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MHC DJ

Previous Year Paper (Prelims)



Tamil Nadu District Judge Preliminary Exam
DMS0119 Paper-1 - 2019 Booklet Series : **D**

Booklet No.

1000008

Reg. No.

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Time : 3 Hours
180 minutes

(Marks : 150)

Read the following instructions carefully before you begin to answer the questions.

IMPORTANT INSTRUCTIONS

1. The candidates will be supplied with Question Booklet 15 minutes before commencement of the examination.
2. This Question Booklet contains **150** objective type questions. Before answering, the candidates are requested to check whether all the questions are in serial and ensure that there are no blank pages / Question in the question booklet. In case any defect is noticed, it shall be reported to the Invigilator within first 10 minutes and get it replaced with a new same series Question Booklet, and after 10 minutes, it will not be replaced.
3. The Question paper is set in English. All questions carry equal marks $150 \times 1 = 150$ marks. **For each incorrect answer 0.5 negative marks will be deducted.**
4. You must write your Register Number in the space provided on the top right side of this page. Do not write anything else on the Question Booklet except in the space provided for rough work.
5. Personalized OMR Answer Sheet of the Candidates will be supplied by the Room Invigilator for answering the Questions.
6. You must shade your Question Booklet number in the space provided with Blue or Black ink Ball point pen only.

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1. Lakshmi, a mortgagee brought the mortgaged property situated at Chennai for sale under section 69 of Transfer of Property Act as agreed in the mortgage deed dated 21/2/12 through a public auctioneer. Lakshmi bought the mortgaged property in the public auction on 10/1/18 and got a sale deed registered. Kaveri, the mortgagor offered the mortgage due to Lakshmi and sought for redemption on 17/1/19. Which of the following statements is correct?
- (A) Kaveri lost her right of redemption on 10/1/18 by act of parties.
 - (B) Kaveri has not lost her right of redemption even though the property was sold in public auction and purchased by Lakshmi.
 - (C) Right of redemption ceases on sale of property as per statute.
 - (D) Right of Redemption can be curtailed under section 69 Transfer of Property Act, only by an order of court.
2. Mani availed a loan Rs.1,00,00,000/- from Indian Bank. Velan is his guarantor. After payment towards the principal amount and the interest, the due payable by Mani was Rs.24,00,000/-. The Bank initiated recovery proceedings under SARFAESI Act, without taking action against the guarantor of Mani. Which of the following statements is the most relevant and correct Statement?
- (A) The proceedings initiated by the bank under SARFAESI are sustainable.
 - (B) The proceedings initiated by the bank under SARFAESI are not sustainable.
 - (C) The Bank has to initiate recovery proceedings against Mani as well as the guarantor.
 - (D) As part of the loan has been paid, the bank has to refer the dispute for Mediation.
3. Election Commission of India under Art 324 of the Constitution has the powers of superintendence, direction and control of elections. In this context identify the correct proposition/s of law.
- I. Election Commission therefore exercises administrative, legislative and judicial powers in varying degrees.
 - II. The powers of Election Commission is limited to administrative and judicial aspects.
 - III. Election Commission only have administrative responsibilities of conducting the elections.
- (A) III is correct
 - (B) II is correct
 - (C) I is correct
 - (D) None are correct.

4. "XY" a Software Engineer working in a reputed MNC, was tested positive for HIV and was being treated by Dr. Rajesh. On coming to know that "XY" was engaged to marry "XX" a relative of Dr. Rajesh, the doctor disclosed about the health condition of XY to XX, when he became aware that XY will not disclose his condition to any one. XX called off the engagement. XY sued Dr. Rajesh on the ground that his fundamental right to privacy was violated. Which of the following statements is correct?
- (A) Dr. Rajesh has violated the right of privacy of XY and is liable.
 - (B) Dr. Rajesh has breached the fiduciary relationship he had with his client/patient and so he is liable.
 - (C) Dr. Rajesh has disclosed privileged communication and violated professional ethics and so he is liable.
 - (D) Irrespective of professional ethics, Dr. Rajesh is bound to disclose to XX.
5. Which of the below mentioned statement/statements is/are correct ?
- I. A libel is a defamation in a transient form.
 - II. A slander is defamation in a permanent form.
 - III. At common law, a libel is a civil wrong only.
 - IV. At common law, a slander is both criminal offence as well as civil wrong.
- (A) All the statements are correct.
 - (B) All the statements are incorrect.
 - (C) Statements I and II are alone correct.
 - (D) Statements II and IV are alone correct.
6. "X" stated that "Y"'s deceased mother was a prostitute. Y sued X for damages on the ground that the statement made by X defamed the reputation of his deceased mother.
- (A) Suit is maintainable.
 - (B) Suit is not maintainable.
 - (C) Y can launch criminal prosecution.
 - (D) Both (A) and (C) are correct.

7. When a dispute arises as to whether any person is an educational agency, such dispute,
- (A) Can be resolved by competent authority appointed under Tamil Nadu Recognized Private schools (Regulation) Act.
 - (B) Can be resolved by a Civil Court.
 - (C) Can be resolved by the Educational Tribunal
 - (D) None of the above.
8. The school committee of every private school shall consist of :-
- (A) Representative of School agency, Head Master of the School, Senior most teacher of the School, PTA nominee, Senior most non teaching staff.
 - (B) Representative of School agency, Head Master of the School, Senior most teacher of the School, PTA nominee, Senior most non teaching staff, Secretary of the School, President of the alumni association.
 - (C) Representative of School agency, Head Master of the School, Senior most teacher of the School, PTA nominee, Secretary of the School, President of the alumni association, Assistant Educational Officer.
 - (D) Representative of School agency, Head Master of the School, Senior most teacher of the School, Senior most non teaching staff, Secretary of the School, Chief Educational Officer.
9. In case of electrocution by accident, it should be reported to
- (A) Superintending Engineer
 - (B) Junior Engineer
 - (C) Executive Engineer
 - (D) Electrical Inspector.

10. Krishna filed a suit for ejectment against Sankar figuring him as a tenant. Sankar sets up independent title in the property. Krishna attempted to mark a certified copy of an insufficiently stamped lease deed which had been marked on his side as Ex A8 in another suit filed by him against Velan. The above document was marked in the above previous suit without paying any stamp duty penalty. Sankar is also not a party to the above lease deed and he was also not a party to that suit. Sankar objected to mark the document on the ground of insufficiency of stamp duty. In the later suit,
- (A) The lease deed can be received in evidence for collateral purpose.
 - (B) The lease deed can be received in evidence only on payment of stamp duty with penalty.
 - (C) The insufficiently stamped lease deed can not be received as Sankar is not a party to lease deed that too without recovery of stamp duty with penalty.
 - (D) Section 35 of Stamp Act would not apply to the given situation.
11. Anu, Binu, Cinu, and Dinu who are siblings and joint owners of an immovable property situated at Chennai, are residing in different places. Quoting the consideration for the entire property, a sale deed was executed on sufficiently stamped instruments by Anu, Binu and Cinu. After three months, Dinu comes down to effect the sale deed for his share. The purchaser insists on getting the execution of document done in the same sale deed executed by Anu, Binu and Cinu, as he had paid stamp duty for the entire sale consideration in that document. As the sub- registrar objects, the purchaser filed a suit for mandatory injunction to register the sale in the same document. Which of the following statements is correct?
- (A) The sale by Dinu can be registered in the same sale deed executed by his three siblings.
 - (B) A separate sale deed has to be executed by Dinu
 - (C) A separate sale deed has to be executed by Dinu, but stamp duty can be waived, as it has been paid in the earlier instrument.
 - (D) A separate sale deed has to be executed by Dinu and the stamp duty can later be refunded to the purchaser as it has been paid in the earlier instrument.

