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HPJS (Prelims)
Previous Year Paper
(Civil Law-II) Paper-II 2017



BOOKLET NO.

2842

DO NOT OPEN THIS TEST BOOKLET UNTIL YOU ARE ASKED TO DO SO
TEST BOOKLET SERIES

**TEST BOOKLET
PAPER II
CIVIL LAW-II**

B

Time Allowed : 1 Hour]

[Maximum Marks : 100

All questions carry equal marks.

INSTRUCTIONS

1. Write your Roll Number only in the box provided alongside.
Do not write anything else on the Test Booklet.
 2. This Test Booklet contains 50 items (questions). Each item comprises four responses (answers). Choose only one response for each item, which you consider the best/correct.
 3. After the candidate has read each item in the Test Booklet and decided which of the given responses is correct or the best, he has to mark the circle containing the letter of the selected response by blackening it completely with ball point pen as shown below. In the following example, response "C" is so marked :
- (A) (B) (C) (D)
4. Do the encoding carefully as given in the illustrations. While encoding your particulars or marking the answers on answer sheet, you should blacken the circle corresponding to the choice in full and no part of the circle should be left unfilled. In the test ball point pen of black or blue ink is to be used as such you should be very careful while marking the responses. Double marking in the answer sheet will fetch zero mark. You may clearly note that since the answer sheets are to be scored/evaluated on O.M.R., any violation of the instructions may result in reduction of your marks for which you would yourself be responsible.
 5. You have to mark all your responses ONLY on the ANSWER SHEET separately given to you. No erasing/correction fluid is allowed.
 6. All items carry equal marks. Attempt all items. Your total marks will depend only on the number of correct responses marked by you in the Answer Sheet. There will be no negative marking.
 7. Before you proceed to mark responses in the Answer Sheet, fill in the particulars in the front portion of the Answer Sheet as per the instructions sent to you.
 8. After you have completed the test, hand over the Answer Sheet only to the Invigilator. You are permitted to take away with you the test booklet.

DO NOT OPEN THIS TEST BOOKLET UNTIL YOU ARE ASKED TO DO SO

CIVIL LAW-II

Time Allowed : 1 Hour]

[Maximum Marks : 100

1. With reference to the HPURC Act, match List I with List II and select the *correct* answer by using the codes given below the lists :

List I

List II

- | | |
|--|---------------|
| (a) Definitions | (i) Sec. 2 |
| (b) Fine/premium not to be charged for grant, renewal, or continuance of tenancy | (ii) Sec. 13 |
| (c) Cutting off or withholding essential supply or service | (iii) Sec. 11 |
| (d) Landlord's duty to keep the building or rented land in good repairs | (iv) Sec. 8 |

Codes :

- | | (a) | (b) | (c) | (d) |
|-----|-------|-------|-------|------|
| (A) | (iii) | (iv) | (ii) | (i) |
| (B) | (i) | (iii) | (iv) | (ii) |
| (C) | (i) | (ii) | (iii) | (iv) |
| (D) | (i) | (iv) | (iii) | (ii) |

2. No person shall convert a residential building into a non-residential building except with the permission in writing of the Controller. With reference to the HPURC Act, the statement is :

- (A) False as per Sec. 14
- (B) False as per Sec. 12
- (C) True as per Sec. 12
- (D) True as per Sec. 14

3. **Statement I :** Any person aggrieved by an order passed by the Controller may, within fifteen days from the date of such order or such longer period as the appellate authority may allow for reasons to be recorded in writing, prefer an appeal in writing to the appellate authority having jurisdiction.

Statement II : Any person aggrieved by an order passed by the Contrôller may, within thirty days from the date of such order or such longer period as the appellate authority may allow for reasons to be recorded in writing, prefer an appeal in writing to the appellate authority having jurisdiction.

Statement III : In computing the period, the time taken to obtain certified copy of the order appealed against shall be excluded.

Statement IV : In computing the period of fifteen days, the time taken to obtain a certified copy of the order appealed against shall be included.

