



SAFALTA CLASS™

An Initiative by **अमरउजाला**

→ Criminal Case (2) ✓
- Civil Law + Case Study

Question No: 1

Principles:

1. An employer shall be liable for the wrongs committed by his employees in the course of employment.)
2. Third parties must exercise reasonable care to find out whether a person is actually acting in the course of employment.

Facts:

Nandan was appointed by Syndicate Bank to collect small savings from its customers spread over in different places on daily basis.

Nagamma, a housemaid, was one of such 'customers making use of Nandan's service.

Syndicate Bank after a couple of years terminated Nandan's service.

Nagamma, unaware of this fact, was handing over her savings to Nandan who misappropriated them.

Nagamma realised this nearly after three months, when she went to the Bank to withdraw money. She filed a complaint against the Bank.

Possible Decision :

- (a) Syndicate Bank shall be liable to compensate Nagamma.**
- (b) Syndicate Bank shall not be liable to compensate Nagamma.**
- (c) Nagamma has to blame herself for her negligence.**

Possible Reasons:

- (i) Nandan was not acting in the course of employment after the termination of his service.**
- (ii) A person cannot blame others for his own negligence.**
- (iii) Nagamma was entitled to be informed by the Bank about Nandan.**
- (iv) The Bank is entitled to expect its customers to know actual position.**

Question No:

Your decision with the reason

(a) (b) (i)

(b) (c) (ii)

(c) (a) (iii)

(d) (b) (iv)

Question No: 2

Which of the following is not true about a criminal proceeding?

(a) the court may ask to pay a fine

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✓ (b) the court may order the transfer to their ownership of the property

(c) there is prosecution ✓

(d) the court may discharge an accused

CIVIL LAW

Terms =)

Contract:

An agreement enforceable by law is a contract.

Void Agreement:

A void agreement is one which is destitute of all legal effect. It cannot be enforced and confers no rights on either party.

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Voidable Contract:

A voidable contract is one which one of the parties can put an end at his option. The contract will, however, be binding if he does not exercise his option to avoid it within a reasonable time.

Illegal Agreement:

An illegal agreement has no legal effect as between the immediate parties. It is tainted with illegality and is, therefore, not enforceable.

Minor:

According to the Indian Majority Act, 1875, a minor is a person, who has not completed the age of 18 years. In case a guardian has been appointed to the minor by the court, the person continues to be minor until he completes the age of 21 years.

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Bailment:

According to Section 148 of the Indian Contract Act, a bailment is a transaction whereby one person delivers goods to another person for some purpose upon a contract that they are, when the purpose is accomplished, to be returned or otherwise disposed of according to the directions of the person delivering them.

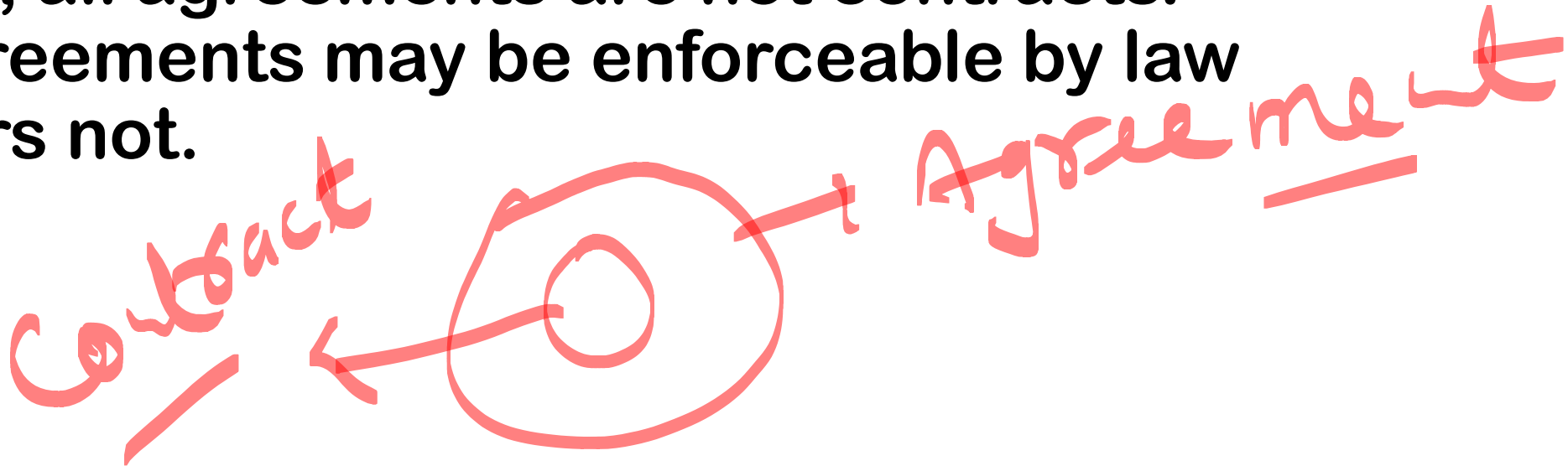
1872

AGREEMENT AND CONTRACT

Contract:

According to Section 2(h) of the Indian Contract Act(1872) 'an agreement enforceable by law is a contract'.

All agreements are not enforceable by law and, therefore, all agreements are not contracts. Some agreements may be enforceable by law and others not.



For example:

An agreement to sell a radio set may be a contract, but an agreement to go to see a movie may be a mere agreement not enforceable by law.

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Thus, all agreements are not contracts. Only those agreements which satisfy the essentials mentioned in Section 10 become contracts. However, all contracts are agreements.

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Agreement:

According to Section 2(e): 'Every promise and every set of promises forming the consideration for each other is an agreement'.

