



FEDERAL PUBLIC SERVICE COMMISSION
COMPETITIVE EXAMINATION FOR
RECRUITMENT TO POSTS IN BPS-17 UNDER
THE FEDERAL GOVERNMENT, 2009

LAW, PAPER-I

S.No.	
R.No.	

TIME ALLOWED:	(PART-I) 30 MINUTES	MAXIMUM MARKS:20
	(PART-II) 2 HOURS & 30 MINUTES	MAXIMUM MARKS:80

- NOTE:** (i) First attempt **PART-I (MCQ)** on separate **Answer Sheet** which shall be taken back after **30 minutes**.
(ii) **Overwriting/cutting of the options/answers will not be given credit.**

PART – I (MCQ)
(COMPULSORY)

- Q.1. Select the best option/answer and fill in the appropriate box on the Answer Sheet. (20)**
- (i) “Mesne Profits” of property means the profits:
(a) received by a mortgagee from the mortgaged property
(b) received by the person in wrongful possession from the property wrongfully possessed by him
(c) received by a bailee during the period the property was in his possession under the contract of bailment
(d) None of these
- (ii) A suit for the recovery of an immovable property should be filed in the court within local limits of whose jurisdiction the:
(a) plaintiff resides (b) cause of action has arisen
(c) defendant resides (d) None of these
- (iii) A filed a suit against B for the recovery of price of the cow he sold to B. In reaction to such suit B filed a suit against A for the recovery of the price of the cow he paid to A. The B’s suit can be termed as:
(a) Interpleader suit (b) Counter Claim
(c) Set-off (d) None of these
- (iv) A minor can sue through his:
(a) Guardian (b) Next Friend
(c) Guardian ad litem (d) None of these
- (v) Which of the following modes of execution of a decree for restitution of conjugal rights is not lawful:
(a) attachment of immovable property (b) attachment movable property
(c) forcibly taking the wife to her husband’s house (d) None of these
- (vi) A suit for compensation for wrongs to movable property should be filed in the court within the local limits of whose jurisdiction:
(a) the wrong was done (b) the defendant resides
(c) either (a) or (b) (d) None of these
- (vii) A minor can be sued through his:
(a) Guardian (b) Next Friend
(c) Guardian ad litem (d) None of these
- (viii) Jamal, a 17 years old millionaire and thus a minor under the law, agrees to buy Bilal’s house for “a reasonable price.” They reduce the agreement to writing and both sign. Bilal and Jamal have:
(a) a valid contract (b) a voidable contract
(c) no contract (d) None of these
- (ix) Salim, a 14 years old, offers to cut Shahid’s grass for Rs.400/-. Shahid replies “If you include some hedge trimming I accept.” Salim walks away. Shahid then says, “never mind, I accept for Rs.400/-.” Salim keeps walking. There is:
(a) an oral contract at Rs. 400/- (b) a voidable contract
(c) an offer from Shahid (d) None of these
- (x) Salman states to Jamal who is only 16 years old “I would not sell my car for less than Rs.5,000/-.” Jamal says, “I accept.” Under the Contract Act:
(a) there is an offer and acceptance and thus a valid contract
(b) the contract is voidable on the option of Jamal
(c) there is no contract (d) None of these

- (xi) Noman offers to sell his car to Sardar for Rs.200,000/-. Sardar says “*Is that negotiable*” Noman says “*No.*” Sardar then says, “*Well, I’ll take it for Rs. 200,000/-.*” What has happened?
 - (a) Sardar has accepted Noman’s offer
 - (b) Sardar has made a new offer
 - (c) Sardar has rejected Noman’s offer under the mirror image rule
 - (d) None of these
- (xii) A and B are negotiating over the price of a used car. A tells B that he can purchase the car for Rs.400,000/-. B tells A that “*I agree if you replace the tyres.*” Which of the following statements is correct?
 - (a) B’s acceptance is qualified and incomplete
 - (b) B has made a counter offer
 - (c) B has made A conditional acceptance
 - (d) None of these
- (xiii) When an offer can only be accepted by the performance of the person to whom the offer is made, is characteristic of:
 - (a) bilateral contracts
 - (b) quasi contracts
 - (c) implied contracts
 - (d) None of these
- (xiv) Kala Khan offers to sell Baboo Bashir his motorcycle at some time in the future. Baboo Bashir accepts. Is there a valid contract?
 - (a) probably not, the terms are not definite
 - (b) Probably so
 - (c) definitely not because the acceptance was invalid
 - (d) None of these
- (xv) In a tort which is actionable *per se* the plaintiff has to prove:
 - (a) the commission of the tortious act as well as resulting damage
 - (b) the commission of the tortious act only
 - (c) the commission of the tortious act resulting damage and ill-will on the part of the defendant
 - (d) None of these
- (xvi) *Injuria Sine Damnum* means:
 - (a) damage without infringement of a legal right
 - (b) Infringement of a legal right only
 - (c) Infringement of a legal right without any damage
 - (d) None of these
- (xvii) Publication of a verbal defamatory statement necessitates that it should have been:
 - (a) repeated in a gathering of 10%
 - (b) published in a national news paper
 - (c) known to a third person
 - (d) None of these
- (xviii) Under the rule of Vicarious Liability:
 - (a) a company is liable for the wrongful acts of its directors
 - (b) only a master is liable for the wrongful acts of his servant
 - (c) both A & B
 - (d) None of these
- (xix) Which of the following is not a remedy in an action for tort?
 - (a) Injunction
 - (b) fine
 - (c) damage
 - (d) None of these
- (xx) A right *in personum* is the right which is?
 - (a) available against the world at large
 - (b) not available against a particular individual
 - (c) not the creation of a contract
 - (d) None of these