12. Statement 1:- The Indian Constitution does not guarantee to the States against their territorial integrity being affected without their consent.

Statement 2:- Theory of " Equality of State rights" does not apply to the Indian Constitution, since it is not the result of any agreement between the States.

- (A) Both the statements are false.
- (B) Both the statements are True.
- (C) Statement 1 is true and Statement 2 is false.
- (D) Statement 1 is false and Statement 2 is True.

13. Mohan, a conferred IAS officer, was serving in a State as one of its Secretaries and was dismissed from service by the State on the ground of grave misconduct.

Which of the following statements is in-correct?

- (A) State Government can dismiss Mohan from the service.
- (B) State Government can initiate disciplinary proceedings against Mohan.
- (C) Union Government can dismiss Mohan from the service.
- (D) Both (B) and (C).

14. Subhash drew a Bill of Exchange in Canada, where the rate of interest is 25% p.a. The bill was accepted by Sundar in Newyork where the rate of interest is 6%p.a. The bill was indorsed in India and was dishonoured. An action on the bill was brought against Sundar in India. He is liable to pay interest at the rate prevailing in:-

- (A) Canada
- (B) Newyork
- (C) India
- (D) Either Canada or Newyork, at his option.

15. Pick out the means of protest that do not come under the ambit of Section 17 immunity under the Trade Union Act.
- (A) Demonstrations outside the factory, at a distance of 200 mts.
 - (B) Gherao.
 - (C) Picketing
 - (D) Demonstrations outside the factory, but at a distance of within 50 mts.
16. Lalitha, a member of a Co-operative society had pledged paddy bags with the said society and obtained loan. The Society issued notice demanding for payment of loan amount with interest. Lalitha filed petition before consumer forum to release the paddy bags pledged after receiving the loan amount. Which of the following statements is incorrect?
- (A) The matter can be dealt with by Consumer Forum.
 - (B) Section 90 of the Cooperative Societies Act impliedly ousts the jurisdiction of all courts and tribunals including civil courts.
 - (C) The dispute has to be adjudicated under the provisions of the Co-operative Societies Act.
 - (D) Both (B) and (C).
17. For application of the TamilNadu Apartment Ownership Act, 1994, the minimum number of apartments and floors required are:-
- (A) Twelve or more apartments, or three or more floors
 - (B) Four or more apartments, or three or more floors
 - (C) Five or more apartments, or three or more floors
 - (D) Eight or more apartments, or three or more floors

18. Balu makes a gift of a house to Sundaram on condition that the gift will be forfeited if Sundaram does not reside in it.
- (A) Both gift and condition are valid.
 - (B) The gift is valid but the condition is voidable.
 - (C) The gift is valid but condition is void.
 - (D) Both gift and condition are void.
19. Barath assigns a life interest in a farm to her daughter Kalai for her maintenance. The deed contains a direction that Kalai shall not cut down the mango trees.
- (A) The gift and direction are invalid.
 - (B) The gift and direction are valid.
 - (C) The gift is valid but direction is void.
 - (D) Both gift and direction are void.
20. The Court passed a decree between two sisters, Kala and Mala declaring that each of them is entitled to half share of the estate. Kala's husband was also appointed as Manager of the property. It however prohibited the sisters from partitioning the property. Mala died and her son sued for partition.
- (A) The son cannot seek for partition as "nemo dat quod non habet" would apply.
 - (B) The son can seek for rendition of accounts only from the manager appointed by the court but not partition.
 - (C) The son can seek for partition as his right cannot be restricted by any decree.
 - (D) The Son cannot seek for partition as doctrine of "ingredients in calceamenta" would apply.
21. Kaliaperumal executed an unregistered document attested by a witness to the effect that upon his death or his wife, the property contained in the instrument shall be inherited by Raja who is a third party to Kaliaperumal's family. Kaliaperumal had two daughters. The document is-
- (A) Yadasthu.
 - (B) Holographic will.
 - (C) Indenture.
 - (D) Invalid Document.

22. A post advertised by the State Trading Corporation prescribes that the minimum years of experience for male applicants as 2 years and for female applicants as 3 years. Pallavi who was having all the requisite qualifications, applies for the post. However in the duration of the selection process, Pallavi filed a Writ, challenging the notification as violative of Article 14 and 16 of the Constitution of India. Which of the following statements is correct?
- (A) Pallavi having participated in the selection process, the writ petition is not maintainable.
 - (B) Pallavi being a participant cannot challenge the process, but she can only file a Public interest litigation.
 - (C) Pallavi being a participant can neither maintain a writ petition nor a public interest litigation.
 - (D) Pallavi can maintain the writ petition though she has participated in the selection process.
23. Which of these is not a consideration while deciding whether a State law shall be void by virtue of repugnancy?
- (A) Whether the State law relates to the Concurrent list or State list.
 - (B) Whether the Union law was legislated after the State law.
 - (C) Whether there is a direct conflict between the two laws.
 - (D) Whether the two laws can be reconciled with each other.
24. Saravanan has been in possession of the property of Balu from 7.2.2005 by means of an unregistered usufructuary mortgage deed. The mortgage amount is Rs 2,00,000/-. Balu failed to pay the mortgage amount and redeem the mortgaged property. Saravanan filed a suit on 21.1.2019 for recovery of the mortgage amount and for sale of mortgaged property. The mortgagor Balu took a plea that the suit is not maintainable based on the unregistered mortgage deed. Which of the following statements is correct?
- (A) The suit is maintainable.
 - (B) The suit is not maintainable.
 - (C) Saravanan has perfected right of mortgagee by adverse possession.
 - (D) Both (A) and (C) are correct.

25. An articulated vehicle means

- (A) A motor vehicle to which a semi trailer is attached.
- (B) A motor vehicle which is a off road vehicle.
- (C) A motor vehicle which is an autorickshaw.
- (D) None of the above.

26. Statement 1:- A stage carriage permit may authorize the use of the vehicle as a contract carriage.

Statement 2:- A stage carriage permit may authorize the use of the vehicle as a goods carriage either when carrying passengers or not.

- (A) Both the statements are false.
- (B) Both the statements are True.
- (C) Statement 1 is true and Statement 2 is false.
- (D) Statement 1 is false and Statement 2 is True.

27. National permits are issued to goods vehicles:-

- (A) For traveling thorough out India.
- (B) For traveling thorough out India except Jammu and Kashmir.
- (C) For traveling across continuous four States.
- (D) For traveling across a minimum of five States.

28. Knock for Knock agreement:-

- (A) Is an agreement between two insurers.
- (B) Is an agreement between two insured.
- (C) Is an agreement between an automobile dealer and insurance company.
- (D) Is an agreement between a manufacturer and automobile dealer to cover risk during transit of vehicles.