In an agreement, there is a promise from both sides.

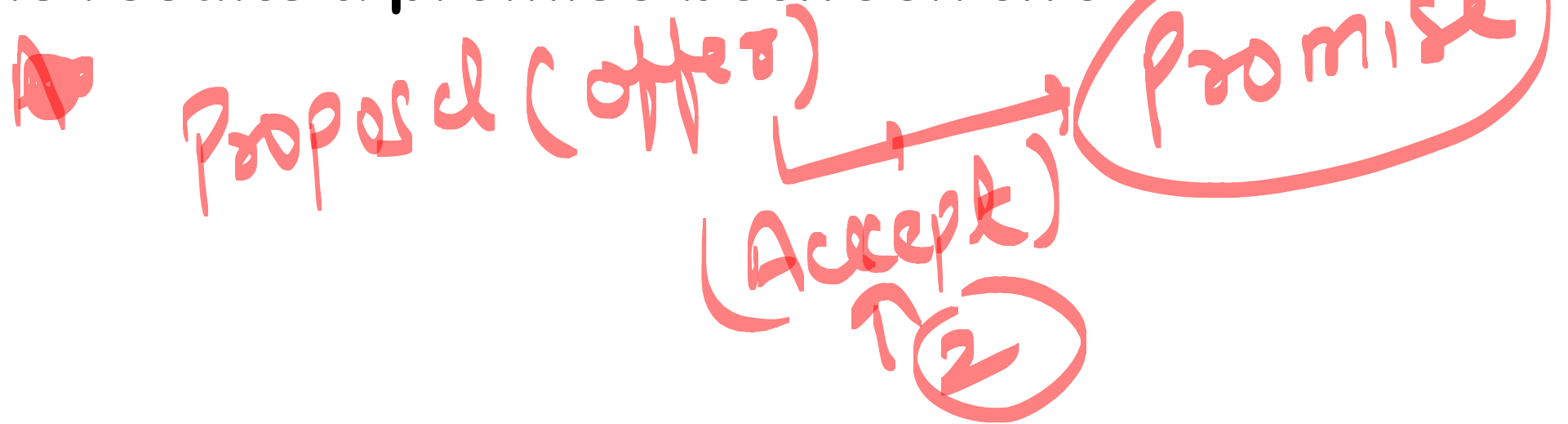
For example:

A promises to deliver his watch to B and in return B promises to pay a sum of 2,000 to A, there is said to be an agreement between A and B.

Contract

“A promise is a result of an offer (proposal) by one person and its acceptance by the other.”

For example, when A makes a proposal to sell his watch to B for ₹ 2,000 and B accepts his proposal, this results a promise between two persons.



Section 2(b) of the Act defines promise as under:

‘When the person to whom the proposal is made signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes a promise’.

Thus, when there is a proposal from one side and the acceptance of that proposal by the other side, it results in a promise.

This promise from the two parties to one another is known as an agreement.

It has been noted above that an agreement enforceable by law is a contract.

All such agreements which satisfy the conditions mentioned in Section 10 of the act are contracts.

Section 10 is as under:

‘All agreements are contracts if they are made by the free consent of parties competent to contract, for a lawful consideration and with a lawful object and are not hereby expressly declared to be void’.



What are the essentials needed for a valid contract?



Question No: 1

LEGAL PRINCIPLE:

The contract after death of one party can be continued if it is ratified by the surviving party.

Question No:

FACTUAL SITUATION:

Vishal, a famous artist was requested by Arun, an industrialist to draw the portrait of his deceased wife and paid ₹20,000/- in advance and agreed to pay when the work was completed, sum of ₹2 lakhs.

When the portrait was half drawn, Vishal died due to heart attack.

Question No:

His son also a fine artist completed his father's work and demanded the money from Arun.

Arun refused to pay and to accept the portrait drawn by Vishal's son and also demanded the advance to be returned

Question No:

✓ (a) Arun cannot demand the advance amount from the son of Vishal, because in normal cases the son is not responsible for the father's contractual obligation.

✓ (b) Son of Vishal cannot demand the rest of amount from Arun because Arun has not assigned him the work.]

(c) Arun can demand the rest of the amount

(d) Both (a) and (b)

Question No: 2

LEGAL PRINCIPLE:

The occupier of a premises owes a duty of care to all his invites and visitors.

FACTUAL SITUATION:

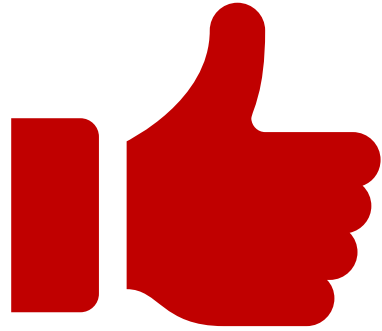
Laloo was running a dairy from his house. People used a part of his farm as a short cut to get to a nearby railway station. Laloo who did not approve of this, put up a notice that "Trespassers will be prosecuted".

However, since a number of these people were also his customers he tolerated them.

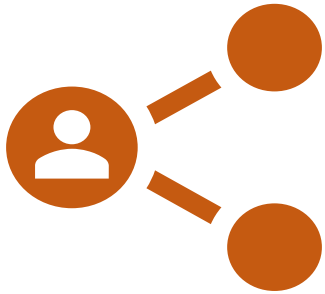
One day, a person who was using this short cut was attacked by a bull belonging to the farm. The injured person filed a suit against him.

DECISION:

- (a) Laloo is liable for having kept a bull on his farm.**
- (b) Laloo is not liable in view of the clear notice against trespassers.**
- (c) Laloo is liable because in fact he allowed the people to use his premises.**
- (d) Laloo is not liable to the people other than his customers.**



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