- (A) Statements I and IV are true while II and III are false.
(B) Statements II and IV are true while I and III are false.
(C) Statements I and III are true while II and IV are false.
(D) Statements II and III are true while I and IV are false.
4. In case of a gift, if the donee dies before acceptance, the gift shall be :

- (A) Valid (B) Voidable
(C) Void (D) Unlawful

5. Lease of vacant buildings is provided under which section of HPURCA ?
- (A) Sec. 18 (B) Sec. 19
- (C) Sec. 20 (D) None of these
6. Where the landlord does not accept any rent tendered by the tenant within the time referred to in section 20 or refuses or neglects to deliver a receipt referred to therein or where there is a bona fide doubt as to the person or persons to whom the rent is payable, the tenant may :
- (A) deposit such rent with the Controller
- (B) deposit in any civil court of the area
- (C) keep it with him for few months
- (D) none of the above
7. When the fair rent of a building or rented land has been fixed under section 4, no further increase or decrease in such fair rent shall be permissible for a period of :
- (A) 2 years (B) 3 years
- (C) 4 years (D) 5 years

8. As per Sec. 30 of the HPURC Act, if the specified landlord who having evicted tenant from a building in pursuance of an order made under subsection (2) of section 15 does not occupy it for a continuous period of three months from the date of such eviction or lets out the whole or any part of such building, from which the tenant was evicted, to any person other than the tenant shall be punishable with the following penalties :
- (A) Imprisonment for a term which may extend to 3 months or with fine which may extend to 1,000 rupees or both.
 - (B) Imprisonment for a term which may extend to 6 months or with fine which may extend to 1,000 rupees or both.
 - (C) Imprisonment for a term which may extend to 6 months or with fine which may extend to 2,000 rupees or both.
 - (D) Imprisonment for a term which may extend to 3 months or with fine which may extend to 2,000 rupees or both.
9. The controller shall not reopen the issues that have been substantially decided in former proceedings or have been settled finally in previous final orders. The statement is :
- (A) True
 - (B) False
 - (C) Depends on Controller's choice
 - (D) The Act does not provide for it

10. A transfer cannot be made directly to an unborn person. The statement is :
- (A) True
 - (B) False
 - (C) Depends on the will of the transferor
 - (D) The Transfer of Property Act does not provide for it
11. As per the TPA provisions, the immovable property shall include :
- (i) Standing timber
 - (ii) Growing Crops
 - (iii) Grass
- Choose the *correct* option :
- (A) only (i) and (ii)
 - (B) only (ii) and (iii)
 - (C) only (i) and (iii)
 - (D) none of these
12. X transfers a farm F to Y on the condition that he shall marry X's daughter D. At the time of transfer, D was dead. The transfer of F is :
- (A) Valid
 - (B) Void
 - (C) Voidable
 - (D) Lawful

13. Sec. 6 of TPA provides that property of any kind may be transferred except the following :

- (i) A mere right to sue
- (ii) A public office or salary of a public officer
- (iii) The chance of an heir-apparent succeeding to an estate
- (iv) A right to future maintenance

Choose the correct combination :

- (A) Only (i), (ii) and (iii) cannot be transferred
- (B) Only (ii), (iii) and (iv) cannot be transferred
- (C) All of the above can be transferred
- (D) None of the above can be transferred

14. **Statement I** : An agreement to which the consent of the promisor is freely given is not void merely because the consideration is inadequate.

Statement II : Inadequacy of the consideration may be taken into account by the court in determining the question whether the consent of the promisor was freely given.

Choose the correct answer :

- (A) Both the statements are true
- (B) Both the statements are false
- (C) Only statement I is true
- (D) Only statement II is true

15. Bank of India Vs. O.P. Swarankar AIR 2003 SC 858 is an important judgment on the following issue :
- (A) Communication (B) Acceptance
- (C) Breach of Contract (D) Invitation to offer
16. The following is the object of the Law of limitation :
- (A) There should be an end to litigation
- (B) *Vigilantibus Non Dormientibus Jura Subveniunt*
- (C) Both of the above
- (D) None of the above
17. The Hindu Marriage Act, 1955 does *not* apply to which of the following ?
- (A) Jain (B) Buddhist
- (C) Parsi (D) Sikh
18. The prohibition of *sapinda* marriage is based on the rule of :
- (A) Exogamy (B) Endogamy
- (C) Polyandry (D) Polygyny