29. Rahim filed a suit for declaration of title over an immovable property against Basha. Pending suit Basha sold the suit property to Saleem, who was subsequently impleaded as one of the defendants in the suit. Rahim took the plea of lis pendens. Which of the following statements is correct:
- (A) As per section 2 of Transfer of Property Act, Section 52 would not apply to Mohammedans.
 - (B) Parties are governed by lis pendens under Mohammedan Law and Shariat Act.
 - (C) Both (A) and (B) are correct.
 - (D) None of the above.
30. Ravi, who was in need of money, mortgaged his property for Rs.50,000/- on 5/12/2015 to one Kumar, who was aged about 16 years on the date of mortgage. Kumar filed a suit on 30.10.2018 for sale and recovery of money. Which of the following statements is correct?
- (A) Mortgage deed is not valid because mortgagee is a minor.
 - (B) Mortgage is valid as there is no provision to bar a minor to become a mortgagee.
 - (C) Mortgage is not a contract and it is transfer of interest in immovable property and hence there is no bar for a minor to become a mortgagee.
 - (D) Both (B) and (C) are correct.
31. Arul purchased an immovable property in 1960 from Selvam through a registered sale deed. Arul shall be deemed to have notice of such instrument as from date of :-
- (A) Execution of sale deed.
 - (B) Registration of sale deed.
 - (C) Negotiation to buy property.
 - (D) Delivery of property.

32. Misrepresentation as to quality of the product and thereby causing harm to another's product is called:-

- (A) Infringement of trade mark (B) Extended Passing off
(C) Reverse passing off (D) Passing off

33. Chandran buys goods, removes the label and passes them as his own. Chandran's act would constitute:-

- (A) Infringement of trade mark (B) Extended Passing off
(C) Reverse passing off (D) Passing off

34. ADC company having its headquarters at Brazil, agreed to ship exotic forest produce from the Amazon forest to Roja who has a retail shop in Tamil Nadu. A Cost & Freight contract with ADC company for supply of the goods was entered into by Roja. All relevant documents were sent to Roja who had sought time to make payments. When the goods reached the Chennai port, Roja wanted to inspect the goods to check for damages if any. ADC company refused to allow inspection and so Roja rejected the goods. Which of the following statements is/are correct?

- (A) Roja has a right to inspect the goods at the port of destination in a C&F contract and reject the goods, before making payment on receipt of documents.
(B) Roja has no right to inspect the goods at the port of destination in a C&F contract before making payment on receipt of documents.
(C) Roja has a right to inspect the goods at the port of destination before making payment and she can sue for damages from ADC company, but she has no right to reject the goods.
(D) Roja has a right to inspect the goods at the port of destination and she can claim compensation from the insurance Company for damages if any to the goods.

35. Legal protection for literary titles lies in the field of —————.

- (A) Designs. (B) Patents.
(C) Trademark and Unfair competition. (D) Copyright.

36. Statement 1:- Ramu sells his property to Somu, but sale deed mentions Ravi as the purchaser.
- Statement 2:- Ganesh purports to sell his property to Kumaresh without intending to transfer the title to Kumaresh and continues to retain the title.
- Statement 3:- Seetha lends the entire sale consideration for purchase of an immovable property from her account to Geetha's account and property is purchased in the name of Geetha.
- (A) All the above statements refer to Sham transactions.
- (B) All the above statements refer to Binami transactions.
- (C) Statement 1,3 refers to Sham transactions and Statement 2 refers to Binami transactions.
- (D) None of the above.
37. Vijay, a business tycoon, purchases an immovable property in France in the name of his friend Ajay. Which of the following statements is correct?
- (A) It is prohibited under Indian Penal Code.
- (B) It is prohibited by Binami Transactions(Prohibition)Act.
- (C) It is not prohibited under Black Money Act, 2015.
- (D) None of the above.
38. Jewels kept in a Bank locker by Kannan, was sought to be taken out by his legal heirs after his death. The Bank Manager, Murugan insisted the legal heirs to obtain succession certificate to proceed further. Which of the following statements is correct?
- (A) Succession certificate is necessary as the jewels are valuables kept in the Bank.
- (B) Succession certificate is not necessary as there is no debt.
- (C) Succession certificate is necessary as the bank is the custodian of the jewels.
- (D) Succession certificate is not necessary as it dispenses with proof of title.

39. Ashok had executed two promissory notes in favour of Raman on 21/2/15 and 21/6/15 respectively for different loan amounts. Later Ashok executed a third promissory note for the consideration specified in the two earlier promissory notes and also made endorsements in the earlier promissory notes to the effect that by the third promissory note, the liability under the earlier promissory notes have been discharged. In a suit on the third promissory note, Raman sought withdrawal of that suit on the ground that the third promissory note was insufficiently stamped. The same was allowed. Later On 20/2/18 Raman filed two fresh suits based on the promissory notes dated 21/2/15 and 21/6/15. Which of the following statements is correct?
- (A) The Suits filed by Raman are maintainable.
 - (B) The Suits filed by Raman are not maintainable.
 - (C) Raman shall file the suit only based on the insufficiently stamped third promissory note.
 - (D) The subsequent suits are hit by Or23 Rule 1 (4) CPC.
40. Ajay through an agreement received a sum of Rs.75,000/- for supply of lottery tickets to Vijay in Tamil Nadu. Ajay failed to supply the tickets. Vijay sued Ajay for recovery of Rs.75,000/-. Which of the following statements is correct?
- (A) Vijay cannot recover the amount as the agreement is forbidden by Law.
 - (B) The agreement is against public policy.
 - (C) In Pari Delicto (both are equally wrong) and hence it cannot be enforced.
 - (D) None of the above.
41. Rahim contracts with Riyas to sell and deliver to Riyas, on the 1st of March, certain cloth which Riyas intends to manufacture into caps of a particular kind, for which there is no demand, except at that season. The cloth is not delivered till after the appointed time and too late to be used for that year in making the caps. Riyas sued Rahim. Riyas is entitled to:-
- (A) Expenses which Riyas has been put to in making preparation for the manufacture.
 - (B) Profits which Riyas expected to obtain by making caps.
 - (C) The Difference between the contract price of the cloth and its market price at the time of delivery.
 - (D) Both (B) and (C).

42. Which of the following method/methods is/are Non- Patentable?

- I. Method of calculating the average speed of a helicopter.
- II. A computer program for printing documents using printer.
- III. A method of remembering names.
- IV. A method of setting an attacking field by positioning fielders in the short leg and silly point positions close to the batsman on either side of the pitch to get the batsman out.

- (A) None of the above methods are patentable.
- (B) Only I, III, and IV are Non- Patentable.
- (C) Only I and IV are Non- Patentable.
- (D) Only I is Non- Patentable.

43. Match the Following:-

| | | | |
|-----|---------------------------------|---|--|
| I | Primary Infringement means | M | One who, with knowledge of the infringing activity, induces, causes or materially contributes to the infringing conduct of another |
| II | Secondary Infringement means | N | One who, had the ability to control the direct infringement by another person and derived financial benefit from it. |
| III | Contributory Infringement means | O | An act of direct infringement which doesn't require knowledge or intention to infringe |
| IV | Vicarious Infringement means | P | Facilitating another person or group in infringement without any direct knowledge |

(A) I – M, II- N, III- O, IV – P.

(B) I – N, II- P, III- M, IV – O.

(C) I – P, II- N, III- O, IV – M.

(D) I – O, II- P, III- M, IV – N.

44. Which of the following is "Deep pocket theory" :-

- (A) Though there is breach of policy, the insurer is liable to pay and recover the amount from insured.
- (B) The indirect but effective prevention of a legislative bill from becoming law by declining to return it to Parliament until it has been adjourned.
- (C) Election commission directing the candidates to disclose the expenditure incurred by them for campaigning.
- (D) All educational institutions are supposed to provide free education to marginalized children.

