

COURSES OF STUDIES

03

B. A. First Year : First Semester

C Model Curriculum

Paper I—Contract I (General Principle of Contract-Sections 1-75 and Specific Relief.

AND

The Paper consists of the Indian Contract Act. 1872. (Sections 1-75) and Specific Relief Act, 1963.

Objectives of the course

Every man in his day to day life from dawn to dusk makes a variety of contracts. Man's contract making activities increase with the increasing trade, commerce and industry. In a way living in a modern society would be impossible if the law did not recognise this contract making power of a person. This prompted Roscoe Pound to make his celebrated observation: "Wealth, in a commercial age, is made up largely of promises". In this sense India is also a "promissory" society.

The attachment and protection by the law of this contract making persons gives them a considerable leeway to strike best bargain for the contract making persons. In a way they are permitted to regulate and define their relations in a best possible manner they chose. However, the contours of contractual relations in a feudal, colonial and capitalist society of pre-independence India cannot necessarily be the same in an independent and developing Indian society. Whatever may be the nature of a given society, the contractual relations, as are obtained in that society, are governed by certain principles which are more or less of a general and basic nature. In India these general principles are statulised in the form of the Indian Contract Act 1972.

This course is designed to acquaint a student with the conceptual and operational parameters of these various general principles of contractual relations.

Specific enforcement of contract is an important aspect of the the law of contracts. Analysis of the kinds of contracts that can be specifically enforced and the methods of enforcement forms a significant segment of this study.

The following syllabus prepared with this perspective will comprise of about 84 Units of one-hour duration.

Syllabus

Cases—

- (a) Carlill Vs. Carbolic Smoke Ball Co. (1893-1-Q. B. 256 (Acceptance of general offer).
- (b) Mohri bibee Vs. Dharmodas Ghosh (1903-30-I.A. 114) (Agreement by a Minor).
- (c) Mussourie Bank Ltd. Vs. Allert Charles Aynor (ILR 4 All. 500) (Specific-Relief).
- (d) Satya Brat Ghose Vs. Mugnee Ram Bangur (AIR 1954 SC 44) (Doctrine of Impossibility).
- (e) M/s Hind Construction Contractors Vs. State of Maharashtra (1979-2-SCC 70) (Time is Essence of Contract).

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- 1.3. Proposal and 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 - nudum pactum - privity of contract and of consideration- its exceptions- 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 cases 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-suppressio veri - when does silence amount 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.

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- 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:

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- 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**

~~units 10~~

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**

~~units 10~~

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**

~~units 6~~

5. **Strategies and constraints to enforce contractual obligations**

~~units 8~~

- 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 settling contractual disputes
 - 5.3.1. Court fees, service of summons, injunctions, delay.

6. **Specific relief Units 10**

- 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

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- 6.3.2. Perpetual
- 6.4. Declaratory orders
- 6.5. Discretion and powers of court

Select bibliography

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, Lucknow

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 of Specific Relief* (1998), Universal

Anson, *Law of Contract* (1998), Universal

Dutt on Contract (2000), Universal

Anand and Aiyer, *Law of Specific Relief* (1999), Universal

Paper 2—Contract-II (Indian Contract Act, Sale of Goods Act, Indian Partnership Act and other Special Contracts)

The paper consists of Indian Contract Act, 1872 (Section 124 to 238) Sale of Goods Act, 1930 and Indian Partnership Act, 1932.

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PARTNERSHIP (CONTRACTS)

Objectives of the course

This course is to be taught after the students have been made familiar with the general principles of contract in which the emphasis is on understanding and appreciating the basic essentials of a valid contract and on the existence of contractual relationship in various instances. Obviously, a course on special contracts should initiate the students to different kinds of contracts with emphasis on the intricacies therein. This course also should provide an insight into the justification for special statutory provisions for certain kinds of contracts.

The paper comprises of about 84 units of one hour duration.