19. With reference to the HM Act, match **List I** with **List II** and select the correct answer by using the codes given below the lists :

List I

List II

- | | |
|-------------------------|---------------|
| (a) Judicial Separation | (i) Sec. 11 |
| (b) Voidable Marriages | (ii) Sec. 10 |
| (c) Void Marriage | (iii) Sec. 13 |
| (d) Divorce | (iv) Sec. 12 |

Codes :

- | | (a) | (b) | (c) | (d) |
|-----|-------|------|-------|-------|
| (A) | (iii) | (iv) | (ii) | (i) |
| (B) | (ii) | (iv) | (i) | (iii) |
| (C) | (i) | (ii) | (iii) | (iv) |
| (D) | (i) | (iv) | (iii) | (ii) |

20. A marriage may be solemnized between any two Hindus under the HMA, 1955, if the following conditions are fulfilled :

- (A) Neither party is incapable of giving a valid consent due to unsoundness of mind
- (B) Neither party has a spouse living at the time of marriage
- (C) The parties are not within the degrees of prohibited relationship
- (D) All of the above

21. Where once time has begun to run, no subsequent disability or inability to institute a suit or make an application stops it. The said principle is provided under the following section of the Limitation Act, 1963 :

- | | |
|-------------|-------------|
| (A) Sec. 9 | (B) Sec. 10 |
| (C) Sec. 12 | (D) Sec. 19 |

22. The period of limitation for suits relating to contracts is :
- (A) 3 years (B) 5 years
(C) 7 years (D) 11 years
23. In computing the period of limitation for any suit, appeal or application, the day from which such period is to be reckoned, shall be :
- (A) Included
(B) Excluded
(C) Depends on the situation
(D) Not provided under Limitation Act, 1963
24. The period of limitation for suits relating to immovable property for foreclosure by a mortgagee is :
- (A) 12 years (B) 30 years
(C) 1 year (D) 3 years
25. Where in any case, the suit or application is based upon fraud or mistake, the period of limitation shall not begin to run until the plaintiff or applicant has discovered the fraud or the mistake. The statement is :
- (i) False
(ii) True
(iii) Provided under Sec 17
(iv) Not provided under Limitation Act
- Choose the *correct* combination :
- (A) None of the options is correct (B) Only (i) is correct
(C) (i) and (iv) (D) (ii) and (iii)

26. Anil Kumar Jain Vs. Maya Jain AIR 2010 SC 229 is a case related to the following provision of HMA, 1955 :
- (A) Sec. 13 B (B) Sec. 14
(C) Sec. 17 (D) Sec. 18
27. In Smt. Seema Vs. Ashwani Kumar AIR 2006 SC 1158, the SC discussed the following issue :
- (A) Judicial separation (B) Saptapadi in Hindu Marriage
(C) Registration of Marriages (D) Maintenance
28. Treating the spouse with Cruelty is a ground for divorce. This has been held in the following case :
- (A) Amarjeet Kaur Vs. Harbhajan Singh (2003) 10 SC 406
(B) Dwarika Prasad Satpathy Vs. Bidyut Prava Dixit JT 1999 (8) SC 329
(C) Samar Ghosh Vs. Jaya Ghosh 2007 (3) SCJ 253
(D) Ghisalal Vs. Dhapubai AIR 2011 SC 644
29. With reference to the Hindu Adoption and Maintenance Act, 1956, match List I with List II and select the correct answer by using the codes given below the lists :

List I

List II

- | | |
|---|---------------|
| (a) Requisites of a valid adoption | (i) Sec. 9 |
| (b) Persons capable of giving in adoption | (ii) Sec. 6 |
| (c) Maintenance of wife | (iii) Sec. 23 |
| (d) Amount of maintenance | (iv) Sec. 18 |

Codes :

- | | | | |
|----------|------|-------|-------|
| (a) | (b) | (c) | (d) |
| (A) (ii) | (i) | (iv) | (iii) |
| (B) (ii) | (iv) | (i) | (iii) |
| (C) (i) | (ii) | (iii) | (iv) |
| (D) (i) | (iv) | (iii) | (ii) |

