



BRAINWARE UNIVERSITY

Term End Examination 2020 - 21

Programme – Bachelor of Business Administration & Bachelor of Law

Course Name – Law of Torts including Consumer Protection Act & Motor Vehicles Act

Course Code - BBALLB303

Semester / Year - Semester III

Time allotted : 75 Minutes

Full Marks : 60

[The figure in the margin indicates full marks. Candidates are required to give their answers in their own words as far as practicable.]

Group-A

(Multiple Choice Type Question)

1 x 60=60

1. (Answer any Sixty)

(i) The term “tort” is _____ in origin.

- | | |
|-----------|-------------------|
| a) Greek | b) Indian |
| c) French | d) None of these. |

(ii) The word “tort” originated from the Latin word _____.

- | | |
|------------------------------|-------------------|
| a) “torte” | b) “tortum” |
| c) Both “torte” and “tortum” | d) None of these. |

(iii) Violation of a duty not to injure the reputation of someone else’ results in the tort of _____.

- | | |
|---------------|------------------|
| a) Trespass | b) defamation |
| c) negligence | d) all of these. |

(iv) _____ is a civil wrong for which the remedy is a common law action for unliquidated damages.

- | | |
|-----------------------------------|------------------|
| a) Tort | b) contract |
| c) both options Tort and contract | d) none of these |

(v) Tort is _____ by an action for unliquidated damages.

- | | |
|----------------|--------------|
| a) Redressible | b) overruled |
|----------------|--------------|

c) claimed

d) reversed

(vi) “A tort is an infringement of the private rights belonging to an individual.”

a) The statement is true.

b) The statement is false.

c) A tort is not an infringement.

d) None of these

(vii) The word tort is derived from Latin word “tortum” which means-

a) To twist

b) To check

c) To know

d) To learn

(viii) The law of torts is based on-

a) Indian Penal Code

b) Separate Statute

c) Judicial Decision

d) Civil Procedure Code

(ix) Tort is a _____ injury.

a) Public

b) Private

c) Special

d) Specific

(x) A, a father sent his minor son B for a work and handed over his cart and horse to B. B negligently drove the horse van and caused injury to C. Who is liable in this case?

a) A is liable.

b) B is liable.

c) Neither A nor B.

d) A and B both are liable.

(xi) What are the exceptions to the rule of vicarious liability or when the master is not liable for servant’s tort?

a) When he temporarily lends his servant to another person

b) When he has been obliged by law to employ a particular person

c) Negligence of a servant and/or acts outside the course of employment

d) all of these.

(xii) Ashby vs White is a landmark case related to which maxim from the following:

- a) Damnum sine injuria
- b) Injuria sine damnum
- c) Both Damnum sine injuria and Injuria sine damnum
- d) None of these.

(xiii) The rule of vicarious liability is based on Maxim-

- a) Damnum Sine Injuria
- b) Ubi jus ibi remedium
- c) Injuria Sine Damnum
- d) Respondent superior

(xiv) Volenti non fit injuria does not apply to-

- a) Rescue cases
- b) Private defence
- c) Accident
- d) Negligence

(xv) The following is a good defence in an action for tort-

- a) Act of god
- b) Negligence
- c) Both options Act of god and Negligence
- d) None of these.

(xvi) _____ are jointly and severally responsible for the whole damage.

- a) Wrongdoers
- b) Agents
- c) Servants
- d) Joint wrongdoers

(xvii) The least touching of a man in anger is-

- a) Nuisance
- b) Battery
- c) Criminal force
- d) None of these

(xviii) _____ is a strict liability case.

- a) Ryland vs Fletcher
- b) Hart vs Fuller
- c) Rylands vs Tommy
- d) Fletcher vs Cardozo

(xix) _____ maxim forms the very foundation of the law of tort.

- a) Damnum sine injuria
- b) Injuria sine damnum
- c) Ubi jus ibi remedium
- d) None of these.

(xx) Municipal Board of Agra v Ashrfi Lal is a leading case of _____ (maxim).

- a) Damnum sine injuria
- b) Injuria sine damnum
- c) Both Damnum sine injuria and Injuria sine damnum
- d) None of these

(xxi) Consent defines as

- a) Given by words
- b) Given by conduct
- c) Both (Given by words) and (Given by conduct)
- d) None of these

(xxii) In tort the victim files an action for _____.

- a) compensation
- b) Rights
- c) Duties
- d) None of these

(xxiii) Vis Major is an _____.

- a) Duty
- b) Act of God
- c) Right
- d) Compensation

(xxiv) Injuria sine damnum stands for

- a) Injury with damage
- b) Injury without damage
- c) Wrongful act
- d) Actionable claim

(xxv) A tort results from the breach of such duties which are not undertaken by the parties themselves but which are imposed by _____.

- a) Regulations
- b) rules
- c) bye-laws
- d) law

(xxvi) A duty of care is generally NOT owed to:

- a) A rescuer, unless the defendant negligently put herself or a third person in peril.
- b) A viable fetus.
- c) A third party for whose economic benefit a legal or business transaction is made.
- d) A discovered trespasser.

(xxvii) A child is required to conform to a higher standard of care than that of a child of like age, education, intelligence, and experience when the child:

- a) Engages in an activity that is dangerous.
- b) Is trespassing at the location of an attractive nuisance.
- c) Has an affirmative duty to act.
- d) Engages in an activity that is normally one in which only adults engage.

(xxviii) Law of the contract is different from the law of tort in which way...?

- a) It is actionable in both the civil and criminal courts'
- b) Tort is made up predominantly of statute law
- c) Contracts are always written
- d) It generally concerns a relationship between two parties only

(xxix) Which of the following is not a part of the three main types of torts?