45. The doctrine of "Unjust Enrichment" was originally based on principle of assumpsit and later came to be based on doctrine of restitution. The above statement is:-

- (A) Wholly correct.
- (B) Wholly incorrect.
- (C) Partly correct.
- (D) Unjust enrichment is totally unconnected and irrelevant to doctrine of restitution.

46. An "executor de son tort" means:-

- (A) A wrong committed by an executor appointed by a testamentary instrument.
- (B) A wrong committed by an executor appointed by the court.
- (C) A wrong committed by minor who is incapable of entering into a contract.
- (D) An executor of his own wrong.

47. Raja and Ramu are joint promisors, for a debt they owed Ramesh based on a promissory note dated 12/3/15. Ramesh sued Raja on 12/3/16 and obtained a decree for the debt amount. Later on coming to know that Raja was bankrupt, Ramesh filed another suit against Ramu for the debt on 11/1/18.
- (A) The suit filed against Ramu is not maintainable being barred by Res Judicata.
 - (B) The suit filed against Ramu is maintainable.
 - (C) The suit is barred under Order II Rule 2 CPC.
 - (D) Both (A) and (C) are correct.
48. The District Forest Officer conducted an auction for taking out forest produces for a period of three years. The bidders were required to deposit earnest money as a condition of auction. Ram, a forest contractor deposited the earnest money and bid for the contract. The hammer fell in his favour as he had bid the highest. As the amount of contract being more than what the District Forest Officer could accept, the matter was referred to the Chief Conservator of Forests for his signature. Before the Chief Conservator could sign, a dispute arose between the Ram and the Government and Ram sued for damages and breach of Contract.
- (A) Ram is not entitled to damages for breach of contract as the contract has not come into existence.
 - (B) Ram is entitled to damages as the contract entered into through auction comes into existence at the fall of the hammer.
 - (C) Ram is entitled to damages as the contract is concluded as per Article 299 of the Indian Constitution and so Ram is entitled to damages.
 - (D) Ram is not entitled to damages for breach of contract as "Doctrine of Frustration" is applicable.
49. Geetha and Seetha used to do business often together. In August 2018, they enter into a contract. Seetha has certain confidential information from her private source about some change in price that would affect Geetha's willingness to proceed with the contract. Which of the following statements is correct ?
- (A) Seetha is bound to inform Geetha about the change in price because she is in Uberrimae fidei.
 - (B) Seetha is bound to inform Geetha about the change in price because they have been doing business in the past.
 - (C) Seetha is bound to inform Geetha about the change in price because the non disclosure would amount to fraud.
 - (D) Seetha is not bound to inform Geetha about the change in price.

50. Which of the following acts prohibits registration of design under the Designs Act, 2000.

- I. The application of design made within twelve months from the date of display of design in exhibition
 - II. The registration is obtained subsequent to the disclosure of a design by the proprietor to any other person in good faith.
 - III. A design which is not significantly distinguishable from the known designs or combination of known designs.
- (A) All the above acts prohibit registration of design.
 - (B) Only the acts stated in II and III prohibit registration of design.
 - (C) Only the acts stated in I and III prohibit registration of design.
 - (D) None of the acts prohibit registration of design.

51. Statement 1:- In the case of registration of Geographical Indications, the raw materials should be sourced in the place of origin and the processing of the product should also take place there.

Statement 2:- For Appellation of Origin, a single criterion attributable to geographical origin is sufficient.

- (A) Both 1 and 2 are correct.
- (B) Both 1 and 2 are incorrect.
- (C) 1 alone is correct.
- (D) 2 alone is correct.

52. In the execution petition filed by Kannan against Rajan to realize the decree amount, the Court passed an order of attachment of property on 12.6.2016. One Sekar has been in possession of the property attached. He filed an application under Order 21 Rule 58 CPC to raise the attachment claiming title by adverse possession against the judgment debtor. The judgment debtor has objected to the plea of adverse possession. Which of the following statements is correct?

- (A) The petition filed by Sekar is maintainable.
- (B) The petition filed by Sekar is not maintainable.
- (C) Sekar has to file a suit for perpetual injunction.
- (D) The executing court has to relegate the parties to the civil court.

53. In a suit filed by Soman for partition of his undivided $\frac{1}{8}$ th share in the co-parcenary undivided agricultural property, a preliminary decree was passed in his favour. Before passing of final decree, he executed a gift deed in favour of his wife in respect of his $\frac{1}{8}$ th share. Soman's brother Gopal, challenged the validity of the gift deed. Which of the following statements is correct?
- (A) The gift deed executed by Soman with respect to his $\frac{1}{8}$ share is valid.
 - (B) The gift deed executed by Soman is not valid as the property has not been divided by metes and bounds.
 - (C) The gift deed is subject to doctrine of lis-pendens.
 - (D) The gift deed executed by Soman is not valid as it is hit by section 22 of Hindu Succession Act, 1956.
54. A party to arbitration can seek interim measures of relief from the court under the following circumstances.
- (A) At any stage before passing of arbitral award.
 - (B) At any stage before conclusion of arbitral proceedings.
 - (C) At any stage till the disposal of petition under section 34 of the Arbitration and conciliation Act.
 - (D) At any stage before enforcement of arbitral award.
55. In its applicability to Commorientes, Section 21 of the Hindu Succession Act differs with Section 105 of the Indian Succession Act. The above statement is
- (A) Correct.
 - (B) It is an incorrect statement since the Rule applies only to Anglo-Indians settled in Goa.
 - (C) It is an incorrect statement since the Rule applies only to renouncants.
 - (D) It is an incorrect statement since the Rule applies only to Hindu Maplahs of Malabar.

56. Which of the following Acts confers powers on Court to act according to justice, equity and good conscience in cases where no specific Law or Rule exists while deciding any question regarding succession, inheritance, marriage or caste or any religious usage or institution?
- (A) Tamil Nadu Civil Courts Act.
 - (B) Government of India Act 1935.
 - (C) The Indian High Courts Act, 1931.
 - (D) Government of India Act 1919.
57. The "Courts of Wards" is :-
- (A) The Civil Court of ordinary original civil jurisdiction.
 - (B) The Board of Revenue.
 - (C) The Government
 - (D) SARA and CARA
58. Veda executed a registered WILL in favour of her son Yajur bequeathing all her properties to him. Later owing to personal disputes with Yajur, Veda sent him an email wherein she had stated that as Yajur had not taken care of her properly, she was revoking the WILL executed in his favour. The e-mail was also marked to all her other children.
- (A) The WILL is impliedly revoked.
 - (B) The WILL is expressly revoked in writing.
 - (C) The WILL continues to be valid.
 - (D) It is revocation by operation of law.

59. Sundar executed a sale deed in favour of Ravi on 22/6/2017 with respect to his house in Chennai. The said document was presented and registered by the Sub-Registrar, Saidapet on 21/4/2018. Later Sundar, on 30/4/2018 unilaterally canceled the sale deed and he also refused to vacate the property. In the suit filed by Ravi for recovery of possession based on title, Sundar denied Ravi's title. Which of the following statements is correct?
- (A) Ravi is entitled to claim title and recovery of possession from Sundar.
 - (B) Ravi is entitled to claim title and recovery of possession along with costs from Sundar.
 - (C) Ravi is entitled to claim title and recovery of possession along with compensatory costs from Sundar.
 - (D) None of the above.
60. The Foreigner Tribunal and later the Gauhati High court refused to accept the Grama Panchayat certificate of identity in the proceedings for the registration as citizens and issue of identity cards in the state of Assam. What is the current position of its admissibility?
- (A) It is not admissible as per the Gauhati High Court's ruling.
 - (B) It is admissible as a supporting document as per the ruling of the Supreme Court of India.
 - (C) The Supreme Court is yet to decide on the aspects as the writ petition is pending.
 - (D) It is admissible by a decision of the Gauhati High Court in review.
61. The State, in addition to obeying the Constitution's negative injunctions not to interfere with certain of the citizens' liberties, must fulfil its positive obligation to protect the citizens' rights from the encroachment by society and strive to promote realization of the rights by its people. This idea in constitutional theory would be more appropriately suited to which of the following terms:-
- (A) Constitutional Mandate
 - (B) Constitutional Review
 - (C) Positive Constitutionalism
 - (D) Negative Constitutionalism.

