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## JUDICIARY EXAMS QUESTION PAPER

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**Delhi Judicial Service**

**Mains Examination, 2011**

**Question Paper**

**DELHI JUDICIAL SERVICE (MAINS)  
EXAMINATION, 2011  
CIVIL LAW - I**

*Time: 3 hrs.*

*Max. Marks: 200*

**IMPORTANT INSTRUCTIONS**

**This question paper comprises of two parts i.e. Part-A and Part-B. Candidates should answer Part-A and Part-B questions in separate answer sheets. If any question of Part-A is attempted in Part-B answer sheet or vice versa, it would not be evaluated.**

**(PART-A)**

**Questions No. 1 & 2 are compulsory. The candidates may attempt any two questions out of questions No. 3 to 6.**

**Even if you do not know the answer, you may attempt the questions as the test is not only of knowledge of law but of the candidate's analytical skill also.**

**Q. 1.** Kanika agreed to sell a plot of land measuring 200 sq. yards to Pradeep for a consideration of rupees ten lakhs by an agreement 'X' executed on 01.01.2000. The agreement begins as "Agreement for Sale between Kanika and Pradeep" and ends "in witness whereof the parties have hereunto set and subscribed their respective hands and seals on these presents". On that very day a sum of rupees one lakh is paid as earnest money for which a separate receipt is executed and signed by Kanika. The sale was to be completed within a period of six months after obtaining all clearances from the DDA. A further sum of rupees one lakh was paid on 02.02.2000 and an endorsement was made on the earlier receipt. Kanika refused to execute the sale deed and denies the agreement 'X'. She says that her signatures were obtained on a blank paper. 'X' does not bear signatures of Pradeep. Kanika pleaded that since 'X' was not signed by Pradeep there was no concluded contract between the parties. Though the receipts for rupees two lakhs were denied, but the same were proved. Kanika was unable to prove the circumstances under which she signed a



blank paper. A suit is filed by Pradeep for specific performance of the contract.

Whether the agreement is valid and binding? Decide and write a judgment with case law, if any. **(Marks 25)**

**Q. 2.** 'H', the husband entered into an agreement to sell with the plaintiff for sale of a house for Rs. 1.10 crores. The vendee (the plaintiff) paid a sum of Rs. 11 lakhs as earnest money and the remaining amount of Rs. 99 lakhs was to be paid at the time of execution and registration of the sale deed. The vendor's wife 'W' sent a notice to the vendee as well as the vendor 'H' calling upon them to cancel the agreement as she was owner of one half share having devolved upon her on death of her son. In the notice she stated that she was not willing to sell her share and was ready to purchase the share of the vendor 'H'. The vendee replied that the agreement was binding on her and the notice had been given in collusion with the vendor 'H'. The vendee files a suit for specific performance.

Decide. **(Marks 25)**

**Q. 3. (a)** Explain doctrine of frustration or impossibility. Give illustrations. **(Marks 12.5)**

**(b)** Discuss exceptions to the rule of 'Caveat Emptor'. **(Marks 12.5)**

**Q. 4. (a)** 'A' is an outgoing partner of the firm ABC. By an agreement between all the partners, 'A' was prohibited from carrying on business, carried on by the firm within the National Capital Territory of Delhi.

Whether the agreement is in restraint of trade? Can the agreement be enforced by the continuing partners? **(Marks 12.5)**

**(b)** A partnership firm opened a bank account. The account was to be operated by 'A' and another partner jointly. No authority was given to 'A' to act as an agent of the firm. 'A' executed an acknowledgement in favour of the bank. Is the firm bound by acknowledgement given by 'A'?

Discuss. **(Marks 12.5)**

**Q. 5. (a)** A promissory note was signed by a minor for consideration received by him. On attaining majority, he ratifies that promissory note. Can the creditor enforce it?

Explain. **(Marks 12.5)**

**(b)** In an auction of liquor shop by the State, the highest bid is offered by 'A' but he fails to deposit the prescribed minimum amount within the stipulated period and the bid is not accepted. In re-auction, the amount fetched is less than what was offered by 'A'. The State files a suit for damages against 'A' for breach of contract to recover the loss suffered by it. 'A' contests the suit denying his liability.

Decide. **(Marks 12.5)**

**Q. 6. (a)** A share broker having sold shares of a Company in Bombay handed to the buyer the share certificates together with blank transfer deeds signed by the registered holder. The buyer gave a cheque for the price, the cheque was dishonoured on presentation and the buyer failed to pay the price. The buyer in the meanwhile sold the shares to the respondent and handed over to him the certificates and transfer deeds. The seller sued the buyer and the respondent for return of the certificates and transfer deeds and for damages. Decide with reference to the section(s) of the Sale of Goods Act, and case law, if any. **(Marks 12.5)**

**(b)** 'A' is tenant under 'B' on an agricultural land. 'B' was in arrears of land revenue payable to the Government. The land is put to sale by the Government. Consequent upon sale taking place, lease in favour of 'A' was liable to be annulled under Revenue Laws. In order to avoid the land being put to sale, 'A' pays land revenue arrears to the Government. Can 'A' recover the amount from 'B'?

Discuss. **(Marks 12.5)**

#### PART-B

Answer only two questions from each Section I, II, III and IV. Wherever necessary, answer with reference to statutory provisions as also case law, if any.



