



SGT UNIVERSITY, GURGAON

FACULTY OF LAW

PROGRAMME	SEMESTER	COURSE NAME	COURSE CODE
BBA BBA.LLB (Hons.) 5 Year	V	Constitutional Law - I	

CONSTITUTIONAL LAW - I

Unit - I Introduction to Indian constitution

- 1.1 Salient features of Indian Constitution
- 1.2 Preamble of Constitution
- 1.3 Citizenship

Unit - II Fundamental Rights - I

- 2.1 Definition of State (Article 12)
- 2.2 Laws inconsistent with Fundamental Rights (Article 13)
- 2.3 Right to Equality (Article 14-18)

Unit - III Fundamental Right - II

- 3.1 Freedom of Speech & Expression (Art. 19)
- 3.2 Protection in respect of conviction of offences (Art. 20)
- 3.3 Protection of Life & Personal Liberty (Art. 21)
- 3.4 Safeguards against arbitrary arrest & detention (Art. 22)

Unit - IV Fundamental Right - III

- 4.1 Right against Exploitation (Art. 23-24)
- 4.2 Right to Freedom of Religion (Art. 25-28)
- 4.3 Cultural & Educational Right (Art. 29-30)
- 4.4 Right to Constitutional remedies (Art. 32- 35)

Unit - V Directive Principles & Fundamental Duties

- 5.1 Directive Principles of State Policy (Art. 36-51)
- 5.2 Fundamental Duties (Art. 51A)
- 5.3 Basic Features of Constitution & Procedure for Amendment of Constitution

Suggested Cases

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- Shankri Prasad v. Union of India
- In Re Berubari
- Keshavnanda Bharati v. State of Kerala
- ADM Jabalpur v. Shiv Kant Shukla
- Minerva Mills v. Union of India
- Maneka Gandhi v. Union of India

Suggested Reading:

1. V.N. Shukla, Constitution of India, Eastern Book Agency, 2014
2. M.P. Jain, Indian Constitutional Law, Lexis Nexis, 2013
3. D.D. Basu, Introduction to the Indian Constitution of India, (20th Ed. 2009)
4. H.M. Seervai, Constitutional Law of India, Universal Law Publishing Co., Reprint 2013
5. Glanville Austin, Indian Constitution – cornerstone of the Nations, Oxford University Press, 1999
6. P.M. Bakshi, The Constitution of India, Universal Law Publishing Co., 2014
7. D.D. Basu, Shorter Constitution of India (14th Ed. 2008, reprint 2010)

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SGT UNIVERSITY
SHREE GURU GOBIND SINGH TRICENTENARY UNIVERSITY
FACULTY OF LAW

PROGRAM	Semester	COURSE NAME	COURSE CODE
BA/BBA-3	2 nd	Law of Tort-I	

Law of Tort—1

Unit-1 Nature and definition of tort

- Definition and essential conditions of tort
- Distinguishing tort from crime, contract, breach of trust and quasi-contract.
- Privity of contract and tortious liability
- Ubi jus ibi remedium and the pigeon hole theory
- Injuria sine damno and damnum sine injuria
- Mental element in tortious liability; malice in law and malice in fact
- Concepts of malfeasance, misfeasance and nonfeasance
- Fault as a basis of liability reasonable foresight
- Damages-liquidated and unliquidated
- Concept of Remoteness of damages
- Concepts of strict liability, absolute liability and vicarious liability

UNIT-2 General Defences in Tort and Discharge of Torts

- Volenti-non-fit injuria, Plaintiff the wrongdoer, Inevitable accident, Act of God, Private Defence, Mistake, Necessity, Statutory Authority, volenti-non-fit-injuria and contributory negligence distinguished

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- Discharge of torts- waiver, accord and satisfaction, release, acquiescence, res judicata, limitation period, death of parties

Unit-3 Negligence, Res ipsa loquitor and Nervous Shock

- Negligence-meaning and essentials of negligence
- Kinds of negligence-Contributory and composite
- Res ipsa loquitor
- Defences to negligence-medical and professional negligence
- Nervous Shock

Unit-4 Rules of Strict Liability and Absolute Liability

- Strict liability/No faulty liability
- Rule in Rylands vs. Fletcher and its applicability in India
- Rule of absolute liability as laid down in the Oleum Gas Leak case (M.C. Mehta vs. Union of India, AIR 1987 S.C. 965)
- Mass and toxic torts-Bhopal, Uphaar tragedies, etc.