62. Can the Union Government acquire property owned by a State for Government purposes?
- (A) The Powers of the Union under entry 42 List III, to acquire "property" includes the power to acquire property owned by a State.
 - (B) The Powers of the Union under entry 42 List III, to acquire "property" does not include the power to acquire property owned by a State as it would be encroaching upon its sovereignty.
 - (C) The Powers of the Union does not extend to acquiring property owned by a State as it is against the basic structure of the Constitution.
 - (D) The Powers of the Union does not extend to acquiring property owned by a State as the doctrine of implied powers is not applicable while interpreting the Indian Constitution.
63. A foreign company issued a cheque in Singapore drawn on its bank in Singapore, in favour of Raman, an Indian, doing business with the foreign company. Raman who is residing at Madurai presented the cheque in a bank in Madurai and the same was dishonoured. Raman initiated proceedings under section 138 of the Negotiable Instruments Act. There is a presumption to the effect that:-
- (A) The Criminal laws regarding negotiable instruments vary from country to country.
 - (B) The Cheque would have been issued in accordance with Indian Law.
 - (C) The laws of foreign country regarding cheques are the same as that of India.
 - (D) Both (B) and (C).
64. Which of the following statement/statements is/are correct?
- I. Legal damage can be presumed in case of violation of qualified right
 - II. Legal damage can be presumed in case of violation of absolute right.
 - III. To presume legal right, there need not be any damage.
 - IV. To presume legal right, there must be patent damage.
- (A) All the four statements are correct.
 - (B) All the four statements are incorrect.
 - (C) Only II and IV are correct.
 - (D) Only II and III are correct.

- 

68. Nanda executed an unregistered deed of conveyance to Babu in respect of an immovable property worth Rs 50,000/-. Nanda executed a registered document to Babu confirming the unregistered deed. The ownership to Babu would commence from-
- (A) The date of execution of second document.
 - (B) The date of execution of first document.
 - (C) The date of registration of second document.
 - (D) Both the document would not confer ownership on Babu.
69. Kishore executed a gift deed in favour of Sukumar. Before registration of gift deed, Kishore passed away. Sukumar presented the gift deed before Sub-Registrar for registration. Which of the following statements is correct ?
- (A) The Sub-Registrar shall not register the gift deed.
 - (B) The Sub-Registrar shall register the gift deed.
 - (C) Gift deed becomes invalid.
 - (D) Both (C) & (A) are correct.
70. Arjun executed a gift deed in favour of Murugesan in the presence of two witnesses and handed over the original deed to Murugesan. Arjun refused to come forward to register the gift deed. Murugesan presented the gift deed before Sub-Registrar for registration.
- (A) The Sub-Registrar can register the gift deed against the wishes of the donor.
 - (B) The Sub-Registrar cannot register the gift deed against wishes of the donor.
 - (C) The Sub-Registrar can relegate parties to a Civil Court to get a declaratory decree.
 - (D) The gift deed becomes invalid.

71. 1. Mehta enters into a transaction that would normally not be entered into but for the tax benefits to be derived therefrom.
2. Notwithstanding the absence of any business reason, Shahul enters into a transaction and reaps greater benefits than by abstaining from it.

The above statements represent :

- (A) Tax evasion
- (B) Gimmick
- (C) Tax avoidance
- (D) None of the above

72. Prashant is the accused in a murder case. With the objective of proving his innocence, and in the absence of his appointed lawyer, Prashant asks the police to conduct the interrogation using narco – analysis and a lie detector test and the police also conducts the tests the same day. Unfortunately for Prashant, the results of the tests are so inconsistent with each other that the police are now even more convinced that he had committed the crime. Prashant's lawyer, who is now aware of the situation, moves the court to exclude the results of the tests and seeks a declaration that his client's right against self- incrimination has been violated. The court is most likely to declare that:

- (A) Prashant voluntarily consented to the tests and as such, his right under Art.20(3) was not violated.
- (B) Prashant's right under Art 20(3) was violated because the administering of the narco-analysis and lie detector tests is unconstitutional whether accused consented to or not.
- (C) Prashant's right under Art 20(3) was violated as he was unaware of the implications of the tests and was not having the assistance of a lawyer before or during the conducting of the tests.
- (D) Prashant's right under Art 20(3) was not violated because the tests were promptly administered and were otherwise inconclusive.

73. Will the provisions of the Real Estate (Regulation and Development) Act, 2016, be applicable to agreement of lease?
- (A) Provisions of the Real Estate (Regulation and Development) Act, 2016 are specific to projects between promoters, builders and allotted persons and does not include lessor and lessee.
 - (B) The Real Estate (Regulation and Development) Act, 2016 directly applies to lessor and lessee.
 - (C) The provisions of the Real Estate (Regulation and Development) Act, 2016, are applicable to the long term leases as per the rule of Suppression of Mischief.
 - (D) None of the above.
74. Does the Real Estate (Regulation and Development) Act, 2016 oust the jurisdiction of Consumer Disputes Redressal Commissions?
- (A) Yes, since all civil courts are barred from entertaining any suit or proceeding in respect of any matter which the Authority or the adjudicating officer or the Appellate Tribunal.
 - (B) No bar of jurisdiction to any court/forum is envisaged by the Act.
 - (C) The Act specifically permits the jurisdiction of the State and National Consumer Redressal Commissions.
 - (D) The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force and there is no bar of jurisdiction of Consumer Redressal Commissions.
75. The Draft Constitution in the Drafting Committee of the Constitution of India was prepared by :
- (A) Alladi Krishnaswami Ayyar.
 - (B) B.Narsing Rau
 - (C) Dr. B.R. Ambedkar.
 - (D) Nalini Ranjan Ghosh.

76. Rahul originally leased his land to Varun, and later through an unregistered instrument sold the same to him in the year 2016 for a consideration of Rs.75,000/-. Varun continued in possession as owner. In 2017, Rahul sold the land to Kabil by a registered sale deed. Kabil Sued Varun for the rent alleging that Varun was in possession as tenant.
- (A) Kabil is entitled to rent.
 - (B) Kabil is not entitled to rent.
 - (C) Kabil's registered sale deed would have priority over Varun's unregistered sale deed.
 - (D) Both (C) and (B).
77. Devi is the wife of Kamal. Latha is their daughter. Latha, in consideration of rupees one lakh paid to her by Kamal, executed a release of her right to share in the inheritance to Kamal's property through a registered release deed. After Kamal's demise, Latha claims share in the property. Devi resists the claim and sets up title based on the release signed by Latha.
- (A) Latha cannot claim the share since she relinquished her share.
 - (B) Latha has to bring into account the Rs. 1,00,000/- and can get her 1/2 share.
 - (C) Having transferred her right to property for Rs.1,00,000/-, She cannot later claim any share in it.
 - (D) Latha as daughter of Kamal can claim $\frac{1}{2}$ share as his class 1 legal heir and the remaining half share will devolve on Devi.
78. Gobi agrees to sell to Kannan a certain quantity of school bags deliverable on a future day. Before the due date, Kannan assigns his beneficial interest in the contract to Prasad. Thereafter, Gobi commits breach of contract. Prasad sued Gobi for damages for not delivering the bags. Which of the following statements is correct in the given facts?
- (A) Prasad is not entitled to sue Gobi for damages as it is barred under section 6 of the Transfer of Property Act.
 - (B) Prasad is entitled to sue Gobi for damages.
 - (C) There is no privity of contract between Gobi and Prasad and the personal right cannot be enforced.
 - (D) Right to sue can be transferred.