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**(SECTION-I)**  
**(ANSWER ANY TWO)**

**Q. 1.** 'H', a divorcee, married 'W' in the year 2005. 'H' discovers in the year 2008 that 'W' was already married to 'N' in London and had married him without obtaining divorce from 'N'. 'H' alleges that 'W' never informed him regarding the previous marriage. Immediately, in the year 2008 'W' obtains a decree of nullity of marriage with 'N'.

What is the legal status of the marriage of 'H' and 'W' and a daughter born during their wedlock? Would it make any difference to the legal status of their marriage and their daughter, if 'W' obtained a decree of divorce instead of a decree of nullity against 'N'?

**(Marks 15)**

**Q. 2.** 'H' files a petition against wife 'W' for divorce on the ground of adultery. 'W' files a petition against 'H' seeking restitution of conjugal rights. During the pendency of both the petitions, 'H' and 'W' mutually resolve to get separated by mutual consent and move for conversion of petition filed by 'H' seeking divorce to seeking divorce by mutual consent.

Can they also move for conversion of petition seeking restitution of conjugal rights to one seeking divorce by mutual consent? What according to you are the requirements to be satisfied for grant of divorce by mutual consent?

**(Marks 15)**

**Q. 3.** Section 6 of Hindu Succession Act, 1956 deals with devolution of interest in Coparcenary Property amongst the members of the Coparcenary.

**(Marks 15)**

- (i) What do you understand by Hindu Mitakshara Coparcenary?
- (ii) What are the rights and liabilities of the daughters in Hindu Mitakshara Coparcenary Property?
- (iii) Can a daughter make a will of coparcenary property?

**SECTION-II**  
**(ANSWER ANY TWO)**

**Q. 4.** Under Delhi Rent Control Act, a tenant can be evicted where he has built, acquired or has been allotted residence. 'A' let

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out suit premises to 'B' for residential purpose in October, 2005. On or about 2008, B's wife was allotted a government flat due to her employment. A year after, 'A' sues 'B' for eviction on the ground of 'B' having acquired a residence.

Would it make any difference if B had built a residential house with his own savings?

**(Marks 15)**

**Q. 5.** 'A' let out his premises to 'B' vide a written agreement for the purpose of a guest house for the officers of the company of 'B'. The premises was used for considerable time for guest house, but later on, it was also used as company's office. 'A' filed a petition under Section 14 (1) (e) read with Section 25 (B) of Delhi Rent Control Act for bona fide requirement of said premises for his residence and that of his family members comprising of his wife, aged parents and two self employed grown up marriageable age sons. The respondent contested alleging the purpose of letting it be for office purpose and the petitioner not requiring the premises for residence for himself or that of his family members, he being in possession of five bed room accommodation on the first floor of the same premises.

Discuss.

**(Marks 15)**

**Q. 6.** A landlord lets out his premises to a tenant for the purpose which is contrary to the terms of perpetual lease granted by DDA. DDA threatens to cancel the lease on the ground of misuse. Can landlord seek eviction of tenant under Section 14 (1) (k) of the Delhi Rent Control Act?

What defence is open to the tenant in such a case?

Discuss.

**(Marks 15)**

**SECTION-III**  
**(ANSWER ANY TWO)**

**Q. 7.** The defendant tenant was carrying on business in shoes and had stored in a store room combustible material. Some of his workers used to smoke cigarettes and biris in the premises itself. Fire broke out causing substantial damages to the building which was about eighty years old. One worker also sustained serious



injuries. Discuss his liability, if any, towards the owner of the building and the injured worker.

(Marks 10)

**Q. 8.** There is a distinction between Tort and Crime, but there are various wrongs which find place both under Criminal Law and Law of Torts.

Comment. (Marks 10)

**Q. 9.** Though, the concept of Tort is essentially based on the principle of Equity and Justice, but the essence of tortious liability lies in violation of legal right.

Discuss. (Marks 10)

#### SECTION-IV (ANSWER ANY TWO)

**Q. 10.** How, what and from whom a Muslim woman can claim maintenance for herself and children? Whether, she would be entitled to maintenance for herself and children after a divorce from husband?

Explain. (Marks 10)

**Q. 11.** What are the essential requirements of a valid gift or 'Hiba' under Muslim Law in the case of ancestral and self acquired properties, movable or immovable?

Explain. (Marks 10)

**Q. 12.** Do you agree that marriage in a Muslim Law is a civil contract? What are the rights of a minor girl married by her guardian? What is the Muslim Law on the subject?

Discuss. (Marks 10)

#### CIVIL LAW - II, 2011 IMPORTANT INSTRUCTIONS

This question paper comprises of two parts i.e. Part-A and Part-B. Candidates should answer Part-A and Part-B questions in separate answer sheets. If any question of Part-A is attempted in Part-B answer sheet or vice versa, it would not be evaluated.

#### (PART-A)

#### (SECTION -1)

#### ANSWER ANY TWO OF THE QUESTIONS GIVEN BELOW

**Q. 1.** For an immovable property situated at Kanpur a suit is filed for specific performance in Jaipur on the ground that the agreement was executed in Jaipur, and where both the proposed buyer and seller resided and worked for gain. The suit is contested and decreed by the court at Jaipur and the appeals against the decree are dismissed right upto the Supreme Court. In execution proceedings the defendant/judgment debtor takes up the objection that the decree is null and void as the same is passed by a court which did not have, inherent jurisdiction as the court which had inherent jurisdiction was only the civil court at Kanpur.