Unit-5 Principle of Vicarious Liability

- Meaning and principles of Vicarious Liability
- Liability of Principal for the wrongful acts of his agent
- Liability of Partners of a firm
- Liability of master for wrongful act committed by the servant
- Liability of the employer for the acts of Independent contractors
- Vicarious liability of State

Case Law

- Ashby vs. White (1703) 2 Ld. Raym, 938
- Bhim Singh vs. State of Jammu and Kashmir, AIR 1986 S.C. 494

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FACULTY OF LAW

PROGRAMME	SEMESTER	COURSE NAME	COURSE CODE
BA LLB/ BBA LLB/LL.B (Hons.) 3 Year	5 th - 3 rd II & I	Law of Contract	

Unit - I (a) **General introduction, History, nature of contractual obligations and formation of an agreement**

- 1.1 History and development of the law
- 1.2 Definition of Agreement, Contract, Void Agreement, Voidable Agreement and Void Contract
- 1.3 Essential Elements of Contract
- 1.4 Intention to create Legal Relations

Case Laws:

1. Balfour v. Balfour (1918) All ER 860 (CA)
2. Merritt v. Merritt 1970 1. W.L.R. 1211
3. Edwards v Skyways 1964, 1 All ER 494
4. Rose and Frank Co. v Crompton & Bros. Ltd. 1925 A.C. 445
5. Simpkins v Pays, 3 All ER 10

(b) Formation of an Agreement & Offer and Acceptance

- 2.1 General Offer
- 2.2 Proposal and invitation to treat
- 2.3 Auction sale, Standing offer etc
- 2.4 Communication of offer
- 2.5 Acceptance of offer
- 2.6 Revocation of Proposal and Acceptance
- 2.7 Communication of Acceptance - Postal and other modes
- 2.8 Modes of Revocation
- 2.9 E-contracts

Case Laws:

1. Bhagwan Das Goverdhan Das Kedia v. Girdhari Lal Purushottam Das AIR 1966 SC
2. Entores Ltd. V. Miles Far East corporation 1955 2 Q.B. 326
3. Carlill v. Carbolic Smoke Ball Co. (1891) All ER Rep. 127
4. Lalman Shukla v. Gauri Dutt (1993) XL AIJR (All)
5. Adams v Lindsell 1818, 1B & Ald. 681
6. Harvey v. Facey 1893 AC 552
7. Pharmaceutical Society of Great Britain v. Boots Cash Chemists. Ltd. 1952 2

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8. Dickinson v Dodds 1876, 2 Ch. D. 463
9. Felthouse v Bindley 1862, 6 L.T. 157

Unit - 2 Consideration and capacity to contract

(a) Consideration

- 3.1 Meaning, nature, need & adequacy of consideration
- 3.2 Privity of contract
- 3.3 Present, Past and Future consideration
- 3.4 Agreement without Consideration - exceptions
- 3.5 Promissory Estoppel

Case Laws:

1. Kedarnath v. Gorie Mohmad (1886) 71 D. 64 (Cal)
2. Khwaja Muhammad Khan v. Hussaini Begum (1910) 32 All ER 410
3. Dutton v Poole 1688, 89 E.R. 352
4. Beswick v Beswick 1968 A.C. 58
5. Chinnayya v Ramayya 1881, 4 Mad. 137
6. Tweddle v Atkinson 1861, 121 E.R. 762
7. Dunlop Tyre Co. v Selfridge & Col. 1915 A.C. 847
8. Union of India v Anglo Afghan Agencies AIR 1968 SC 718