79. Statement 1. Suresh a tax payer arranges his affairs in such a way within the law that he pays a minimum tax. It is —————.
- Statement 2. Rahim a tax payer eliminates altogether or considerably reduces his correct tax by illegal means. It is —————.
- (A) Statement 1 - Tax evasion, Statement 2 - Tax avoidance.
- (B) Statement 1 - Tax avoidance, Statement 2 - Tax evasion.
- (C) Statement 1 - Tax evasion, Statement 2 - Gimmick.
- (D) Statement 1 - Tax avoidance, Statement 2 - Gimmick.
80. Statement 1:- The act of registration of copyright is purely voluntary and non-registration doesn't affect the copyright in the work.
- Statement 2:- The infringer must be deemed to have knowledge about the copyright owner and such knowledge cannot be attributed unless there exists a registration of copyright.
- (A) Both the statements are false.
- (B) Both the statements are True.
- (C) Statement 1 is true and Statement 2 is false.
- (D) Statement 1 is false and Statement 2 is true.
81. In the execution petition filed by Jothi against Kumar to realize the decree amount, the Court passed an order of attachment of property on 2.4.2014. One Sankar was in possession of the property attached. The order of attachment was affixed in the property on 5.4.2014 and Sankar became aware of it on 5.4.2014 itself. Sankar went abroad on 7.4.2014. Mean while in the execution proceedings, the property was not sold for some reasons. After returning to India, Sankar filed an application on 6.6.2018 under Order 21 Rule 58 CPC to raise the attachment. Which of the following statements is correct?
- (A) The petition filed by Sankar is maintainable.
- (B) The petition filed by Sankar is not maintainable.
- (C) Sankar has to file a separate suit.
- (D) Sankar need not file any application and he can simply ignore the attachment.

82. Shiva bequeathes his property to Narain with a condition that Narain shall enjoy after attaining 25 years. The bequeath is:-
- (A) Contingent Interest
 - (B) Fortuitous Interest
 - (C) Vested Interest
 - (D) The bequeath is Contingent till the person attains 18 years and then it becomes vested.
83. Narayana Namboodri of Aramanaa Illam has his two sisters, his nephew and niece living with him. He bequeathes $\frac{1}{2}$ of his properties to a religious institution through a registered WILL dated 12/12/2018. The WILL is also deposited with the Sub-Registrar's office on the date of execution itself. Narayana Namboodri died on 4/4/2019. The WILL was challenged by the nephew of Narayana Namboodri.
- (A) The claim is to be sustained as bequest by Narayana was in excess of $\frac{1}{3}$ rd of his entire property.
 - (B) The claim is not to be sustained as bequest by Narayana was not in excess of $\frac{2}{3}$ rd of his entire property.
 - (C) The claim can be sustained, but not for the reason that it was against section 118 of the Indian Succession Act.
 - (D) The claim is to be sustained as it was against section 118 of the Indian Succession Act.
84. Rule of Damdupat under Hindu Law means:-
- (A) Agnates will exclude cognates
 - (B) The amount of interest which can be recovered cannot exceed the principal amount.
 - (C) Agnates will have preferential claim over cognates.
 - (D) Widow's limited rights blossoms absolute right.

85. Basu, a performing artist contracts with Air Asia to take him on journey from Calcutta to Sydney on 31/12/2018 in its flight and Basu pays to Air Asia by way of deposit one half of the flight charges. The flight did not take off on that day and so Basu had to remain in Calcutta for another day spending money from his pocket. Basu left for Sydney on the next day in a Jet Airways flight. As Basu had not arrived on 31/12/2018 and arrived late in Sydney, he lost a huge amount of money. Basu sued Air Asia. He would be entitled to claim from Air Asia:-
- (A) His deposit with interest and expenses incurred for additional stay in Calcutta and excess of the flight charges paid for the Jet Airways flight over that agreed upon with Air Asia.
 - (B) Amount of money lost by arriving late in Sydney.
 - (C) Both (A) and (B)
 - (D) His deposit and expenses incurred for additional stay in Calcutta and excess of the flight charges paid for the Jet Airways flight over that agreed upon with Air Asia.
86. Tara lent a sum of Rs.25,00,000/- on a promissory note to Mia for which Sara stood as surety. Later Tara demanded repayment from Sara and on refusal, sued Sara on the promissory note. Sara in order to buy time, contested the suit, but suffers a decree for Rs.25,00,000/- on promissory note and costs Rs.50,000/-. Which of the following statements is correct?
- Statement 1: Sara can recover later from Mia Rs.25,50,000/-
- Statement 2: Sara can recover from Mia Rs.25,00,000/-
- Statement 3: There is an implied promise by the principal debtor to indemnify the surety whatever sums she has rightfully paid.
- (A) Statements 1 & 3 are correct, statement 2 is incorrect.
 - (B) Statements 2 & 3 are correct, statement 1 is incorrect.
 - (C) Statement 1 alone is correct, statements 2 & 3 are incorrect.
 - (D) Statement 2 alone is correct, statements 1 & 3 are incorrect.
87. A, B, C, as sureties for D, enter into three several bonds, each in a different penalty, namely, A in the penalty of Rs.10,000/-, B in that of Rs.20,000/-, C in that of Rs.40,000/- conditioned for D's duly accounting to E. D makes default to the extent of Rs.40,000/-. What would the extent of B's liability be :-
- (A) Rs.10,000/-
 - (B) Rs.11500/-
 - (C) Rs.15,000/-
 - (D) Rs.20,000/-

88. Suni had borrowed a part of speech which was only 2 minutes duration in a film of 3½ hours duration, without the consent of Rani who was the owner of the copyright. Suni had given end credits to Rani in her work. The borrowed speech was delivered by the main artist of Rani's film in the climax scene and it was believed in trade circles that this substantial part of the film was also one of the reason behind the unprecedented success of the film. Did Suni infringe the copyright of Rani.

- (A) No, Suni has given due credit for the speech which was only a minor portion borrowed from Rani's work and therefore it is not infringement.
- (B) Yes, Suni infringed the copyright of Rani.
- (C) The act of Suni is a fair dealing and it is not an infringement.
- (D) No, as de minimis doctrine would apply in Suni's favour.

89. Match the following

| | | | |
|-----|-------------------------|---|--|
| I | Anton Piller Order | a | To freeze the assets of the Infringer. |
| II | Ashok Kumar Order | b | Discovery of Information. |
| III | Mareva Injunction | c | Against unknown infringers. |
| IV | Norwich Pharmacal Order | d | Search and Seizure. |

- (A) I - a, II - b, III - c, IV - d.
- (B) I - b, II - c, III - a, IV - d.
- (C) I - c, II - d, III - b, IV - a.
- (D) I - d, II - c, III - b, IV - a.