- (i) Under what provision the objection is filed to the execution of the decree and will it succeed, if so why?
- (ii) What would be your answer if the plaintiff/decreed holder contends that the objection raised by the judgment-debtor is an objection not to the inherent jurisdiction of the court but only qua the territorial jurisdiction and which stands waived then what would be the provision of CPC which would be relied upon by the decree holder? (Marks 25)

**Q. 2.(a)** A summary suit, as different from a regular suit, is filed for recovery of money. The suit is filed on the basis of a cheque of Rs 25 lacs which was issued by the plaintiff in favour of the defendant and which cheque was encashed on presentation. Since the amount was not paid on the due date by the defendant a suit for recovery of moneys was filed claiming the principal amount of Rs. 25 lacs and interest @18% p.a. for the pre-suit period as also claiming such interest pendente lite and after passing of the decree till realisation.

(b) In this suit the defendant did not put in appearance after service and hence the suit was decreed for failing to file appearance for an amount of Rs. 25 lacs with pre-suit interest and also interest at the same rate pendente lite and future till realisation.



(c) The defendant thereafter files an application under Order 9 Rule 13 CPC to set aside the ex parte decree on the ground that the service was not validly effected inasmuch as he had shifted from the place where the summons were served of the suit. No other averment is made in the application for setting aside the ex parte decree except that the defendant was not served in the suit although on merits the defendant had an excellent case because he had repaid the amount due to the plaintiff with interest two months before the summary suit was filed by means of a cheque which was encashed by the plaintiff.

- (i) A summary suit is filed under which provision of CPC and in such a suit can the court which passed the ex parte decree pass a decree for payment of interest till realisation?
- (ii) Was the suit maintainable as a summary suit or should the suit have been filed only as an ordinary suit?
- (iii) Did the defendant validly invoke the provision of Order 9 Rule 13 CPC and if not, under which provision, the application would lie, and can the court suo moto treat the application as filed under the correct provision of law, if yes, how?
- (iv) In addition to pleading the factum of non-service what else had the defendant to plead in an application to set aside the ex parte decree and under which provision?

(Marks 25)

**Q. 3.** Plaintiff-Madan Bhai, the son, files a suit for declaration against his mother Smt. Sushila Bai-defendant, claiming ownership rights in the property 1- Golf Links, New Delhi (suit property) on the ground that the suit property was actually purchased from the funds provided by Madan Bhai, though the sale deed is in the name of Smt. Sushila Bai. In an earlier suit filed by Smt. Meera Devi, the wife of Madan Bhai against Madan Bhai for right of residence in the suit property, Madan Bhai had filed a written statement stating that the suit property was of his mother Sushila Devi and therefore the suit property was not a matrimonial home or a shared household in which Smt. Meera Devi could claim a right of residence. This earlier suit filed by Smt. Meera Devi was thus dismissed as the

house was held not to be a matrimonial home or a shared household. In Madan Bhai's suit Smt. Sushila Devi files an application for dismissal of the suit even before issues are framed by filing a certified copy of the written statement filed by Madan Bhai in the suit filed by Smt. Meera Devi and which showed that Madan Bhai admitted the suit property to be owned by Smt. Sushila Bai.

- (i) Give your decision on such application including by stating the applicable provision of Code of Civil Procedure, 1908 (CPC)?
- (ii) In your decision deal with the argument urged by Madan Bhai in his reply that the application of Smt. Sushila Bai cannot be decided unless evidence is led by both the parties and that an application for decreeing the suit can only be filed by a plaintiff and not a defendant. (Marks 25)

**Q. 4.** Facts: (a) A suit for possession (1st Suit) was filed by one Chiranji Lal in 1975 against Mohan and Sohan with respect to the suit property 10-Aurangzeb Road, New Delhi pleading ownership under a sale deed dated 31.1.1974 from late Jai Ram, the father of the defendants Sohan and Mohan. In this plaint Chiranji Lal pleaded that Jai Ram had purchased the property on 1.1.1974 vide a sale deed from Sh. Om Shastri. Mohan in his written-statement states that the sale deed by Jai Ram in favour of Chiranji Lal is void for lack of consideration. Sohan in this suit pleaded in his written statement that actually he was the owner of the suit property because he had purchased the suit property earlier on 1.1.1973 from Om Shastri - the very person from whom his father Jai Ram had purchased the suit property on 1.1.1974. This suit filed by Chiranji Lal where both Sohan and Mohan were defendants is not decided as on 1.1.1980.

(b) On 31.1.1980 Mohan files a suit against his brother Sohan for partition of the suit property 10-Aurangzeb Road, New Delhi (2nd suit). Partition is claimed as the father Jai Ram was the owner under a sale deed dated 1.1.1974 and that since Jai Ram died intestate Sohan and Mohan were equal co-owners by inheritance. Declaration is also sought in this suit against Chiranji Lal that Chiranji Lal is not the owner of the suit property as the sale deed in his



favour was void on account of lack of consideration. Sohan defended this suit by pleading his exclusive ownership of the suit property on account of his having the earlier sale deed in his favour dated 1.1.1973. Chiranji Lal a defendant in this suit pleads his ownership of the property as per sale deed dated 31.1.1974 and prays for dismissal of the suit.

(c) Sohan files on 1.3.1980 a suit for declaration of his exclusive ownership of the suit property (3rd suit) on the basis of the registered sale deed dated 1.1.1973 and in which suit both Chiranji Lal and Mohan are made as defendants. This suit filed by Sohan, after evidence was led by all the parties, is decreed in favour of Sohan on 31.12.1981, holding that Sohan was the owner of the suit property although earlier suits of Mohan and Chiranji Lal were still pending.

