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HJS Sup. (Mains)

**Previous Year Paper
(Civil Law-I)
22 Mar, 2024 Shift 1**



HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Punjab & Haryana Superior Judicial Service

MAIN WRITTEN EXAMINATION-2024

Civil Law-I

Time Allowed: 3 Hours

Max. Marks: 200

- Note(s):**
- (i) Candidates are required to attempt all questions in the same seriatim as they appear.
 - (ii) Marks are indicated against each question.
 - (iii) No extra answer sheet will be provided.

- I. (a) 'J' was the lessee and 'P' was the lessor since 1998 in one of the properties on Laxmi Road. In February 2024, 'P' sold his property to 'M'. Will this transaction lead to the determination of the lease between 'J' and 'P'? Explain different modes of determination of the lease under the Transfer of Property Act, 1882. **10 marks**
- (b) 'G', a 67-year-old woman gives her dwelling home to her grandson 'D' on the condition that she will stay in that property till her last breath. Is it a valid gift? Explain in detail the conditions that are valid for gift transactions under the Transfer of Property Act, 1882. **10 marks**
- (c) Mr. Parikshit, who is a Managing Director in one of the leading IT Company holds a very influential position in the Company and has real and apparent authority over the employees who are immediately subordinate to him. Mr. Aravind, who is a Software Engineer and an old employee of the Company, has been aspiring for a promotion since long. For the said promotion, the Performance Appraisal Report is essential, and in which, Mr. Parikshit has a decisive role to play. Mr. Aravind has an immovable property located at a prime location having high market value of Rs. 2 Crores. Mr. Parikshit, using his influential position pressures Mr. Aravind to sell the said property at Rs. 10 Lakhs only. Considering his promotional avenues, Mr. Aravind finds it difficult to refuse the offer and consents to it. Accordingly, within the next two days both execute a contract to that effect, and eventually, the prime property of Mr. Aravind is thus acquired by Mr. Parikshit at a throwaway price. However, after executing the contract, Mr. Aravind is under repentance as the property could have fetched him a much higher price.
- In the light of above factual matrix, examine the validity of the contract between Mr. Aravind and Mr. Parikshit and also comment as to whether the contract can be set aside on the ground of undue influence and/or in adequacy of consideration. **20 marks**



2. (a) What is the procedure to be followed by the executing court in the execution of a decree for possession of the immovable property, if the objection is raised by a person, not bound by the decree? Support your answer with relevant case law. **10 marks**
- (b) Explain the principle that "suit for its maintainability requires no authority of law and it is enough that no statute bars the suit," **10 marks**
- (c) Answer the following:
- i. Mr. Arvind sold goods worth Rs. 1 Crore to Mr. Lalu on 01-01-2015 on a credit of 15 days. The period of limitation begins to run from 16-01-2015. Mr. Arvind became insane on 17-01-2015. He recovered on 15-06-2023. Is he entitled to file suit? Discuss in the light of the relevant provisions under the Limitation Act. **10 marks**
 - ii. How does the law of limitation affect the right of a minor? Substantiate your answer by giving illustrations. 'X' owed Rs. 25000 to 'Y' on a bond which fell due on 1st January, 2013. 'Y' died in an accident on 30th June, 2015 without having brought any suit, and was succeeded by his son 'Z' aged 12 years. Is 'Z' entitled to any extension of time because of his minority? **10 marks**
3. (a) John owned a land measuring 100 Acres. He leased the same to Jaychand at a rent of Rs. 1000/- per year per Acre. Jaychand did not pay the rent for the year 2015. John filed a suit for recovery of rent for 100 Acres of land. The term in the Lease Agreement stipulated that the Lessee shall be liable to pay rent for the area in his actual possession. Jaychand defended the suit contending that the area in his possession under the said Lease agreement was 50 Acres and not 100 Acres. Based on the evidence led, the Court found that the area in possession of the Lessee Jayachand is 110 Acres.
John filed another suit for recovery of the rent for the year 2016 claiming that Jaychand was liable to pay rent for 110 Acres of land. Jayachand again raised the defense that he was in possession of only 50 Acres of land. Can Jayachand raise this defense? **15 marks**
- (b) 'R' was the secretary of 'T'. He had been taking care of a row house, bungalow. and farm belonging to 'T' at his native place since the year 2002. 'F', wanted to purchase a bungalow; he approached 'R' and agreed to purchase the bungalow for Rs.1 Crore. 'R' took Rs. 5 lakh as token amount and handed over possession of the bungalow to 'F'. Is it a valid transaction? Will 'R' become an ostensible owner of the property? If yes, how? If not, why? Explain the specific legal provisions applicable in this situation. **15 marks**
- (c) Mr. A and Mr. B buy a joint property. Dispute arises between both of them, Mr. A starts constructing a house on this land without the consent of Mr. B. Mr. B warns him

that since it is a joint property, he cannot continue with such construction. Mr. B decides to take action against Mr. A. What remedies are available to Mr. B? **10 marks**