- a) Unintentional torts
- b) Intentional torts
- c) Negligence
- d) Strict liability (product liability)

(xxx) What is another word for tort?

- a) crime
- b) error
- c) murder
- d) Evil

(xxxi) What is called a right which is available against the whole world?

- a) A right in law
- b) A right in rem
- c) A right in court
- d) A right in wrong

(xxxii) The word “unliquidated” means _____.

- a) Not a “predetermined and inelastic” sum
- b) A “predetermined and inelastic” sum
- c) A “determined and elastic” sum
- d) A “predetermined and elastic” sum

(xxxiii) If one person punches another person in the nose, it might be an intentional tort called

- a) Crime
- b) Offence
- c) Battery
- d) Illegal

(xxxiv) X digs a pit on the public road. Y and Z fall into it. X is liable to-

- a) Y
- b) Z
- c) Both Y and Z
- d) None of them

(xxxv) What is meant by the term ‘actionable per se’?

- a) Actionable only in the civil courts
- b) A tort of strict liability
- c) Actionable at the instance of the injured party only
- d) Actionable without proof of damage

(xxxvi) Which of the following is not a consideration when deciding if an offence is one of strict liability?

- a) The presumption of mens rea.
- b) The deterrent effect making the offence one of strict liability would have
- c) Whether the offence is truly criminal or regulatory
- d) Whether D could be said to have caused the consequence or not

(xxxvii) Which of the following statements about absolute liability is FALSE?

- a) Absolute liability is a form of strict liability
- b) Absolute liability offences require proof of a voluntary act
- c) Absolute liability does not require proof of mens rea
- d) Absolute liability offences are also known as "state of affairs" crimes

(xxxviii) Which of the following is not an element of the tort of false

imprisonment?

- a) Complete restraint
- b) Detention
- c) Unlawfulness
- d) Malicious intent

(xxxix) Which of the following does not count as land for the purposes of trespass to land?

- a) The surface of the land
- b) Any building erected on the land
- c) The airspace beyond the land to an unlimited height
- d) All of these

(xl) Which of the following could not sue in trespass to land?

- a) The owner of the land
- b) A lodger in an action against his landlord
- c) A person in possession of the land with a superior right to the defendant
- d) A tenant in an action against the freehold owner of the land

(xli) Which are the classes of remedies for torts?

- a) Judicial remedies and extra-judicial remedies
- b) Ordinary remedies and substantive remedies.
- c) Exemplary remedies and punitive remedies
- d) None of these.

(xlii) What is meant by the expression 'Measure for Damages'?

- a) It is a determination of money as a compensation for loss or harm caused by a defendant to a plaintiff.
- b) It is determination of money as a compensation for the defendant's breach of duty to the plaintiff.
- c) It is a damages measured by fair compensation, not punishment.
- d) All of these.

(xliii) An accident which could not have been avoided by the use of reasonable care and caution is known as-

- a) Absolute liability
- b) Negligence
- c) Inevitable accident
- d) None of these

(xliv) Money that the court orders the defendant to pay is called

- a) remuneration
- b) compensations
- c) damages
- d) honorarium

(xlv) The term “mediation” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(21)
- b) Section 2(23)
- c) Section 2(25)
- d) Section 2(27)

(xlvi) The term “product liability” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(32)
- b) Section 2(34)
- c) Section 2(36)
- d) Section 2(38)

(xlvii) The term “State Commission” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(41)
- b) Section 2(42)
- c) Section 2(43)
- d) Section 2(44)

(xlviii) Consumer Protection Act is applicable to

- a) Immovable goods
- b) Movable goods
- c) Services
- d) All goods and services

(xlix) According to section 1(2) of the Consumer Protection Act, 2019, the Act extends to-

- a) The whole of India
- b) The whole of India except the state of J&K
- c) The whole of India except the state of Nagaland
- d) The whole of India except the state of Goa

(l) The term “direct selling” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(10)
- c) Section 2(13)

- b) Section 2(11)
- d) Section 2(14)

(li) The term “defect” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(10)
- c) Section 2(12)

- b) Section 2(11)
- d) Section 2(13)

(lii) The term “e-commerce” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(10)
- c) Section 2(14)

- b) Section 2(12)
- d) Section 2(16)

(liii) The term “electronic service provider” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(16)
- c) Section 2(18)

- b) Section 2(17)
- d) Section 2(19)

(liv) The term “endorsement” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(16)
- c) Section 2(18)

- b) Section 2(17)
- d) Section 2(19)

(lv) The term “express warranty” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(16)
- c) Section 2(19)

- b) Section 2(18)
- d) Section 2(20)

(lvi) The term “goods” is defined under _____ of the Consumer Protection Act, 2019

- a) Section 2(16)
- c) Section 2(12)

- b) Section 2(18)
- d) Section 2(21)

(lvii) Insurance helps to

- a) Prevent adverse situations from occurring
- b) Reduce the financial consequences of adverse situations
- c) Make assets continuously productive
- d) All of these

(lviii) The term 'Risk' includes

- a) Damage to machinery and property
- b) Impact on the health or life of a person
- c) Leakage of toxic products into the atmosphere
- d) All of these

(lix) The main purpose of having life insurance is

- a) As an avenue for long-term investment
- b) As a medium for getting income tax benefits from savings
- c) As an avenue for short-term benefit
- d) None of these

(lx)may be described as a social device to reduce or eliminate risk of loss to life and property.

- a) Investment
- b) Saving
- c) Insurance
- d) Loss