

# NATIONAL LAW UNIVERSITY, DELHI

## B.A.LL.B.(HONS.), V YEAR, X SEMESTER (Batch 2012) Repeat/Improvement Examinations, June-2017

### Paper 10.1: Law of Insurance

Time: 3.00 Hours

Total Marks: 70

#### Instructions:

1. Read the questions carefully and answer.
2. No clarification shall be sought on the question paper.
3. Do not write anything on the Question Paper except your Roll No.
4. **Printed material and handwritten notes are allowed. No Xerox material will be allowed.**

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- Q.1 Distinguish between: (2X10=20 Marks)
- a) Insurance by Cover Note and Coupon Insurance.
  - b) Assignment of a life policy and assignment of a burglary insurance policy.
  - c) Warranties and collateral promise.
  - d) Credit insurance and guarantee.
  - e) Second condition of average and conditional average clause.
  - f) Nominee of a life policy and beneficiary of a life policy.
  - g) Moral hazard and peril.
  - h) Indemnity and reinstatement.
  - i) Double insurance and multiple insurance.
  - j) Surrender value of a life policy and surrender value of a personal accident insurance policy.
- Q.2(a) What is the prudent insurer test? Is there a difference between the prudent insurer test for a marine policy and a life policy? If so enumerate the differences. (5 Marks)
- (b) Discuss whether the insurer can avoid to pay on the policy on grounds of non-disclosure:
- (i) In a fire policy, with an average clause, on textile machinery, the assured states its value as Rs. five crores while its depreciated value is Rs.10 crore.
  - (ii) What would be the result if instead of stating its depreciated prize of Rs.10 crores, the assured gave its value to be Rs.20 crore, the prize of its purchase five years back.
  - (iii) The assured had suffered a heart attack in 2005, but does not disclose it in the policy he took in 2006. The assured dies in 2017 and his family makes a claim on the policy. (5X3=15 Marks)
- Q.3(a) How does the insurable interest of a neurosurgeon in the life of her infant daughter differ from the insurable interest which the hospital, where she is employed, has in the concerned doctor's life. (5 Marks)
- (b) Discuss the existence or non-existences of insurable interest in the following, cases with reasons, and its extent:
- i. A grand uncle in the life of his grand nephew with whom he is fighting a partition suit.
  - ii. A partner in a lawyers firm in the life of another partner.
  - iii. A nurse in the life of the doctor with whom she is employed.
  - iv. A divorced wife in the life of her ex-husband.
  - v. Supplier of engine rotors, to be used in the making of engine which would replace another engine in a ship, in the ship. (5X3=15 Marks)
- Q.4(a) What factors are taken into consideration to determine that a term of an insurance contract is a warranty?
- (b) In which circumstances could it be said that the insurer has waived the breach in warranty. (5X2=10 Marks)

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## B.A.LL.B.(HONS.), V YEAR, X SEMESTER (Batch 2012)

### Repeat/Improvement Examinations, June-2017

#### Paper 10.2: Human Rights, International Humanitarian and Refugee Law

Time: 3.00 Hours

Total Marks: 70

##### Instructions:

1. Read the questions carefully and answer.
2. No clarification shall be sought on the question paper.
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Q.1 Elucidate the regional approach to the protection, promotion and interpretation of Human Rights.  
(10 Marks)

Q.2(a) In the face of intensified armed conflict, the military helicopter carrying combatants of country A catches fire and the occupants are espied parachuting, with arms stacked on person, in the difficult jungle territory of country B. They are targeted with strong shell fire by combatants of country B resulting in severe loss of life. Country A brings up a vociferous plea of violation of IHL against country B. Comment and explain the IHL in this regard.  
(12 Marks)

(b) An aggressive guerilla warfare is being conducted by a dissident group from certain occupied territory in the surrounding areas, in a faction ridden State. There are several casualties. There is an emerging civil war like situation.

Discuss whether and how IHL is applicable.

What is the difference in understanding of Article 3 of Geneva Conventions and Additional Protocol II?  
(12 Marks)

Q.3 A mass outpouring of people through the porous borders of State Z, embroiled in civil war, to the neighbouring State X, not party to the Refugee Convention or Protocol, raises issues of residence and livelihood in State X which is not too keen to retain the exodus.

What is the governing principle that may be applied in the given case and the challenges it faces in the contemporary world?