- (i) Could the 3rd suit of Sohan have been decided and decreed by the Court although earlier suits of Chiranji Lal and Mohan were pending? If yes, then by reference to which provision of CPC?
- (ii) If an application was filed by Chiranji Lal in the 3rd suit stating that this suit of Sohan cannot proceed till his/Chiranji Lal's suit is decided first, such an application would have been moved under which provision of CPC and how would the same have been decided?
- (iii) What is the effect of the decision of the suit filed by Sohan on the pending suits of Chiranji Lal and Mohan?

(Marks 25)

**Q. 5.** Facts: (a) A suit was filed by the mother Smt. Hira on behalf of her minor son Chandresh against her father-in-law Sh. Jawahar for partition of the HUF property being the residential house at 50, Vasant Kunj, New Delhi. Though the son was a minor no application was filed to pursue the suit as the next friend of the minor son. Chandresh became a major during the pendency of the suit and being in need of money sold his undivided share to one Gurdas Singh who instead of substituting himself for Chandresh continued the suit on behalf of Chandresh and obtained a decree for partition.

(b) During the execution proceedings the executing court held that instead of partition Gurdas Singh was only entitled to the value of the undivided share and not physical partition.

(c) When the proceedings were going on to determine the value of the share for being paid to Gurdas Singh, the father-in-law Sh. Jawahar filed an application to hold that the decree was null and void on two grounds. The first was that no application was filed to appoint the mother as the next friend and therefore the decree was null and void. The second ground was that Gurdas Singh never applied for substituting himself in place of the original plaintiff-Chandresh and since by the time decree was passed, Chandresh was no longer owner of any interest in the HUF property thus the decree passed in favour of Chandresh was bad in law.

- (i) Was it necessary for Smt. Hira to get herself appointed as a next friend by a court order?
- (ii) What would be the position if the minor was a defendant in the suit and in such a case whether it is necessary for the court to appoint a person to defend a suit on behalf of the minor and what would be the effect of not appointing such a person?
- (iii) Whether it was necessary for Gurdas Singh to get himself substituted in place of Chandresh before the decree was passed, and if yes then the application had to be filed under which provision of CPC, and why? (Marks 25)

#### SECTION -II

(ANSWER ANY TWO QUESTIONS. EACH QUESTION IS OF 25 MARKS)

**Q. 6.** (a) Amrita Singh gave a loan of Rs.5,00,000/- to Kulvinder Singh bearing interest @18% p. a. simple. A promissory note was signed by Kulvinder Singh at the time of giving of the loan in the presence of Amrita Singh.

(b) Over two years after the loan was granted, Kulvinder Singh paid different amounts on ten occasions and signed a register in the presence of Amrita Singh on each occasion when he paid amounts either towards part repayment of the loan or towards interest.



(c) Amrita Singh had an accountant Kalyanji who used to maintain in the regular course of business all the books of accounts and also all the business records of the various loans which used to be advanced by Amrita Singh.

(d) An acknowledgment of debt form was signed by Kulvinder Singh after two years of the signing of the promissory note in the presence of Kalyanji but not in the presence of Amrita Singh.

(e) Since the loan was not repaid Amrita Singh filed a suit for the recovery of loan and interest due. During the pendency of the suit and during the course of leading her evidence Amrita Singh died. Amrita Singh in her evidence before she died had proved and exhibited the promissory note and the register, but before she could depose further she expired.

(f) After the legal heirs of Amrita Singh were brought on record the suit continued and the remaining evidence in the suit was led in the form of deposition of Kalyanji and who also again proved and exhibited the promissory note, the register which Kulvinder Singh signed at the time of repayment of the part of the loan/interest and also the acknowledgement of debt form.

(g) The Advocate of Kulvinder Singh at the stage of final arguments took the objection that the evidence led by Amrita Singh could not be looked into as she died before she was cross examined and that Kalyanji could not prove and exhibit the promissory note and the register where Kulvinder Singh had signed because the said documents were not signed in Kalyanji's presence by Kulvinder Singh.

- (i) Decide the objections.
- (ii) Could Amrita Singh if she was alive and had led evidence proved and exhibited the acknowledgment of debt form which was not signed in her presence?

**Q. 7.** (a) Two brothers, an elder and a younger, inherited an immovable property from their father. After the death of the father a Memorandum of Family Settlement was entered into and which showed how the property was already divided by metes and bounds by the parties.

(b) The original of this Memorandum was retained by the elder brother as recorded in the Memorandum and the younger brother only had a photocopy made from the original Memorandum.

(c) One day the elder brother went to the house of the younger brother for discussing the aspect of mutation of the property in the municipal records for property tax purposes in separate names of both the brothers for the divided portions of the property, and, during the discussion on the pretext of making a photocopy from the market out of the photocopy of the Memorandum which was with the younger brother, the elder brother took the photocopy of the Memorandum but did not return back from the market.

(d) Thinking that the younger brother had no longer any proof with him of the Family Settlement, the elder brother filed a suit for partition of the inherited property claiming that the property remained undivided after the death of the father.

(e) It however so happened that the wife of the younger brother had made a photocopy of the photocopy of the Memorandum and had put the same in her bank locked and this she remembered and got the photocopy (which had an endorsement of true copy as per original) from the locker and during the course of recording of the evidence she gave it to her husband who thus wanted to file and prove the same.

