinement-kidnapping from lawful guardianship and from outside India.
- 7.8 Abduction
- (8) Offences against women**
 - 8.1 Insulting the modesty of woman
 - 8.2 Assault of criminal force with intent to outrage the modesty of woman
 - 8.3 Causing miscarriage without woman's consent:
 - 8.3.1 Causing death by causing miscarriage without woman's consent
 - 8.4 Kidnapping or abducting woman to compel her to marry or force her to illicit intercourse
 - 8.5 Buying a minor for purposes of prostitution
 - 8.6 Rape:
 - 8.6.1 Custodial rape.
 - 8.6.2 Marital rape
 - 8.7 Prevention of immoral traffic
 - 8.8 Cruelty by husband or his relatives
 - 8.8.1. Prevention of Sati
 - 8.9 Prohibition of indecent representation of women
- (9) Offences against Property**
 - 9.1 Theft
 - 9.2 Cheating
 - 9.3 Extortion
 - 9.4 Robbery and dacoity
 - 9.5 Mischief
 - 9.6 Criminal misrepresentation and criminal breach of trust**
- (10) New kinds of crimes such as terrorism, pollution and adulteration**
- (11) Law Reforms**

Bibliography

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Ratanlal-Dhirajlal's Indian Penal Code(1994 reprint)

K.D. Gaur, A Text Book on the Indian Penal Code (1998), Universal, Delhi

P.S. Achuthan Pillai, Criminal Law(1995) Eastern, Lucknow

Hidayathulla. M., et.al. Ratanlal and Dhirajlals The Indian Penal Code(1994 reprint), Wadhwa & Co; Nagpur

B.M. Gandhi, Indian Penal Code(1996), Eastern, Lucknow

Kenny's Outlines of Criminal Law

VEER NARMAD SOUTH GUJARAT UNIVERSITY, SURAT.

F.Y. LL.B.

SEMESTER – I

PAPER-4 LAW OF TORTS AND CONSUMER PROTECTION LAWS

Law of Torts

75 Marks

Law of Consumer Protection

25 Marks

Statutory Material :

The Consumer Protection Act, 1986

The Paper includes the following UGC Model Curriculum Details :

(1) Evolution of Law of Torts

- 1.1 England forms of action-specific remedies from case to case
- 1.2 India- Principles of Justice, equality and good conscience, uncodified character-advantages and disadvantages

(2) Definition, Nature, Scope and Objects

- 2.1 A wrongful act- Violation of duty imposed by law, duty which is owed to people generally (in rem)- *damnum sine injuria* and *injuries sine damnum*
- 2.2 Tort distinguished from crime and breach of contract
- 2.3 The concept of unliquidated damages.
- 2.4 Changing scope of law of torts: expanding character of duties owed to people generally due to complexities of modern society.
- 2.5 Object-prescribed standards of human conduct, redressal of wrongs by payment of compensation, proscribing unlawful conduct by injunction.

(3) Principles of Liability in Torts

- 3.1 Fault
 - 3.1.1 Wrongful intent
 - 3.1.2 Negligence
- 3.2 Liability without fault
- 3.3 Violation of ethical codes
- 3.4 Statutory liability
- 3.5 Place of motive in torts

(4) Justification in Tort

- 4.1 *Volenti non fit injuria*
- 4.2 Necessity, private and public
- 4.3 Plaintiff's default
- 4.4 Act of God

- 4.5 Inevitable accident
- 4.6 Private defense
- 4.7 Statutory authority
- 4.8 Judicial and quasi-judicial acts
- 4.9 Parental and quasi-parental authority
- (5) Extinguishment of liability in certain situations**
 - 5.1 Actio personalis moritur cum persona – exceptions
 - 5.2 Waiver and acquiescence
 - 5.3 Release
 - 5.4 Accord and satisfaction
 - 5.5 Limitation
- (6) Standing**
 - 6.1 Who may sue – aggrieved individual – class action – social action group
 - 6.2 Statutes granting standing to certain persons or groups
 - 6.3 Who may not be sued?
- (7) Doctrine of sovereign immunity and its relevance in India.**
- (8) Vicarious Liability**
 - 8.1 Basis, scope and justification
 - 8.1.1 Express authorization
 - 8.1.2 Ratification
 - 8.1.3 Abetment
 - 8.2 Special Relationships
 - 8.2.1 Master and servant – arising out of and in the course of employment – who is master? – the control test – who is servant? – borrowed servant – independent contractor and servant, distinguished.
 - 8.2.2 Principal and agent
 - 8.2.3 Corporation and principal officer
- (9) Torts against persons and personal relations**
 - 9.1 Assault, battery, mayhem
 - 9.2 False imprisonment
 - 9.3 Defamation – libel, slander including law relating to privileges
 - 9.4 Marital relations, domestic relations, parental relations, master and servant relations.
 - 9.5 Malicious prosecution
 - 9.6 Shortened expectation of life
 - 9.7 Nervous shock

