

NATIONAL LAW UNIVERSITY JODHPUR
LEGAL LANGUAGE & ART OF ADVOCACY
WINTER SEMESTER 2024
UNDERGRADUATE II SEMESTER
END TERM EXAMINATION

Max. Marks- 100

Time- 3 hours

Instructions:

1. Attempt any 5 questions
2. Follow the examination protocol
3. Adhere to the word limit wherever specified

Q1. Differentiate between the following legal terms with the help of examples:

- a. Factum probandum and facta probantia
- b. Ambiguitas latens and ambiguitas patens
- c. Locus standi and locus in quo
- d. Persona non grata and extradition

(4*5= 20 marks)

Q2. Compare and contrast the usage and ambit of the following legal maxims bringing out their meaning, applicability and exceptions:

- a. Id quod nostrum est, sine facto nostro ad alium transferi non potest
- b. Rex non potest peccare

(20 marks)

Q3. Col. S.J. Sharma owned property No. 20-A, M.G. Road, Bangalore, viz. a freehold plot of land measuring 4300 sq. yds. He entered into an agreement dated 23.4.2021 with a builder Pride Constructions according to which 74% of the total saleable space in the residential building was allocated to the builder by the owner, in each floor/basement of the building. The builder, in consideration of the contract, was to develop, construct and build the residential building and do all acts, deeds and things and undertake the obligations contained in the agreement on the 74%. 26% of the total saleable space in the said residential building was to remain with the owner. The builder started construction on the property on the basis of the agreement with the owner.

In 2023, the owner alleged that the builder made several departures from the sanctioned plan. These alleged breaches included construction of ten vertical dwelling units, each with basement, ground, first and second floor. This was as against the originally sanctioned plan of ten horizontal. The second breach alleged was that substantial construction deviated from the sanctioned plan. The pace of construction too, was slow and contrary to the three-year period for completion allowed; it stopped in 2023. The architects were also changed without the owner's consent. It was alleged that the builder diverted funds for other investments.

On these allegations, the owner wants to institute a suit for declaring that the 2021 agreement stands cancelled and the resultant acts be declared inoperative and void, also that the builder's agreement was vitiated by fraud and misrepresentation, and not binding. Draft a plaint for Col. Sharma. Invent details wherever necessary.

(20 marks)



Q4. *To Kill a Mockingbird* has been regarded as a cult classic in American literature by many but others also regard it now as period piece since much water has flown under the bridge with reference to the thematic crux of the text i.e. racial equality before law. Based on your reading of the text and analysis of the contemporary legal scenario, decide upon the positioning of the text in the contemporary world.

(500 words) (20 marks)

Q5. Discuss the *ratio decidendi* and *obiter dicta* in the verdict delivered by the judge against William Falder in John Galsworthy's *Justice*.

(500 words) (20 marks)

Q6. George Orwell's *Animal Farm* elucidates Lord Acton's famous "Power corrupts and absolute power corrupts absolutely." Discuss the statement with the help of evidence from the text.

(500 words) (20 marks)