(f) The Advocate of the elder brother objected to the production of the photocopy of the Memorandum on the ground that the document was only secondary evidence and hence not admissible in evidence.

- (i) Can the court admit the photocopy of the original Memorandum and what are the requirements which a person must comply before he seeks to lead in evidence the photocopy/secondary evidence such of the Memorandum.
- (ii) Whether any notice is required to be given to the elder brother before leading in evidence the photocopy of the Memorandum, and if so under which provision?



- (iii) Without notice being given to the opposite party can evidence be led of the photocopy of the Memorandum?
- (iv) Is a photocopy of the Memorandum secondary evidence, and if yes or no then under which provision?
- (v) Is it permissible to lead in evidence a photocopy of a photocopy?

**Q. 8 (a)** Raman executes a registered gift deed of his plot of land in Delhi in favour of his younger brother Chaman out of natural love and affection and pursuant to which mutation in the name of Chaman is done in the municipal records after taking a no-objection form from Raman.

(b) In a suit for perpetual injunction filed by Chaman against a third person for preventing the third person from entering the suit property, Raman is added as a party to the suit and he files a written statement admitting the execution of the gift deed of the plot in Delhi.

(c) After this stage Chaman sells the plot for valuable consideration to Hira, and who purchases the same after verification of the registered gift deed, the mutation papers and the written statement filed by Raman.

(d) Hira starts construction on the suit plot and more or less completes the construction, without any protest from Raman who knows of the construction being carried out.

(e) Hira also continues the suit filed by Chaman against the third person by getting himself substituted as plaintiff in place of Chaman. Raman however at this stage seeks to amend his written statement to dispute the execution of the gift deed by filing an application to amend his written statement to dispute the execution of the gift deed.

(f) Raman also files an independent suit, against Hira and Chaman, disputing the gift deed on the ground that actually Raman was under a wrong belief that under the gift deed actually the plot of land in the village had been transferred and not the plot in Delhi. Chaman in the evidence in the suit which was filed by him against

the third person, which is now continued by Hira, proves the gift deed by only his own deposition that Raman had signed the gift deed in his presence and no other witness is summoned.

- (i) Can the gift deed be said to have been validly proved by Hira in the suit which was originally filed by Chaman and continued by Hira?
- (ii) Is Raman prevented from challenging the gift deed at the late stage at which he did?
- (iii) Which is the provision which Hira can take aid of to invalidate the new stand set up by Raman by seeking amendment at the late stage?
- (iv) What would be the position if Raman was not party to the suit originally filed by Chaman but had admitted the execution of the gift deed in a letter written by him to Chaman as also in the mutation form i.e. is there any difference in the type of admission made in a written statement and in a letter?

**Q. 9.** Answer the following giving the applicable provisions:

**(Marks 5 each)**

A. If a fact is admitted by a person is it still required to be proved? Can a court require an admitted fact to be proved?

B. Are books of accounts maintained in the ordinary course of business themselves sufficient to fasten liability upon a defendant in a suit for recovery of moneys? No or yes?

C. Can a witness be cross-examined on facts not deposed by him in his examination-in-chief, if otherwise the cross-examination is on a relevant point?

D. When a document is summoned by a plaintiff from a defendant for being produced as evidence, can the defendant after producing the same insist that the same be taken as evidence, if yes then when and if no then when?

E. If in a letter a person admits a fact for arriving at a compromise, can he say that such admitted fact is without prejudice to a pending court case and the letter will not be used in any place except for recording settlement in the court case?



**(PART-B)****(SECTION -I)****ATTEMPT ANY THREE QUESTIONS**

**Note: Give reason in support of your decision.**

**Q. 1.** 'S' the sister of 'B' filed a suit for partition of properties left behind by their father, who had expired intestate. Their mother had predeceased their father and there was no other legal heir. The subject matter of the suit were two flats. One flat was at Dwarka and the other one was at Model Town. The flat at Model Town was much costlier than the flat at Dwarka. During the course of the proceedings in the suit, the parties arrived at a settlement whereby 'S' was given the flat at Dwarka, while 'B' became the exclusive owner of the flat at Model Town. In order to compensate 'S', 'B' also surrendered his rights in a small flat at Mayur Vihar in favour of 'S'. The flat at Mayur Vihar was owned by 'B' and had been purchased by 'B' out of his own earnings. Decide, as to whether such a decree shall require registration under the Registration Act? **(Marks 20)**

**Q. 2.** The owner of certain premises let it out to tenant for a period of five years. The parties executed a lease deed, which was not registered. One of the terms of the said lease deed permitted the tenant to sub let the premises to his friend Mr. 'X', if the tenant so desired, without the prior consent of the landlord. The tenant sub let the premises to his friend Mr.'X' without taking prior permission of the landlord, on which the landlord filed a petition for eviction of the tenant on the ground that the tenant had sub let the premises without his consent and thus the tenant had incurred the liability of eviction under Section 14(1) proviso (b) of the Delhi Rent Control Act, 1958. The tenant contends that in view of the term of the lease as stated above, he (tenant) was well within his rights to sublet the premises. The landlord on the other hand contends that the lease deed having not been registered cannot be looked into. The tenant replies that the clause permitting the subletting, by itself, did not require compulsory registration. Thus, though the lease deed cannot be, looked into for determining the period of the lease

between the parties, the same can certainly be looked into for the limited purpose of establishing the authority of the tenant to sub let the premises.