(10) Wrongs affection property

- 10.1 Trespass to land, trespass ab initio, dispossession
- 10.2 Movable property – trespass to goods, detinue, conversion
- 10.3 Torts against business interests – injurious falsehood, misstatements, passing off.

(11) Negligence

- 11.1 Basic concepts
 - 11.1.1 Theories of negligence
 - 11.1.2 Standards of care, duty to take care, carelessness, inadvertence
 - 11.1.3 Doctrine of contributory negligence
 - 11.1.4 Res ipsa loquitur and its importance in contemporary law
- 11.2 Liability due to negligence : different professionals
- 11.3 Liability of common carriers for negligence
- 11.4 Product liability due to negligence : liability of manufacturers and business houses for their products

(12) Nuisance

- 12.1 Definition, essentials and types
- 12.2 Acts which constitute nuisance – obstructions of highways, pollution of air, water, noise, and interference with light and air

(13) Absolute/Strict liability

- 13.1 The rule in Rylands v. Fletcher
- 13.2 Liability for harm caused by inherently dangerous industries

(14) Legal remedies

- 14.1 Legal remedies :
 - 14.1.1 Award of damages – simple, special, punitive
 - 14.1.2 Remoteness of damage – foreseeability and directness
 - 14.1.3 Injunction
 - 14.1.4 Specific restitution of property
- 14.2 Extra-legal remedies – self-help, re-entry on land, re-capture of goods, distress damage feasant and abatement of nuisance.

(15) Consumer movements : historical perspectives

- 15.1 Common law protection : contract and torts
- 15.2 Consumerism in India : food adulteration, drugs and cosmetics – essential Commodities.
 - 15.2.1 Criminal sanction; Sale of noxious and adulterated substances, false weights and measures. Use of unsafe carriers.

(16) Consumer, the concept

- 16.1 General Perspectives

- 16.2 Statutory and government services : to be included or not?
- 16.3 Definition and scope : the Consumer Protection Act 1986 (CPA)
 - 16.3.1 Who is not a consumer?
- (17) Unfair Trade Practices**
 - 17.1 Misleading and false advertising
 - 17.2 Unsafe and hazardous products
 - 17.3 Disparaging competitors
 - 17.4 Business ethics and business self-regulation
 - 17.5 Falsification of trade marks.
- (18) Consumer of goods**
 - 18.1 Meaning of defects in goods.
 - 18.2 Standards of purity, quality, quantity and potency
 - 18.2.1 Statutes : food and drugs, engineering and electrical goods.
 - 18.2.2 Common law : decision of courts
 - 18.3 Price control
 - 18.3.1 Administrative fixation
 - 18.3.2 Competitive market
 - 18.4 Supply and distribution of goods
- (19) Supply of essential commodities**
 - 19.1 Quality control
 - 19.2 Sale of goods and hire purchase law
 - 19.3 Prescribing standards of quality – BIS and Agmark, Essential commodities law.
- (20) Consumer Safety**
 - 20.1 Starting, distribution and handing of unsafe and hazardous products.
 - 20.2 Insecticides and pesticides and other poisonous substances
- (21) Service**
 - 21.1 Deficiency – meaning
 - 21.2 Professional services
 - 21.2.1 Medical Services
 - 21.2.2 How to determine negligence
 - 21.2.3 Violation of statute
 - 21.2.4 Denial of medical service : violation of human rights
 - 21.2.5 Lawyeering services : duty-towards-court and duty-to-client dilemma, break of confidentiality – negligence and misconduct.
 - 21.3 Public Utilities
 - 21.3.1 Supply of electricity

21.3.2 Telecommunication and postal services

21.3.3 Housing

21.3.4 Banking

(22) Commercial services

22.1 Hiring

22.2 Financing

22.3 Agency services

(23) Enforcement of consumer rights

23.1 Consumer for a under CPA : jurisdiction, powers and functions

23.1.1 Execution of orders

23.1.2 Judicial review

23.2 PIL

23.3 Class action

23.4 Remedies

23.5 Administrative remedies

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