(b) Capacity to Contract

- 4.1. Capacity to "Contract"
- 4.2. Contractual Incompetency
- 4.3. Effect of Minority on the Agreement
- 4.4. Contract for necessities
- 4.5. Restitution, Restoration of property, compensation etc

Case Laws:

1. Mohari Bibee v. Dhurmods Ghose (1903) 30 I.A. 114
2. Khan Gul v. Lakha Singh AIR 1928 Lah 609
3. Leslie v Sheill 1914, 3 K.B. 607
4. Nash v Inman 1908, 2 K.B. 1
5. Raj Rani v Prem Adib AIR 1949 Bom. 2015

Unit - 3 Free consent, vitiating dements, void agreements, contingent contracts and quasi-contracts

(a) Free Consent

- 5.1 Meaning of Free Consent – Factors vitiating "Free Consent"
- 5.2 Coercion, Undue Influence, Fraud, Misrepresentation, Mistake

Case Laws:

1. Raghunath Prasad v. Sarju Prasad (1923) 54 I.A. 101
2. Subhas Chandra Das Mushib v. Ganga Prasad Das Mushib, AIR 1967 SC 878
3. Lassmi Amma v. T. Narayana Bhatta, 1970 (3) SCC 159

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(b) Void Agreements

6.1 Definition of Void Agreement, Difference between Void agreement & Void contract

6.2 Statutory illustrations of void agreements

- Agreements in Restraint of Marriage
- Agreements in Restraint of Trade
- Agreements in Restraint of Judicial Proceedings
- Agreements void for uncertainty
- Agreement by Wav of Wager
- Agreement to do an impossible act

(c) Contingent Contracts and Quasi contractual Obligation

7.1 Contingent contracts

7.2 Nature and Basis of Quasi Contract

7.3 Instances of Quasi contracts in India

Case Law:

1. Moses v. Macferlan [1760] All ER 581
2. Sinclair v. Brougham 1814 AC 398
3. Alopri Parshad & Sons Ltd. v Union of India AIR 1960 SC 588
4. State of West Bengal v. B.K. Mondal & sons, AIR 1962 SC 779

Unit - 4 Discharge of Contracts

8.1 Discharge by Performance

8.2 Discharge by Agreement

8.3 Discharge by Operation of Law

8.4 Novation, Alteration and Recission

8.5 Doctrine of Frustration/impossibility

8.6 Limitations to the doctrine

8.7 Basis of Frustration – implied term theory, theory of just solution and construction of contract.

Case Law

1. Satyabrata Ghose v. Mugneeram Bangur & co. AIR 1954 SC 44
2. Taylor v. Caldwell 1863 2 B & S 826
3. Krell v Hanry (1903) 2 KB 740

Unit - 5 Remedies for Breach of Contract

1. Hadley v. Baxendale (1843-60) All ER Rep. 461

2. AKAS Jamal v. Moolla Dawood, Sons & Co. (1915) XX C.W.N. 105

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3. Karsandas H. Thacker v. M/s. The Saran Engineering co.ltd.
4. Maula Bux v. Union of India, AIR 1970 SE 1955

Suggested Reading:

1. Avtar Singh, *Law of Contract and Specific Relief*, Eastern Book Company, 2013 (11th Edn)
2. Pollock & Mulla, *Indian Contract and Specific Relief Act*, Lexis Nexis, 2013(14th Edn)
3. Anson, *Law of Contract*, Oxford University Press, 2010 (29th Edn)
4. Cheshire and Fifoot, *Law of Contract*, Lexis Nexis, 2010 (10th Edn)
5. Dutt, *Contract- The Indian Contract Act, 1872*, Eastern Law House, 11th Edition, 2013
6. MLJ, *Law of Contract and Specific Relief*, Lexis Nexis, 2009

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