Decide. **(Marks 20)**

**Q. 3.** 'A' and 'B' entered into partnership business of retail sale of books on various subjects. 'A' was having a shop at Chandi Chowk which was made the common property of the firm. 'B' invested substantial amount of cash for purchasing the books from various publishers and other purposes relating to the business. The partnership continued for some months. There was a dispute between the two partners and thus the partnership was got dissolved through a dissolution deed, whereby 'B' was given the exclusive rights of the shop while 'A' received the total amount lying in the bank account of the partnership firm along with the unsold books lying with the firm on the date of the transfer. 'A' then filed a suit for dissolution of partnership and accounts, wherein he contends that since the partnership assets included immovable property, namely, the shop and the dissolution deed recorded relinquishment by 'B' of his interests in the shop, this document was compulsorily registrable under Section 17(1)(c) of the Registration Act. Since the dissolution deed was not got registered it was inadmissible in evidence to prove the dissolution of the partnership, settlement of accounts and ownership of the shop.

Decide. **(Marks 20)**

**Q. 4.** 'A' sold a house to 'B' for a sum of Rs.1,00,000/- on 3.3.2011. 'A' retained the possession of the house. On 7.3.2011, 'A' again sold the same house to 'C' for a sum of Rs.2,00,000/-. 'C' was aware of the earlier sale deed between 'A' and 'B'. The sale deed in favour of 'C' was got registered on the same day and 'C' was also given the physical possession of the house. The sale deed in favour of 'B' was got registered on 10.4.2011. 'B' thereafter filed a suit for recovery of possession of the house against 'A' and 'C'.

Decide. **(Marks 20)**



**(SECTION -II)  
ATTEMPT ANY TWO QUESTIONS**

**Q. 5.** Mohan advanced Rs. 1,00,000/- by way of loan to Raman. The payment was made on 1.1.2007. On the same day, Raman executed a document, whereby Raman undertook to pay the loan amount with simple interest at the rate of 10% p. a. on demand. On 10.10.2009, Mohan got sent a legal notice asking Raman to make the payment of due amount. In response, Raman asked his advocate to respond to the notice requesting Mohan to extend the time for making the payment for a period of two years as Raman was passing through financial crisis and had no money to make the payment. The advocate of Raman sent the reply to the notice accordingly. The reply was got drafted and dispatched on 1.1.2010 under the signatures of the advocate of Raman. Mohan filed a suit against Raman for recovery of loan amount along with accrued interest on 3.2.2012. Raman in his written statement raised the sole contention that the suit is barred by limitation. Decide while referring to various legal provisions involved. **(Marks 20)**

**Q. 6.** 'X', a landlady inducted 'Y' as a tenant on a monthly rent of Rs.5,000/- per month. The tenancy was for two years and was evidenced by the registered lease deed executed between the parties. The tenancy commenced in the year 1992. After expiry of two years, the tenant continued to occupy the tenanted premises. He also paid rent till the year 1996. In the year 1996, 'X' was transferred to Chennai and 'Y' stopped paying the rent thereafter. There was no correspondence between 'X' and 'Y' till the year 2011. In the year 2011, 'X' got sent a legal notice to 'Y', terminating the tenancy as per law and asked 'Y' to hand over the vacant possession of the premises to 'X'. 'X' vide the same legal notice, also asked 'Y' to remit the complete due amount of rent to 'X'. 'Y' in response contends that as he continued in possession of the premises for fourteen years without paying even a single rupee by way of rent, he has become the owner of the house. Thus he is neither liable to vacate the tenanted house nor liable to pay the due rent.

Decide.

**(Marks 20)**

**Q. 7.** Ramesh sold his land measuring 200 square yards for Rs.2,00,000/- and handed over the possession of the same to Sarjesh in the year 1990. In the year 1991, Sarjesh sold his land to ABC Co. for a sum of Rs. 2,10,000/- On 2.3.1992, one of the sons of Ramesh, who had attained majority in the year 1991, filed a suit for recovery of possession of the land against ABC Co. on the ground that the land in issue was a Joint Hindu Family property and thus Ramesh could not have sold the land to Sarjesh as the transaction was neither for a legal necessity nor in the interests of the Joint Hindu Family. ABC Co. in its written statement *inter alia* raised a preliminary objection that as Sarjesh has not been made party to the suit, and the two sale deeds were not under challenge, the suit as framed was not maintainable. The suit remained pending for some time and ultimately got dismissed on the two preliminary objections raised by ABC Co. The plaintiff filed an appeal and then withdrew the same in the year 2001 with liberty to take such other legal recourse including a civil suit against the defendant as may be permissible in law. The plaintiff then in the year 2002 again filed a fresh suit for a declaration that the sale deed in favour of Sarjesh and the consequent sale deed in favour of ABC Co. were null and void and for recovery of possession of land. This time Sarjesh was made a defendant to the suit. ABC Co. filed its written statement and raised a preliminary objection that the suit was barred by time. The plaintiff relied on Section 14 of the Limitation Act and contended that the suit was within time.

Decide.

