

# GOVT. WOMEN ENGINEERING COLLEGE, AJMER

## B.Tech. VIII Semester (ME)

### I Mid-term Assessment Test Model Question Paper

#### Laws for Engineers

Time: 1 hr.

Max. Marks: 20

**Attempt any four questions. First question is compulsory.**

- 1) Define the following (5M)
  - a) Sovereignty
  - b) Secularism
  - c) Contract
  - d) Cross Offer
  - e) Counter Offer
- 2) Write a short note on salient features of Constitution of India. (5M)
- 3) What are the Fundamental Duties of a citizen under Constitution of India? (5M)
- 4) Define the term offer. Discuss the essential requirement of a valid offer as per the Indian Contract Act, 1872.  
(5M)
- 5) Explain the term “Quasi contract” and state their characteristics. (5M).

## Answers:

**1). a). Sovereignty:** Sovereignty is the full right and power of a governing body over itself, without any interference from outside sources or bodies. In political theory, sovereignty is a substantive term designating supreme authority over some polity.

**b). Secularism:** Secularism means equal treatment of all religions by the state. Every individual is free to believe in, and practice, any religion he/ she belongs to, and State will not discriminate against any individual or group on the basis of religion.

**c). Contract:** An agreement enforceable by Law is a contract.

In an agreement every promise and set of promises forms the consideration for each other.

**d). Cross Offer:** When two parties exchange identical offers in ignorance at the time of each other's offer the offers are called cross offer.

**e). Counter Offer:** when the offeree give qualified acceptance of the offer subject to modified and variations in the terms of original offer. Counter offer amounts to rejection of the original offer.

## 2). Write a short note on salient features of Constitution of India.

The constitution of India is an elaborate document which is considered to be one of the lengthiest constitutions in the world. In spite of incorporating the features from other constitution, India included certain unique features of its own, which added to the length and complexity to it.

- i) **Parliamentary Democracy:** India has a parliamentary form of democracy. In a parliamentary democracy there is a close relationship between the legislature and the executive. In this form of democracy, the Head of the State is nominal. In India, the President is the Head of the State. Constitutionally the President enjoys numerous powers but in practice the Council of Ministers headed by the Prime Minister, which really exercises these powers. The President acts on the advice of the Prime Minister and the Council of Ministers.
- ii) **A combination of Federal and Unitary Government:** The Constitution of India, unlike the Constitution of the USA and Australia, embodies provisions relating to both union and state governments.

- iii) **Special Provisions for Certain Sections:** Special provisions are made for certain backward classes of people like SCs, STs, OBCs and minorities.
- iv) **Fundamental Rights, Fundamental Duties, and Directive Principles of State Policy:** The constitution embodies a list of fundamental rights, and a number of directive principles of state policy. The fundamental duties were incorporated in the constitution by the 42nd amendment.
- v) **Rigid and flexible at the same time:** The Indian Constitution is a unique example of combination of rigidity and flexibility. A constitution may be called rigid or flexible on the basis of its amending procedure. In a rigid constitution, amendment of the constitution is not easy.
- vi) **One of the longest written Constitution**
- vii) **Detailed provisions on distribution of Power:** Among the various parts of the government, detailed provisions with respect to the exercise of executive and administrative powers are laid down because the constitution makers were not sure about the strength of democracy then and its capacity to effectively regulate those powers.
- viii) **Independent and Integrated Judicial System:** The judiciary system is kept free from the influence of the executive and the legislature.
- ix) **Single Citizenship:** In a federal state, usually the citizens enjoys double citizenship as is the case in the USA. In India, there is only single citizenship. It means that every Indian is a citizen of India, irrespective of the place of his/her residence or place of birth.
- x) **Universal Adult Franchise:** Indian democracy functions on the basis of 'one person one vote'. Every citizen of India who is 18 years of age or above is entitled to vote in the elections; irrespective of caste, sex, race, religion or status.

### 3). What are the Fundamental Duties of a citizen under Constitution of India?

**Fundamental duties:** It shall be the duty of every citizen of India

(a) to abide by the Constitution and respect its ideals and institutions, the National Flag and the National Anthem.

(b) to cherish and follow the noble ideals which inspired our national struggle for freedom.

(c) to uphold and protect the sovereignty, unity and integrity of India.

(d) to defend the country and render national service when called upon to do so.

(e) to promote harmony and the spirit of common brotherhood amongst all the people of India transcending religious, linguistic and regional or sectional diversities; to renounce practices derogatory to the dignity of women.

(f) to value and preserve the rich heritage of our composite culture.

(g) to protect and improve the natural environment including forests, lakes, rivers and wild life, and to have compassion for living creatures.

(h) to develop the scientific temper, humanism and the spirit of inquiry and reform.

(i) to safeguard public property and to abjure violence.

(j) to strive towards excellence in all spheres of individual and collective activity so that the nation constantly rises to higher levels of endeavour and achievement.

(k) who is a parent or guardian to provide opportunities for education to his child or, as the case may be, ward between the age of six and fourteen years.

#### **4). Define the term offer. Discuss the essential requirement of a valid offer as per the Indian Contract Act, 1872.**

The word 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2 (a) of the Indian Contract Act, 1872 defines proposal or offer as follows:

When one person signifies to another his willingness to do or abstain from doing anything, with a view to obtain the assent of that other to such act he is said to make a proposal. An offer is the starting point in making of an agreement. An offer consists of two elements: (a) there is an expression of willingness by the offeror to do or abstain from doing something; (b) such expression of willingness is made to obtain the assent of the other person to such act or abstinence.

The person making the offer is known as offeror and the person to whom the offer is made is known as the offeree

### **Essential Requirements of a Valid Offer:**

- i) There should be an expression of willingness to do or to abstain from doing something.
- ii) It must be made to another person. There can be no 'proposal' by a person himself.
- iii) It must be made with a view to obtain the assent of that other to such act or abstinence.
- iv) The expression of willingness must be made with a view to create legal relations.

### **5). Explain the term "Quasi contract" and state their characteristics.**

The name 'Quasi Contracts' is given by the English Law to such transactions in which there is in fact no contract between the parties, but the rights and obligations are created similar to those created by a 'contract'.

For a contract there must be offer and acceptance, free consent, lawful consideration and object and such other elements described under Sec. 10 of the Indian Contract Act. But Quasi Contracts do not have such essential elements of a contract and, therefore, Indian Contract Act has now here used the term 'Quasi or Implied' Contracts'. Instead it has referred to "certain relations resembling those created by Contract" under Chapter V of the Act. Such relations are dealt with in the Contract Act under Sections 68-72.

- Quasi contractual right is a right in personam (right against a particular person).
- Quasi contracts are implied by law.
- Claim of necessities supplied to an incompetent person, supplier can recover the price from the property of such person.
- Right to recover money paid for another.
- Obligation of a person enjoying the benefit of non-gratuitous act.
- Responsibility of finder of goods.
- A person to whom money has been paid or anything delivered under coercion or by mistake must repay or return it.