PART – II

NOTE:	<ul style="list-style-type: none"> (i) PART-II is to be attempted on the separate Answer Book. (ii) Attempt ONLY FIVE questions from PART-II selecting at least ONE question from EACH SECTION. All questions carry EQUAL marks. (iii) Extra attempt of any question or any part of the attempted question will not be considered.
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SECTION – I (The Code of Civil Procedure)

- Q.2.** In which of the following circumstances a High Court cannot call for the record of a case for Revision, which has been decided by a subordinate court? **(16)**
- (a) Where the subordinate court has failed to exercise a jurisdiction vested in it?
 - (b) Where the subordinate court has exercised a jurisdiction not vested in it?
 - (c) Where the subordinate court has exercised a jurisdiction not vested in it and one of the parties to that case who has a right of appeal has failed to prefer an appeal?
 - (d) Where the subordinate court has acted in the exercise of a jurisdiction vested in it illegally or with material irregularity?

Which of the above statements is correct? Support your choice with arguments and state the relevant principal of law.

- Q.3.** Discuss and differentiate between *res judicata* and unilateral *res-subjudice* by giving examples. **(16)**

- Q.4. Which of the following of a ground for appeal to the High Court from a decree passed by a District Court?
- (a) the decision of the District Court being contrary to the procedure provided by the Code of Civil Procedure (II of 1962);
 - (b) the District Court having exercised a jurisdiction not vested in it;
 - (c) the decision of the District Court being contrary to the procedure provided by the Code of Civil Procedure (V of 1908);
 - (d) All of the above.

Which of the above statements is correct? Support your choice with arguments and state the relevant principal of law.

SECTION – II (The Contract Act)

- Q.5. One evening while shifting through your “junk mail”, you see an advertisement in a catalogue distributed by the local computer store advertising a pocket PC that you wish to buy. The PC usually sells for Rs.30,000/-, but the catalogue price is Rs.20,000/-. Next morning you go to the store with Rs.20,000/- to buy the PC, where you are told that the price in the catalogue is wrong, but you can buy it for Rs.30,000/-. Can not you insist to buy the PC for Rs.20,000/-? **Why or why not? Discuss in detail by referring to the relevant provisions of law.** (16)
- Q.6. Discuss and differentiate between bilateral and unilateral contract by giving examples. (16)
- Q.7. At a meeting of coin collectors, Sulman offers his entire coin collection to Bilal for Rs.25,000/-. Bilal, a more wise collector than Salman, knows that the collection is really worth about Rs.40,000/-. The next day, Bilal posts a letter to Salman accepting the offer, enclosing a Bank cheque for Rs.25,000/-. That evening, Bilal received a phone call from Sulman, saying that the offer to sell the collection for Rs.25,000/- was withdrawn. Bilal replied “You cannot revoke your offer! I have already accepted it. I posted you a Bank cheque Rs.25,000/- at 2 o’clock this afternoon.” Salman then told Bilal that he had already sold the collection to another collector for Rs.30,000/-. **Can Bilal sue Slaman? Why or why not? Discuss in detail by referring to the relevant provisions of law.** (16)

SECTION – III (Law of Torts)

- Q.8. The “Sach Khabrain” is a programme of political comment and news produced by National Cables, a private television company that broadcasts weekly. Last week’s programme included a feature on Raja Farman an MPA of *Lunda Mastan*, a rural constituency in the west of Punjab. The feature consisted of a short ‘news-item’ read by a presenter as follows:

“And now startling news of Raja Farman MPA! Lunda Mastan police have confirmed that they have interviewed Raja Farman in connection with allegations of un-lawful stocking of wheat on his farm. Raja Farman was last night unavailable for comment”

Global Cables have now received a letter from Raja Farman’s lawyer stating that he intends to bring an action for defamation. The letter points out that while the police had indeed interviewed Raja Farman in connection with an un-lawful stocking of wheat on his farm, the subject of the investigation had been one of Raja Farman’s employees, not the MPA himself, and no charges had been brought.

Advise those responsible for the broadcast. (16)

- Q.9. Discuss and differentiate between torts actionable *per se* and torts which are not actionable *per se* by giving examples? (16)
- Q.10. Dildar is trying to sell mobile phones and offers a free gift for those who attend his presentations. Shamshad and Noshad decide to go to attend the presentation. The invitation to the show states that ‘all guests are respectfully required to remain in the seminar room for the entire presentation’. Half way through the show Shamshad tries to leave the room but is told that he cannot leave until the end. Noshad is happy with the show but is offended when he later learns that he could not have left if he had wanted to.
- Meanwhile Dildar jokingly slaps Shamshad on the shoulder telling him that he really will enjoy himself if he stays. Shamshad calls Dildar a corrupt cheat and laughs towards him. Dildar retaliates by hitting Shamshad and then locking him in a storeroom until the end of the show.
- On being released Shamshad grabs his free gift (which has his name on it) but Dildar grabs it back saying that Shamshad cannot have it until he apologizes.

Discuss the liabilities of Dildar and Shamshad.
