

Haryana Civil Service (Judicial Branch) Examination – 2015
Civil Law-I: Paper-I

Time: Three hours

Maximum marks: 200

Notes:

- (i) Candidates are required to attempt all the five questions of equal weightage in the same serial order as they appear in the Question Paper including the parts and sub-parts of the attempted question.
- (ii) Marks are indicated against each part or sub-part of the given question.
- (iii) Support your answer with relevant provisions and judicial precedents.
- (iv) No extra sheet will be provided and the candidates are expected to confine their answers within the limit of the sheets provided in the answer book.

Q.-1. (a) What is a preliminary decree and in what cases such a decree is passed? Enumerate the types of suits in which the Code of Civil Procedure provides for passing of a preliminary decree.

20 marks

(b) Can two preliminary decrees be passed in a suit? Explain with illustration.

10 marks

(c) Can two final decrees be passed in one civil suit? Elucidate.

10 marks

Q.-2. (a) What is the basic principle in deciding amendment application filed by plaintiff? At which stage such an application can be allowed by the court?

10 marks

(b) Does the court has power to strike out the pleadings of the parties to a suit. If yes, then what are the grounds on which such power can be exercised by the court?

10 marks

(c) What is meant by alternate and inconsistent pleadings? Can the parties to a suit incorporate both of these pleadings at the same time?

10 marks

(d) 'A' files a suit for recovery of one lac rupees against 'B'. Can 'B' claim a set off against 'A' and 'C' jointly in his written statement?

10 marks

Q.-3. (a) What is the importance of "ready and willingness to perform" in a suit for specific performance? What happens when the plaintiff has not averred his readiness and willingness to perform in his pleadings?

10 marks

(b) Can a Court grant part performance of a contract on the option of (i) plaintiff, (ii) plaintiff and defendant both, or (iii) defendant only? At what stage of litigation can part performance of contract be accepted by a party?

10 marks

(c) What are the limits within which a court may permit rectification? Whether the relief in this regard is discretionary or mandatory upon the court?

10 marks

(d) How can a contract be rescinded by a party to it in case the other party is not available and can't be served notice?

10 marks

Q.-4. (a) "Every promise is an agreement." Examine the validity of this statement in the light of the relevant provisions of Indian Contract Act, 1872.

10 marks

(b) tarun who is the owner of a mountain bicycle writes a letter to Satish on March 15, 2015 offering to sell him his bicycle for Rs. 50,000. The letter also mentions that the offer will be open till 20th of March 2015. On 18th March, 2015 at 3:50 pm Satish posts a letter of acceptance to buy the bicycle which reaches Tarun at 8:30 pm the same day. Before that at 1:10 pm Tarun has already posted a letter of revocation with reaches Satish at 5:30 pm. Critically examine whether a binding contract has been entered between Satish and Tarun citing relevant provisions of Indian Contract Act, 1872.

10 marks

(c) What are the rights of an unpaid seller under Sale of Goods Act? How and when can such rights be exercised? Also state briefly the consequences of the exercise of such rights by the unpaid seller.

10 marks

RESILIENCE LAW ACADEMY

SCO 158, 1st Floor, SECTOR 24-D, CHANDIGARH. 0172: 5065224, 09855443391

(d) What are the circumstances that could lead to the dissolution of a partnership firm? Does death of one of the partners dissolve the partnership firm automatically? In a situation where a partnership firm is constituted by two partners only what will be the effect of the death one of them on the partnership firm? 10 marks

Q.-5. (a) What is Secondary evidence? Under what circumstances it can be given? Is uncertified copy of public document admissible if original has been destroyed? 10 marks

(b) A 28 year old document is filed by plaintiff in a suit. Document is exhibited in evidence after three years. Will any presumption be available to such document in said suit? 10 marks

(c) 'The Rent Act regulates the incidence of tenancy and inter se rights and obligations of the landlord and tenant.' Comment in the light of the provisions of the Haryana Urban (Control of Rent and Eviction) Act, 1973. 10 marks

(d) Short notes on the followings:

(i) Objective of the Punjab Courts Act, 1918

(ii) Fact-in-issue and relevant facts

(iii) Leading questions

(iv) Res gestae.

(v) Dis-proved and not proved.

10 marks (2x5=10)