30. Welfare of minor to be paramount consideration has been provided in :
- (A) Sec. 13 of the Hindu Minority and Guardianship Act, 1956
 - (B) Sec. 6 of the Hindu Marriage Act, 1955
 - (C) Sec. 6 of the Hindu Adoptions and Maintenance Act, 1956
 - (D) Sec. 6 of the Hindu Minority and Guardianship Act, 1956
31. Effect of acknowledgement in writing on period of limitation is provided under the following provision of the Limitation Act, 1963 :
- (A) Sec. 18
 - (B) Sec. 19
 - (C) Sec. 20
 - (D) Sec. 21
32. Hadley Vs. Baxendale is a leading English contract law case that sets the basic rule to determine consequential damages from a breach of contract. The statement is :
- (A) False
 - (B) True
 - (C) Partially true
 - (D) It does not relate to breach of contract

33. Agreements in restraint of Marriage is :

- (A) Unlawful
- (B) Voidable
- (C) Void
- (D) Valid

34. To establish undue influence, a person is deemed to be in a position to dominate the will of another where :

- (A) He holds a real or apparent authority over the another
- (B) He stands in a fiduciary relation to the other
- (C) He makes a contract with a person whose mental capacity is temporarily or permanently affected by reason of age, illness, mental or bodily distress
- (D) All of the above

35. Every promise and every set of promises, forming the consideration for each other, is an agreement. This has been provided under the following section of the Contract Act, 1872 :

- (A) Sec. 2(b)
- (B) Sec. 2(d)
- (C) Sec. 2(e)
- (D) Sec. 2(h)

36. The contracts where one of the parties has almost nil opportunities to bargain over the special terms of the agreement while the other party, usually the big corporate, is in a position to dictate its terms. The terms are prepared by the big corporate while the other party has no choice but either to accept the terms or leave the deal altogether. Such contracts are known as :

- (A) Adhesion Contracts
- (B) Standard form of Contracts
- (C) Voidable Contracts because the giant company may exploit the weakness of the individual
- (D) Both (A) and (B)

37. As per the Indian Contract Act, 1872, the communication of an acceptance is complete :

- (i) As against the acceptor when it comes to the knowledge of the proposer.
- (ii) As against the proposer when it is put in a course of transmission to him so as to be out of the power of the acceptor.

Based on the above two propositions, decide :

- (A) Only (i) is correct.
- (B) Only (ii) is correct.
- (C) Both (i) and (ii) are correct.
- (D) None of the above two propositions is correct.

38. A applies to a banker for a loan at a time when there is stringency in the money market. The banker declines to make the loan except at an unusually high rate of interest. A accepts the loan on these terms.
- (A) The contract is valid and not induced by undue influence
 - (B) The contract is voidable because it is induced by undue influence
 - (C) The contract is void because it is induced by undue influence
 - (D) None of the above
39. A lends a horse to B for his own riding only. B allows C, his close friend, to ride the horse H. C rides H with care but the horse falls accidentally. Both H and C are injured.
- (A) A is liable to pay compensation to B.
 - (B) B is liable to pay compensation to A.
 - (C) C is liable to pay compensation to both A and B
 - (D) Both A & B are liable to pay compensation to C.
40. Which of the following is *not true* in case of wagering agreements ?
- (A) The agreement is void under Sec 23 of the Contract Act
 - (B) No suit shall be brought in any court of law on any wager
 - (C) The amount won under a wagering agreement cannot be recovered
 - (D) Any fresh promise to pay money won under a wager is also void

41. In case of breach of a contract, the party who suffers by such breach is not entitled to receive, from the party causing such breach, which of the following compensations for any loss or damage caused to him thereby :
- (A) That arose naturally in the usual course of the things from such breach
 - (B) That the parties knew when they made the contract, to be likely to result from the breach of it
 - (C) That were too remote and indirect
 - (D) All of the above
42. Which of the following cases is related to the issue of minority in the Contract law ?
- (A) Khan Gul Vs. Lakha Singh
 - (B) Ajodhia Prashad Vs. Chandan Lal
 - (C) Mohori Bibi Vs. Dharmodas Ghosh
 - (D) All of the above
43. In case of non-fulfilment of the contractual obligations, only the parties to the contract can sue each other. This statement may be called as :
- (A) Privity of Consideration
 - (B) Privity of Contract
 - (C) Both (A) and (B)
 - (D) None of these
44. The consideration or object of an agreement is lawful, unless :
- (A) It is forbidden by law
 - (B) It is of such a nature that, if permitted, would defeat the provisions of any law
 - (C) Involves or implies injury to the person or property of another
 - (D) All of the above

45. X contracts to marry Y, being **already married** to Z, and being forbidden by the law to which he is subject to **practise polygamy**.