90. Ramesh a manufacturer of hosiery entered into a CIF contract with Aaron a garments retailer in Netherland, for sale and supply of goods. Aaron had paid 50% of the sale consideration as advance while placing the order. Ramesh shipped the goods and tendered the bill of lading and all other relevant documents to Aaron. The goods were lost in transit. Ramesh sued Aaron and the insurance company for balance of sale consideration for supply of goods and Aaron filed a counter claim for refund of advance amount. Which of the following statements is correct.

- (A) As the goods were lost during voyage, force majeure clause would apply.
- (B) Insurance company shall pay Ramesh and Aaron.
- (C) Ramesh shall pay Aaron and later recover it from the Insurance company.
- (D) Aaron shall pay Ramesh and later recover it from the insurance company.

91. "Devastavit" means and includes:-

- I. Violation of certain duties by administrator resulting in personal liability for the consequent loss.
- II. Violation of certain duties by executor resulting in personal liability for the consequent loss.
- III. Violation of certain duties by beneficiary resulting in personal liability for the consequent loss.

- (A) Both I and III
- (B) Both I and II
- (C) Both II and III
- (D) I, II and III

92. Thangam leased out his agricultural lands on a yearly rent of Rs.35,000/- to Mani, who defaulted in payment of rent for 2 years. Thangam died leaving behind his wife and 2 sons as his legal heirs. The legal heirs filed a suit for Ejectment and Recovery of rent.

- (A) The Court can proceed with the trial and but shall pass decree only after the parties produce succession certificate.
- (B) The Court can proceed with the trial and pass a decree without insisting on a succession certificate.
- (C) The Court can impose a condition in the decree that execution proceedings can be initiated only on the production of succession certificate.
- (D) The trial can be proceeded only after production of succession certificate.

93. Rajan, a mortgagee died intestate leaving behind his wife and two daughters as his legal heirs. The legal heirs filed a suit for sale of mortgaged property and realize the mortgage dues.

- (A) The Court can proceed with the trial and shall pass decree only after the parties produce succession certificate.
- (B) The Court can proceed with the trial and pass a decree without insisting on a succession certificate.
- (C) The Court can impose a condition in the decree that execution proceedings can be initiated only on the production of succession certificate.
- (D) The trial can be proceeded only after production of succession certificate.

94. The contract where one of the parties has almost nil opportunities to bargain over the special terms of the agreement and they have no choice but to accept the terms or leave the deal together, while the other party is in a position to dictate its terms is called as:-

- | | |
|-----------------------|------------------------|
| (A) Adhesion Contract | (B) Void Contract |
| (C) Voidable Contract | (D) Statutory Contract |

95. Which of the following statements is correct?

Statement 1. A suit for declaration that the mortgage has been paid in full is maintainable.

Statement 2. A suit for declaration that a mortgage is good only to the extent of the amount paid is maintainable.

Statement 3. A mortgage decree holder may sue for a declaration that his mortgage decree is binding upon members of the judgment debtor's family.

Statement 4. A mortgagee can perfect "right of mortgagee" by adverse possession.

- (A) Statements 1, 2, 3, 4 are correct.
(B) Statement 4 alone is correct.
(C) Statements 2, 3 are correct.
(D) Statements 1, 3, 4 are correct.

96. Somesh went to a cinema theatre and wanting to watch the movie without any baggage in his hand, he purchased a ticket for safe keeping of his baggage from an automatic ticket vending machine and deposited his baggage in the cloak room. On the reverse of the ticket, it was printed in bold that the owner of the theatre or the person manning the cloak room will not be liable if any baggage go missing. After the show was over, Somesh came out and found that his baggage were missing. Which of the following statements is correct ?

- (A) The theatre owner is liable to pay damages.
(B) The theatre owner and Somesh are both bound by the conditions printed on the ticket.
(C) Somesh ought to have read the conditions stipulated in the ticket which is binding on him.
(D) Both (C) and (B).

97. Rules, which directly or indirectly effect the distribution or exercise of sovereign power, is called :
- (A) Statutory Law
 - (B) Constitution
 - (C) Constitutional Law
 - (D) International Law
98. "The claim that any Law will be invalid if it is in conflict with any of the provisions of the Constitution, is not correct and there are exceptions to it". This statement is
- (A) Correct
 - (B) Incorrect and against the law laid down in Maneka Gandhi case.
 - (C) Incorrect and against the law laid down in Minerva Mills case.
 - (D) Incorrect and against the law laid down in NALSA vs Union of India.
99. Abraham, an Usufructuary Mortgagee has been in possession of property situated in Kumarapalayam village, Erode, which belonged to the Mortgagor Suresh from the year 1965. Kumar a third party purchased the mortgaged property in 1969 and filed a suit in 1993 for redemption of the Mortgage. Kumar sought for redemption without deposit of Mortgage amount based on Debt Relief Act.
- (A) The mortgage can be redeemed only on payment of the Mortgage amount.
 - (B) The mortgage can be redeemed without payment of the Mortgage amount.
 - (C) The interest amount alone can be waived under the Debt Relief Act.
 - (D) The mortgage created in 1965 would not come under the purview of Debt Relief Act, 1979.

- 100.** With the permission of the Commissioner of HR&CE, the lessee constructed a building in the property leased out to him by a public charitable trust. After termination of lease by the lessor, the lessee filed a suit for recovery of amount incurred by him for the construction of the building. Which of the following statements is correct?
- (A) The public charitable trust is exempted from paying the amount incurred by the lessee for the construction of the building and the civil suit is not maintainable.
 - (B) The public charitable trust is exempted from paying the amount incurred by the lessee for the construction of the building and the civil suit is maintainable.
 - (C) The public charitable trust is not exempted from paying the amount incurred by the lessee for the construction of the building and the civil suit is not maintainable.
 - (D) The public charitable trust is not exempted from paying the amount incurred by the lessee for the construction of the building and the civil suit is maintainable.
- 101.** The Real Estate (Regulation and Development) Act, 2016, is a civil enactment with consequences on its violation.
- (A) The punishments are only calculated on as the percentage of the cost of the project.
 - (B) Imprisonment is a mandatory punishment.
 - (C) Penalty is in the form of fine of fixed amount as prescribed in the relevant provisions.
 - (D) Imprisonment is discretionary.

102. The policy, wherein a specified sum is paid as compensation in case of total loss/constructive total loss of the vehicle without any deduction for depreciation, is called:

- (A) Liability only policy
- (B) Comprehensive policy
- (C) Package policy
- (D) None of the above.

103. Statement 1 : Short period cover for Liability Only Policies are not permissible.

Statement 2 : Short period cover for Package Policy are not permissible.

Which of the above mentioned statement/statements is/are correct?

- (A) Both the Statements are correct
- (B) Both the Statements are incorrect
- (C) Statement 1 is correct and 2 is incorrect
- (D) Statement 1 is incorrect and Statement 2 is correct.

104. A vehicle insured under a policy can be substituted by another vehicle of the same class for the balance period of the policy. The above statement is :-

- (A) Not correct
- (B) Correct
- (C) Correct and is applicable only to a Comprehensive policy
- (D) Correct and is applicable only to value added policy.