4. (a) 'M' and 'N' were real brothers and had 30 acres of ancestral land towards the Haryana Highway in New Delhi and one bungalow in the market area of Delhi Municipal Corporation. 'M' is a farmer cum businessman and asks his brother 'N' for full ownership of 30 acres of land. He offers 'N' to take complete ownership of the bungalow in the Market area in New Delhi. Accordingly, both the brothers divide their properties and adjust each part of the property with mutual understanding.

i. What shall be the legality of this transaction? **10 marks**

ii. Should this transaction have been registered? Give Reasons. **10 marks**

Support your answer with case law.

(b) Two sisters, Akira and Fakira are joint owners of one house. Akira agrees to sell the whole house to one lady called Shakira, however, Fakira refuses to sell the same. Shakira brings a suit for specific performance of the contract under Section 12 of the Specific Relief Act, 1963. Will the claim of Shakira succeed? In what case, the court while enforcing the specific performance of a contract, is bound to not decree the payment of money mentioned in the contract? Explain with the help of relevant provisions. **10 marks**

(c) A property was gifted to a minor boy by his grandmother through a registered Gift Deed; however, the deed was revoked by her after some time. She then executed a registered Development Agreement and a General Power of Attorney in favour of a Developer for the same property. The Father of the boy filed a suit in the capacity of being the guardian of the minor seeking a declaration that the revocation of the Gift Deed was illegal and not binding on the minor and also for perpetual injunction. Subsequently, a compromise was arrived at between the parties vide a Compromise Deed under which it was agreed that the minor would be entitled to the property and the developmental rights accruable to the Developers would be transferred to a third party. However, on attaining majority, the boy files a suit before a civil court praying for the declaration of right, title, and interest over the property and for the declaration of compromise decree along with the revocation of the deed as null and void. The trial court rejects the plaint on the ground that an independent suit would not be maintainable against the compromise decree. Briefly explain the concept of compromise decree and decide the validity of the decision of the trial court with the help of relevant provisions and decided cases.

10 marks

5. (a) Discuss the principles relating to the amendment of pleadings. Can parties be allowed to amend pleadings after the commencement of trial? Is the criteria for amendment of the plaint and written statement the same? **15 marks**

(b) An agreement to sale was executed at Delhi between Harshad, a resident of Delhi, and Delhi Luxury Flats Pvt. Ltd, (DLF) having its Head office in Delhi, to sell a flat situated at Gurgaon in the state of Haryana. Payment for the purchase of the flat was to be made in Delhi. The terms in the agreement mentioned that "only the court at Delhi" will have jurisdiction in case of any dispute between the parties. As the dispute arose between the parties, Harshad filed a suit for specific performance of an agreement to sell at Delhi. The DLF appeared in the matter, filed a written statement, and admitted to the jurisdiction of the Courts at Delhi. Issues were framed by the Trial court. Subsequently, after framing of the issues, the DLF applied to amend the written statement and objected to the jurisdiction of the Delhi court on the ground that it had no territorial jurisdiction to entertain the suit. Explain in the light of the provisions of CPC whether the parties can confer jurisdiction upon court by consent. What would be the status of decree passed by the Delhi court in the above illustrated case, if the Court is found lacking territorial, pecuniary or subject matter jurisdiction. **15 marks**

(c) Explain various measures/directions suggested by the Apex Court in the case of *Rahul Shah v. Jinendra Kumar Gandhi* AIR 2021 SC 2161, *Kattukandi Edathil Krishnan and Another v. Kattukandi Edathil Valsan and Others* AIR 2022 SC 2842 and *Yashpal Jain v. Sushila Devi & Ors.* 2023 DGLS (SC) 1090 to expedite the hearing of the cases. **10 marks**