- (i) X must pay compensation to Y for the loss caused to her by the non-performance of his promise.
- (ii) X is under no obligation to compensate Y under any law
- (iii) An agreement to do an act impossible in itself is void

In view of the above :

- (A) Both (i) and (ii) are correct
- (B) Both (i) and (iii) are correct
- (C) Only (ii) is correct
- (D) Only (iii) is correct

46. The Himachal Pradesh Urban Rent Control Act is an Act to :

- (i) Provide only for the control of rents within the limits of urban areas in the State of Himachal Pradesh.
- (ii) Provide for the control of rents as well as **evictions** within the limits of urban areas in the State of Himachal Pradesh.
- (iii) Provide only for the evictions within the limits of urban areas in the State of Himachal Pradesh.

Choose the *correct* answer :

- (A) Only (i)
- (B) Only (ii)
- (C) Only (iii)
- (D) None of these

47. Match List I with List II and select the *correct* answer by using the codes given below the lists :

List I

List II

- | | |
|---------------------------------------|----------------|
| (a) Conditions restraining alienation | (i) Sec.14 |
| (b) Contingent Interest | (ii) Sec. 53-A |
| (c) Part Performance | (iii) Sec. 10 |
| (d) Rule Against Perpetuity | (iv) Sec. 21 |

Codes :

- | | (a) | (b) | (c) | (d) |
|-----|-------|-------|-------|------|
| (A) | (iii) | (iv) | (ii) | (i) |
| (B) | (i) | (iii) | (iv) | (ii) |
| (C) | (i) | (ii) | (iii) | (iv) |
| (D) | (iv) | (iii) | (i) | (ii) |

48. Rajes Kanta Roy Vs. Santi Debi AIR 1957 SC 255 is a case on the following principle of Transfer of Property :

- | | |
|------------------------------|-------------------------|
| (A) Vested interest | (B) Contingent interest |
| (C) <i>Spes successionis</i> | (D) Gift |

49. With reference to Doctrine of *Lis Pendens* read the following :

- (a) It refers to Fraudulent transfers.
- (b) It imposes a prohibition on transfer or otherwise dealing of any property during the pendency of a suit provided the conditions laid down in the section are satisfied.
- (c) It creates only a right to be enforced to avoid a transfer made *pendent lite*.
- (d) Such transfers are voidable.

Choose the *correct* combination :

- (A) (a), (b) and (c) are correct.
- (B) (b), (c) and (d) are correct.
- (C) (a), (c) and (d) are correct
- (D) All of these are correct

50. Hari Dass Sharma Vs. Vikas Sood (Supreme Court of India judgement dated April 29, 2013) pertains to the following Section of the HP Rent Control Act before the Rent Controller, Shimla :

- (A) Sec. 14(2), where if the Controller, after giving the tenant a reasonable opportunity of showing cause against the applicant, is satisfied that the tenant has not paid or tendered the rent due from him in respect of the building or rented land within fifteen days after the expiry of the time fixed in the agreement of tenancy with his landlord or in the absence of any such agreement by the last day of the month next following that for which the rent is payable.
- (B) Sec. 14(3), where landlord may apply to the Controller for an order directing the tenant to put the landlord in possession : (a) in the case of a residential building, if (i) he requires it for his own occupation.
- (C) Sec. 14(4), where landlord applies for eviction of the respondents from the building on grounds, *inter alia*, that he bona fide required the building for purposes of addition and alteration of the building or rebuilding.
- (D) Sec. 14(1), where the tenant who has been evicted may apply to the Controller for an order directing that he shall be restored to possession of such building or rented land and the Controller shall make an order accordingly.