Syllabus

~~units-8~~

~~Courses of Studies~~

Cases--

- (a) I. D. Corpn. of Maharashtra Vs. Nagpur Steel & Alloy (AIR 1992 Bom. 55) (Breach of condition into breach of warranty).
- (b) Pratibha Rani Vs. Suraj Kumar (AIR 1985 SC 1628) (Essentials of Partnership).
- (c) Loonkaran Sethia Vs. Ivan E. John (AIR 1977 SC 338) (Registration of Firms).
- (d) Songaner Dal & Flour Mills Vs. FCI (AIR 1992 SC 481) (Implied Authority of Partners).

- 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.

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2. Guarantee

- 2.1. The concept.
- 2.2. Definition of guarantee: as distinguished from indemnity.
- 2.3. Basic essentials 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 principal 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.

~~units-6~~

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. Rights 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

~~units 4~~

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 regulations(State & Centre)regarding pledge, reasons for the same

4.5. Rights of the pawner and pawnee.

4.5.1. Pawnee'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

~~units 10~~

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

- (11)
- 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

~~units-22~~

- 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 Goods 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 goods: various rules regarding delivery of goods.
- 6.11. Unpaid seller and his rights
- 6.1.2. Remedies for breach of contract

7. Partnership

~~units-20~~

- 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.

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- 7.7. Registration of Partnership
- 7.8. Dissolution of Partnership

8. Negotiable Instruments

~~units 12~~

- 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.

R.K.Abhichandani (ed.), *Pollock and Mulla on Contracts and Specific Relief Acts* (1999) Tripathi, Bombay

Avtar Singh, *Contract Act* (2000), Eastern, Lucknow.

Krishnan Nair, *Law of Contract*, (1999) Orient

Avtar Singh, *Principles of the Law of Sale of Goods and Hire Purchase* (1998), Eastern, Lucknow

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.

Bhashyam and Adiga, *The Negotiable Instruments Act* (1995), Bharath, Allahabad

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

Beatson (ed.), *Ansons' Law of Contract*, (1998), Oxford, London

Saharay, h.k., *Indian Partnership and Sale of Goods Act* (2000), Universal

Ramnainga, *The Sales of Goods Act* (1998), Universal

Paper 3 - Law of Torts and consumer protection Laws.

The Paper consists of Law of Torts and consumer protection Act, 1986.

Law

BCI-C-04 TORT AND CONSUMER PROTECTION LAWS

Objectives of the course

With rapid industrialization, tort action came to be used against manufacturers and industrial units for products injurious to human beings. Presently, the emphasis is on extending the principles not only to acts, which are harmful, but also to failure to comply with standards that are continuously changing due to advancement in science and technology. Product liability is now assuming a new dimension in developed economics.

In the modern era of consumer concern of goods and services, the law of torts has an added significance with this forage into the emerging law of consumer protection. It operates in disputes relating to the quality of goods supplied and services rendered and in those areas relating to damage suffered by consumers. The law relating to consumer protection, lying scattered in myriad provisions of various legislation and judicial decisions in India, so connected with the human rights for a healthy life and environment, has now a core subject to be taught as an indispensable part of a socially relevant curriculum.

The BCI proposed a combination of laws of torts and consumer protection as a single paper. The following syllabus is prepared with this perspective.

The following syllabus prepared with this perspective will comprise of about 84 units of one hour duration.

Syllabus

Cases—

- (a) Municipal Corporation of Delhi Vs. Sohagwanti (AIR 1966 SC 1750) (Res Ipsa Loquitur). ~~units-1~~
- (b) State of Rajasthan Vs. Vidyavati (AIR 1962 SC 933) (Vicarious Liability of the State). case
- (c) Smt. Shiv Kaur Mota Singh Vs. Ram Naresh Munshi Singh (AIR 1978 Gujarat 115) Negligence & Vicarious liability). - uncodified character-
- (d) Girja Prasad Sharma Vs. Uma Shanker Pathak (AIR 1973 M. 1. 79) (Malicious Prosecution).
- (e) Manjulaben Parmar Vs. LIC (CPJ 1992 NC 101). ~~units-2~~

2.1. A wrongful act- violation of duty imposed by law, duty which is owed to people generally (in rem) - damnum sine injuria and injuria sine damnum.