**(Marks 20)**

## CRIMINAL LAW, 2011

### IMPORTANT INSTRUCTIONS

**This question paper comprises of two parts i.e. Part-A and Part-B. Candidates should answer Part-A and Part-B questions in separate answer sheets. If any question of Part-A is attempted in Part-B answer sheet or vice versa, it would not be evaluated.**



**(PART-A)****(SECTION -I)****ANSWER ANY ONE QUESTION**

**Q. 1.** 'J' an Indian doctor was having a live in relationship with 'R' a U.S. citizen of Indian origin. Since 'J' was reluctant to marry 'R', the relationship between the two strained. 'J' and 'R' to patch up the differences went for a holiday to Australia and reached there on 25th January 2010 at the Marina Hotel, Sydney at 9 a.m. Soon thereafter both went out for sightseeing and came back to the hotel at 10 p.m. They had dinner together in the room. On the next day morning at 7 a.m. when 'J' got up, 'R' was not in the room. He made enquiries from the hotel staff and nearby. Since he could not trace out 'R' he checked out of the hotel at 11 a.m. He went to Boston and informed the parents of 'R' about her missing from the hotel room. Without lodging any report either in Sydney or Boston, he comes back to India. 'R's parents go to Sydney and lodge a report with the police. Investigation is thus taken up after a week of 'R' missing. From the bathroom attached to the room of Marina Hotel where 'J' and 'R' stayed, reddish blood stains of blood group 'A' are recovered. Further finely chopped parts of a woman aged 20-30 years suggesting an Anglo Indian Origin are recovered from a rubbish bin in the city of Sydney within 200 metres of Marina Hotel. Parents of 'R' come tracing 'J' to India where he is found hiding at a farm house in Delhi. On an FIR being lodged for offence under Section 302 IPC, 'J' is tried for the same.

Case of prosecution:

- (a) 'R' was last seen alive in the company of 'J';
- (b) 'J' floated the false defense that 'R' left him in the morning of 26th January 2010;
- (c) 'J' did not lodge any complaint to Sydney police;
- (d) Body parts were recovered from a rubbish bin only 200 metres away from Hotel Marina;
- (e) The body parts were identified to be that of 'R';
- (f) The blood group of blood stains found in the bathroom matched the blood group of 'R' and

- (g) 'J' remained absconding for a period of two years.

Case of defense:

- (a) No motive of alleged crime has been proved;
- (b) Mutilation of the body was possible only by surgical instruments and not by a butter knife or a fork. There is no evidence that 'J' had access to any surgical instrument;
- (c) The hypothesis of 'J' committing murder in the bathroom is ruled out as no employee or guest of the hotel has seen 'J' taking parts of the body out of the hotel;
- (d) Hypothesis of guilt is further ruled out as 'J' himself informed the parents of 'R' about her missing and
- (e) 'J' had not absconded and had merely come back to his house in India as he could not live without 'R' at Boston.

Write a judgment concerning the guilt or otherwise of the accused, discussing the rival contentions in relation to the circumstances that have emerged, citing the statutory provisions and case law.

**(Marks 75)**

**OR**

**Q. 2.** Accused 'A' doing M.A. Ancient History in the year 2008 was staying at University Hostel. On 31.12.2008 'R' the Hostel Warden was returning from lunch at about 01:00 p.m. 'A' reported to him that 'M' and 'N' two other inmates of the hostel abused him by using the word "Goonda". On 'R' making an enquiry both 'M' and 'N' replied in the negative, despite 'A' repeatedly asserting that they insulted him. 'A' also informed 'R' that on the previous night also there was heated discussion between 'A' on the one side and 'M' and 'N' on the other side. 'P' the cook after finishing the work in the mess was relaxing on the cot. At this point of time he saw 'A' coming towards the door. 'A' was wearing a half T-shirt and lungi. The cot of 'M' was near the door. 'A' took out a knife which was hidden in the lungi and stabbed 'M' on the right side of the chest. On witnessing the incident 'P' was shocked and shouted at 'A' as to why he was doing it. On hearing the shouts of 'P' people came in and apprehended 'A' on the spot. 'M' was



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taken to the hospital where he succumbed to the injury. As per 'D' the doctor who conducted the post mortem there, was no other external injury except the stab injury caused by the knife. The injury was opined to be sufficient in the ordinary course of nature to cause death. After investigation a charge sheet is filed against 'A' for offence punishable under Section 302 IPC in view of the ocular evidence of 'P'. 'A' took the defence of sudden and grave provocation.

Write a judgment acquitting/convicting 'A' for the offence punishable under Section 302 IPC taking into consideration all legal and factual issues with discussion thereon citing statutory provisions and case law. (Marks 75)

**(SECTION-II)**

**ANSWER ANY ONE QUESTION**

**Q. 3.** 9 persons put a house on fire at 9:00 p.m. on 3rd July 2009 shouting slogans against the owner of the house for ravishing a woman on the previous night. 'X' a 20 year old person suffering from 40% physical disability, whose sister was ravished the night before, was standing with those nine persons. On a neighbor informing the police, the PCR van reaches the spot, while the other nine persons were burning the house. 'X' saw the PCR van coming from a distance and thus warned them. The nine persons putting the house on fire ran away. When the PCR van reached the spot 'X' was found.

Pass an order on charge relying on the relevant judgments and frame charge if any made out against 'X'. (Marks 25)

**OR**

**Q. 4 (a).** 'X' Times a leading English daily prints an article aimed at creating hatred and enmity between two groups of people i.e., a capitalist and the labour class. The article read:

“B' and the Chief Minister of the State who were good friends have conspired together and acquired 100 hectares of fertile land belonging to the local farmers for Special Economic Zone. To persuade and coerce the farmers not to challenge the acquisition

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'B' got burnt the houses of the farmers and their standing crops through his henchmen. The promises of 'B' that he will employ the local youth is also false as 'B' is getting youth trained from the constituency of the Chief Minister who would be employed in the various Industries to come up in the SEZ area”.