In case of the overthrown regime head who was a despot and who had indulged in conscription of young children as part of its reactionary force and who is now an asylum seeker, what is a possible outcome for him.  
(12 Marks)

Q.4 There was communal tension in a part of the city in a state in India and army was called to control the situation. There was allegedly gross violation of Human Rights as indiscriminate firing by the army led to severe loss of lives.

What may be the role of NHRC?

Would the answer be different if atrocities were committed by the police in the fact scenario?  
(12 Marks)

Q.5 Customary practices as Sati, Child Marriage etc. were rampant in a particular region of the country. The challenges to these are countered by the argument that it would be a violation of the Fundamental Right to Religion in India.

Discuss the conflict with respect to such customary practices pertaining to women in the context of interpretations given by Supreme Court. Explain the International Human Rights provisions in this regard.  
(12 Marks)

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## B.A.LL.B.(HONS.), V YEAR, X SEMESTER (Batch 2012)

### Repeat/Improvement Examinations, June-2017

#### Paper 10.3: Clinic-IV

Time: 2.00 Hours

Total Marks: 30

Instructions:

1. Read the questions carefully and answer.
2. No clarification shall be sought on the question paper.
3. Do not write anything on the Question Paper except your Roll No.

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William Samson and Anu Samson decided to hold a large party at the country club near their home in order to raise money for a new paediatric wing of the local hospital. The Samsonø hoped that during the evening, the guests that attended would make large donations to the hospital to be used for the new wing. The country club donated the space for the fundraiser but advised the Samsonø that they did not have catering facilities to handle the large number of people the Samsonø wanted to invite. The Samsonø hired Emerald Catering, a company that specialises in large parties, to cater food for the party, decorate the room, provide party favours, and provide a musical band to entertain. A contract was signed that specified the date of the party, the food, entertainment and items to be provided, and the price to be paid. It further stipulated that a band would play for approximately five hours during the course of the party. One-half of the total payment of Rs. 1,00,000/- was made at the time the contract was signed. The other half was to be paid on the day of the party. Over 300 guests were invited to the fundraiser. On the morning of the party, Mrs Samson called Emerald Catering to confirm the arrival of the caterers. Mrs Samson was assured that the caterers would arrive at approximately 5:00 p.m., one hour before the party was to begin. Mrs Samson expressed concern that there might not be enough time to decorate and set up the food for the party. However, she was assured that since everything would be cooked ahead of time, there was no need to arrive any earlier.

When no one from Emerald catering had arrived by 5:30 p.m., Mrs Samson called Emerald Catering, but there was no answer. She continued to make telephone calls but continued to receive no answer. At 7:00 p.m., with over 300 guests present, Mr and Mrs Samson apologised for there not being any food, band or decorations, and the guests left without making any donations. At approximately 7:30 p.m., the band and caterers arrived; however, the only people present were Mr and Mrs Samson and a few of their close friends.

Mr and Mrs Samson not only paid Rs. 50,000/- to Emeraldø Catering, but they had spent Rs. 5000/- on engraved invitations that were sent to all the guests. They are also very upset about the damage to their reputation in the community and the embarrassment caused them by the failure of Emerald Catering to perform.

William and Anu Samson wants to sue Emerald Catering Services for breach of contract in Tis Hazari, District Court, Delhi and seeking damages for the same for a tune of Rs. 2,00,000/-. In his statement Mr. Virat, CEO of Emerald Catering stated that the allegations are baseless and false as it is Mr William Samson who at the last moment added few new items for the snacks, because of which they reached late for the party. And, even otherwise, on that day, unusually very high traffic was there. Furthermore, he alleges that Mr William Samson has not paid the full amount as per the agreement and therefore, he should duly pay all the dues. Sanjay Singh, the employee of the Emerald Caterer stated in his statement that Mr. William was feeling sorry for the late informing of inclusion of certain items in the snacks.

You are instructed to appear as counsel on behalf of William Samson. You have the statements of Virat Singh and Mr William Samson. In the light of the above facts,

- Q.1 Explain what is Case Theory and what are the two important ingredients of a good case theory?  
(10 Marks)
- Q.2 Explain the term -Examination-in-Chief and what are the two essential techniques of Examination in-Chief?  
(10 Marks)
- Q.3 Explain the term -Cross Examinationø and what are the two essential techniques of cross-examination?  
(10 Marks)