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- 1.11. Tort distinguished from crime and breach of contract
- 1.12. The concept of unliquidated damages.
- 1.13. Changing scope of law of torts : expanding character of duties owed to people generally due to complexities of modern society.
- 1.14. Objects- prescribing standards of human conduct, redressal of wrongs by payment of compensation, proscribing unlawful conduct by injunction.

~~units 2~~

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

~~units 2~~

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

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- 5. Extinguishment of liability in certain situations ~~units-2~~
 - 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 ~~units-2~~
 - 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 ~~units-2~~

- 8. Vicarious Liability ~~units-3~~
 - 8.1. Basis, scope and justification
 - 8.1.1. Express authorization
 - 8.1.1.1. Ratification
 - 8.1.2. 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 ~~units-7~~
 - 9.1. Assault, battery, mayhem
 - 9.2. False imprisonment

- 9.3. Defamation- libel, slander including law relating to privileged
- 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 affecting property

~~units 3~~

- 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

~~units 6~~

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

~~units 2~~

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

~~units 2~~

13. Absolute/Strict liability

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

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~~units 2~~**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~~units 2~~

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~~units 2~~

16.1. General Perspectives

16.2. Statutory and government services: to be included or not?

16.2. Definition and scope: the Consumer Protection Act 1986 (CPA)

16.3.1. Who is not a consumer?

17. Unfair Trade Practices~~units 2~~

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.

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~~units 12~~

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

~~Units 3~~

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.

~~units 5~~

20. Consumer Safety

- 20.1. Storing, distribution and handling of unsafe and hazardous products.
- 20.2. Insecticides and pesticides and other poisonous substances

~~units 10~~

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. Lawyering services: duty-towards-court and duty-to-client dilemma, break of confidentiality - negligence and misconduct.

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- 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

~~units 5~~

23. Enforcement of consumer rights

- 23.1. Consumer fora 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

~~units 5~~

Select bibliography

Salmond and Heuston - *On the Law of Torts* (2000) Universal, Delhi.

D.D.Basu, *The Law of Torts* (1982), Kamal, Calcutta.

D.M.Gandhi, *Law of Tort* (1987), Eastern, Lucknow

P.S.Achuthan Pillai, *The law of Tort* (1994) Eastern, Lucknow

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Saraf. D.N., *Law of Consumer Protection in India* (1995), Tripathi, Bombay

Avtar Singh, *The Law of Consumer Protection: Principles and Practice* (2000), Eastern Book Co., Lucknow

J.N.Barowalia, *Commentary on Consumer Protection Act 1986* (2000), Universal, Delhi.

P.K.Majundar, *The Law of Consumer Protection In India* (1998), Orient Publishing Co. New Delhi.

R.M. Vats, *Consumer and the Law* (1994), Universal, Delhi

The Paper consists of the Indian Penal Code, 1860.

~~BCI-C-07~~ LAW OF CRIMES

Objectives of the course

The Indian society has changed very rapidly since Independence. A proper understanding of crimes, methods of controlling them and the socio-economic and political reasons for their existence is now extremely important in the larger context of India's development, if students are to use their knowledge and skills to build a just and humane society. The curriculum outlined here attempts to bring in these new perspectives.

The following syllabus will comprise of about 84 Units of one hour duration.

Syllabus

Cases—

- (a) *Yogendra Morargi Vs. State of Gujrat* (AIR 1980 SC 660). (Right of private defence of body).
- (b) *Kulwantrai Vs. State of Punjab* (AIR 1982 SC 126) (Culpable homicide not amounting to murder).
- (c) *Paras Ram Vs. State of Punjab* (1981-2-SCC 508) (Act of a person of unsoundmind).
- (d) *Rex Vs. Govinda* (ILR-1-BOM 342) (Culpable homicide).
- (e) *K.M. Nanavati Vs. State of Maharashtra* (AIR 1962 SC 605) (Grave and sudden provocation).

~~units 10~~

Muslim and tribal law.

- 1.3. State's responsibility to detect, control and punish crime.
- 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

~~units 5~~

- 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

~~units 10~~

- 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 a crime units 6

- 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