



KPK Public Service Commission
Peshawar

**Competitive Examination for the Posts of
Provincial Management Service (BPS-17), 2016**

Law Paper-I

Time Allowed: 3 Hours

Maximum Marks: 100

Please first read the following instruction carefully.

- A). Answer any FIVE questions in all choosing at least one question from each part;
- B). In each of the following cases give your decision and explain in detail the legal principle that applies on the case. Your answer must correctly identify the relevant areas of law, accurately discover and apply the appropriate provision thereof. Your answer must also be well structured and well argued.
- C). Please refrain from: (1). **Reproduction of facts of the cases;** (2). **Unnecessary and irrelevant details;** (3). **Unreadable handwriting.**
- D). Possession or use of mobile phones or any other electronic devices in the examination hall is strictly forbidden. The use or possession of mobile phones or any other electronic devices during the examination may lead to the cancellation of paper as well as the examination.

Part-A The Code of Civil Procedure, 1908

- Question. (1).** Janat Gul of Kohat, who is running a trade of cosmetics in Dera Ismail Khan, was driving in Khyber Bazar, Peshawar when Sher Bahadar Khan of Mingawara caused serious damage to Janat Gul's car in result of his (Sher Bahadar Khan's) negligent driving. Just to put Sher Bahadar Khan in trouble of traveling from Mingawara to Dera Ismail Khan, Janat Gul is preparing to file a suit for the recovery of damages against Sher Bahadar Khan in Dera Ismail Khan. Cannot Janat Gul file such suit against Sher Bahadar Khan in Dera Ismail Khan? If so where he may file the suit. Support your answer with the concerned provision of the Code of Civil Procedure 1908.
- Question. (2).** Pordil Khan's shop in Mena Bazar, Peshawar was attached and sold to Sandal Khan in the execution of a decree which was awarded by a competent court against Pordil Khan. When Sandal Khan went to take the possession of the shop he saw Pordil Khan with a gun there. Pordil Khan threatened that he would not hesitate to kill Sandal Khan if he insists to take the possession of the shop. Thereupon, Sandal Khan filed an application in the court which was executing the said decree. The Civil Judge sentenced Pordil Khan for two months? Pordil Khan preferred an appeal. Suppose you are the judge of the appellate court? How would you decide the appeal? Support your answer with the concerned provision of the Code of Civil Procedure 1908.
- Question. (3).** In a case of breach of contract the court awarded a decree to Kala Khan for Rs. 3000,000/- against Bedar Bakht. However, Bedar Bakht was clever enough as he had transferred all his money to the account of one of his cousins just to escape the execution of the decree. Thereupon, the court sentenced him by imprisonment for 11 month. After undergoing the imprisonment he was once again asked to pay off the decreed amount of money. Bedar Bakht is of the opinion that since he has suffered imprisonment for 11 months, therefore, now his is not liable to pay the decreed amount

to

to the decree holder. What you think is this not injustice with him to ask him for the payment of the decreed amount while he has already undergone imprisonment for 11 months? Discuss.

Part-B The Contract Act, 1872

Question. (4). Sabit Shah was attracted by a pair of shoes that he thought were manufactured by "Bata". He did enquire anything from the shopkeeper about the manufacture of the shoe. He simply paid the price and brought the shoes home. Afterwards he noticed that the word written on the shoes was "Baba" and not "Bata". The next day he went to the shop to return the shoes, however the shopkeeper refused to take the shoes back. He is determined to sue the shopkeeper. In this regard he seeks your opinion. Advise him. Support your answer with the concerned provision of the Contract Act, 1872.

Question. (5). "Every Breach of Contract is Actionable" Do you agree with the statement? Why or why not? Discuss. Support your answer with the concerned provision of the Contract Act, 1872.

Question. (6). Sadiq offered to sell his car to Mustafa by sending him a letter of proposal. Mustafa told his friend, Nadim about the offer and said that he was not going to accept it. He suggested to Nadim that he might accept Sadiq's offer if he liked. Nadim sent a letter of acceptance to Sadiq. However, Sadiq refused to sell him the car. Nadim is determined to sue Sadiq for the breach of contract as he has already accepted the proposal of Sadiq. In this regard he seeks your opinion. Advise him. Support your answer with the concerned provision of the Contract Act, 1872.

Part-C The Law of Torts

Question. (7). What are the justifications for holding a master liable for the wrongful acts of his servant? Is this not an injustice to hold a person liable for the wrongful acts of someone else? Discuss and argue in details.

Question. (8). Chodhry Fazal Deen parked his car in the parking lot of the market as he normally did. Due to a severe storm, his car rolled down the parking lot and banged into Chodhry Barkat Ali's car. That caused Rs.100,000 of damage to Chodhry Barkat Ali's car. Chodhry Barkat Ali sued Chodhry Fazal Deen for negligence. Can Chodhry Barkat Ali win the case? Why or Why not? Suppose you are the judge.