Can the reporter, editor, printer, and publisher of 'X' Times be charged for offence under Section 153A IPC. Give reasons.

(Marks 12.5)

**AND**

**(b)** 'S' a saint was passing through the jungle near the river, where he saw the dead body of a man lying with multiple stab wounds and a knife near the body. 'S' petrified at the ghastly sight of the body felt that he was duty bound to pray for the nirvana of the departed soul. He took the body to the river flowing by the side of the jungle. He put the body on the bank of the river and performed puja for the peace of the departed soul and moved forward toward his destination. In the meantime due to a high tide in the river the dead body got washed away in the river water. On the next day when the police reached they found the knife and the blood at the spot of murder in the jungle. They also saw a trail of blood on the path from which the saint had taken the body to the river side. From the place where the saint performed the puja his book bearing his name and the slippers of the deceased which the saint had removed before performing puja were recovered.

Can 'S' be charged for offence under Section 201 IPC? Give reasons. (Marks 12.5)

**PART-B**

Write a short note, Not exceeding 150 words, on any four of the following topics: (Marks 25 each)

(Note: Weightage will be given whenever case law is cited.)

- (a) Procedure to be followed and precautions to be taken by a Magistrate while recording confessions under Section 164 of the Code of Criminal Procedure, 1973.



Existing in this very general form, power is in no way limited to that which is expressed through law. This kind of thinking encourages a recognition that power can be expressed within the state in numerous forms of administration and surveillance. Welfare administration and control, and the organization of family life can be interpreted as some of many fields in which power is dispersed and yet ordered within the state's 'overall strategy'. Foucault's approach casts doubt on any possibility of maintaining a clear analytical separation of society into a public and a private realm.

**Q. 3. Translate the following passage into Hindi:(Marks 35)**

If one is thinking of ways of making a difference in the lives of one billion plus Indians then a start can only be made if intellectuals realize the many problems, and constraints, of things as they are. If they too buy into the popular myths then there is no way to make a difference. Of course, we need better infrastructure, better schools, hospitals, roads, energy provisions, housing and water. Everybody knows that, but why is little done towards making such public goods available? Among other reasons, it is because intellectuals have shied away from calling a spade a spade and have sided with one or the other popular constructions of reality.

**Q. 4. Translate the following passage into English.(Marks 30)**

'जिस/युग से हम गुजर रहे हैं अगर आप इससे अपरिचित हैं तो मेरी कहानियाँ पढ़िये। अगर आप मेरी कहानियों को सहन नहीं कर सकते तो इसका अभिप्राय है कि यह युग असह्य है। मुझमें जो त्रुटियाँ हैं, वे इस युग की त्रुटियाँ हैं। मेरे लिखने में कोई दोष नहीं। जिसको मेरे नाम से सम्बन्धित किया जाता है, वह वास्तव में आधुनिक समाज का दोष है। मैं अराजकता नहीं चाहता। मैं लोगों के विचारों में उत्तेजना पैदा करना नहीं चाहता। मैं उस संस्कृति और सभ्यता और समाज की चोली क्या उतारूँगा, जो खुद ही नंगी है। मैं इसे कपड़े पहनाने की कोशिश भी नहीं करता। इसलिए कि वह मेरा काम नहीं दर्जियों का है। लोग मुझे स्याह-कलम कहते हैं, लेकिन मैं स्याह तख्ती पर काले चाक से नहीं लिखता। मैं सफेद चाक का इस्तेमाल इसलिए करता हूँ कि तख्ता-स्याह की स्याही और स्पष्ट हो जाये।'

**DELHI JUDICIAL SERVICE (MAINS)  
EXAMINATION, 2014  
CIVIL LAW - I**

Time: 3 hrs.

Max. Marks: 200

**IMPORTANT INSTRUCTIONS**

- All questions are compulsory.
- You are allowed 15 minutes reading time i.e. from 8.45 AM to 9.00 AM, before the examination begins, during which you should read the question paper and, if you wish, highlight and/or make notes on the question paper. However, you are not allowed, under any circumstances, to open the answer sheet and start writing during this reading time.
- You should answer Part-A and Part-B Questions in separate answer sheets. If any question of Part-A is attempted in Part-B answer sheet or vice versa, it would not be evaluated.
- Support your answers with relevant provisions of law, legal principles and case law.

**PART-A**

1. 'A' (hereinafter, "the plaintiff"), claiming himself to be the sole proprietor of the firm 'A & Co.' sued 'X & Co.', a registered firm (hereinafter 'the defendant') in January 2000, for recovery of a sum of Rupees fifty lakhs with interest *pendente lite* and future interest. The plaintiff claimed in the plaint that the firm 'A & Co.' had been dissolved by way of dissolution deed dated 01.01.1985, adduced in evidence as document 'Exhibit P-3', whereby the asset of loan advanced to the defendant, with right of its recovery, had fallen to the share of the plaintiff 'A' now the sole proprietor of the firm 'A & Co.'. The suit is contested by the defendants. At the trial, following facts are proved:

- (a) 'A & Co.' was a partnership firm, with two partners 'A' and 'B', constituted on 01.01.1980 through