- 105.** On the question of whether judiciary shall be considered as State under Article 12, the Supreme Court of India has held the following positions. Match the position to the respective judgments:

| | | | |
|----|---|---|--|
| 1. | Judicial functions shall be divided into judicial and non-judicial | a | Naresh Sridhar Mirajkar vs Maharashtra |
| 2. | While determining that, in exercise of its judicial power, court may make a wrong | b | Prem Chand Garg vs Excise Commissioner |
| 3. | Part IV of the Constitution is as much a guiding light for the judicial organ of the state as the executive and legislature, all three being integral parts of one State within Article 12 of the Constitution. | c | Ranjith Singh vs UT of Chandigarh |
| 4. | Chief Justice of the Supreme Court or Chief Justice of the High Court while exercising their power of appointment of officers of court will be amenable to writ jurisdiction, if appointment is done in violation of equity clause. | d | Common Cause vs Union of India |

- (A) 1-c, 2-b, 3-a, 4-d
 (B) 1-d, 2-c, 3-b, 4-a
 (C) 1-b, 2-a, 3-d, 4-c
 (D) 1-a, 2-d, 3-c, 4-b

- 106.** The decision whether an agency can be considered as "Other Authorities" under Article 12 have been a matter of judicial consideration in many cases and the judiciary has developed multiple tests. From the given set, identify the tests developed by Indian Judiciary:

- I. Nature of duties and functions test.
 II. Proportionality test
 III. Pervasive State Control test
 IV. Instrumentality or agency test

- (A) I, III and IV only
 (B) II, III and IV only
 (C) I, II and III only
 (D) All the four

107. Does the State have an obligation to provide security and protection to persons who wish to hear the speech of a person and have assembled on his invite in a public place?

- (A) No, since Right to freedom of speech does not include the right to be heard.
- (B) Yes, since Right to freedom of speech includes the right to be know about such expression.
- (C) Volunti Non Fit Injuria would apply and so the State need not provide any security.
- (D) Doctrine of balancing of interests would be applicable and so the State need not provide any security.

108. A person may be liable in respect of wrongful acts or omissions of another in the following ways :-

1. As having ratified or authorized the particular act.
2. As standing towards the other person in a relation entailing responsibility for wrongs done by that person
3. As having abetted the tortious acts committed by others.

Which of the above statements are true ?

- (A) 1,2,3
- (B) 1 and 3 alone
- (C) 2 and 3 alone
- (D) 1 and 2 alone

109. Section 118 of the Indian Succession Act 1925, restricting the right of a Christian to make a valid Will in favour of religious or charitable purpose if not made before 12 months of death of the testator is invalidated by judicial process. Identify the ground on which it was held invalid?

- I. Right to religion
- II. Right to equality
- III. On procedural grounds

- (A) All the above grounds
- (B) I and II only
- (C) Only II
- (D) Only I

110. *"Nullus Commodum capere potest de injuria sua propria"* means:-

- (A) No man can request the court to take suo moto cognizance of his cause.
- (B) No man can take advantage of his own wrong.
- (C) No man can take advantage of that which has been entrusted to him.
- (D) No agent can take advantage of the rights accrued to the principal.

111. *"Qui jussu Judicis Aliquod Fecerit Non Videtur Dolo Malo"* means:-

- (A) No person shall suffer for the wrong done by the court.
- (B) A person who does an act by command of a Judge is not considered to act from a wrongful motive.
- (C) No Judge shall be considered to act with a wrongful motive for all his official acts.
- (D) None of the above.

112. *"De fide et officio judicis non recipitur quaestio, sed de scientia sive sit error Juris sive facti"* means:-

- (A) Official acts done by Judges cannot be questioned except those acts which are done by exercising his discretionary powers.
- (B) Honesty and Integrity of a judge including his discretionary powers can be impugned for error either of law or of facts.
- (C) A judge may construe an act of parliament but it may not distort it to make it accord with what the court thinks to be reasonable.
- (D) None of the above.

- 113.** Akbar, a Muslim, makes a oral gift of immovable property to Narayanan, a Hindu. Narayanan having accepted the gift took delivery of the property. Akbar's son Mohamad filed a suit for recovery of possession challenging the validity of oral gift.
- (A) A oral gift by a Muslim to a Non-Muslim is not authorized under mohamedan law.
 - (B) A oral gift by a Muslim to a Non-Muslim is not barred.
 - (C) A oral gift under Muslim law is concerned with only the status of the donor and not the status of the donee.
 - (D) Both (B) and (C).
- 114.** Sunil delivered the title deeds of his property to Kumar at Chennai on 31.03.2018 and received Rs.1,00,000/-. After a week he sent a letter describing the terms and conditions of the loan. Which of the following statements is correct?
- (A) The letter requires no registration.
 - (B) The registration is optional.
 - (C) The letter requires registration.
 - (D) There is no question of registration in the given facts.
- 115.** In a suit for permanent injunction filed by Sudhir in respect of a property in survey number 25/2, Kommal village, the defendant Ramasamy claimed to be in possession of property based on an unregistered and insufficiently stamped usufructuary mortgage deed. When he attempted to mark the above document by way of an application under section 35 of Indian Stamp Act, 1899, the court dismissed the application holding that one of its boundaries differ and it is irrelevant document. Ramasamy challenged the same. Which of the following statements is correct?
- (A) At the stage of impounding document, the court has to see the admissibility and relevancy of document.
 - (B) At the stage of impounding document, the court cannot see the admissibility and relevancy of document.
 - (C) An insufficiently stamped mortgage deed can be received for collateral purpose to prove possession under section 49 of Registration Act.
 - (D) Both (B) and (C).

- 116.** Babu issued a statutory notice to the State Government and after two months filed a suit for permanent injunction along with one Alwar. The Government raised an issue as to the maintainability of the suit for want of notice from Alwar. Which of the following statements is correct?
- (A) The objection is not sustainable as Alwar joined with Babu in filing the suit.
 - (B) Babu and Alwar's rights are inseparable and the objection is not sustainable.
 - (C) Court can grant relief only for Babu.
 - (D) Procedure is the handmaid of justice and technicality should give way to justice.
- 117.** Chandran, by a bill of exchange, directed Sinha aged about 17 years to pay Iqbal a sum of Rs.25,000/-. When Iqbal presented the bill of exchange, Sinha refused to accept it and to make payment. Iqbal can treat the instrument as a :-
- (A) Bill of Exchange or Promissory note.
 - (B) Bond
 - (C) Bottomry Bond
 - (D) Voidable Instrument
- 118.** Statement 1:- The Constitution of India recognizes no "Prerogative" whatsoever; It recognizes rights, duties and "discretion".
Statement 2:- The Constitution of India recognizes no "discretion" whatsoever; It recognizes rights, duties and "Prerogative".
- (A) Both the statements are false.
 - (B) Both the statements are True.
 - (C) Statement 1 is true and Statement 2 is false.
 - (D) Statement 1 is false and Statement 2 is True.
- 119.** A negotiable instrument dated 31.08.2018 is made payable three months after date at Chennai. The instrument is at maturity on :-
- (A) 1.12.2018
 - (B) 03.12.2018
 - (C) 02.12.2018
 - (D) 05.12.2018

120. The Law Commission of India is :

- (A) A Statutory body
- (B) A Constitutional body
- (C) An Autonomous body
- (D) An Executive body

121. Personal services do not come under the ambit of industry because:

- (A) The Employer and Employee are both individuals
- (B) It is not organized similar to a business.
- (C) Usually, the number of Employees is less than 10
- (D) Personal services are mainly manual work, not industrial work

122. Identify the most correct statement out of the following, relying on the reasoning of the court on the issue of immunity under section 18 of the Trade Unions Act, in the case *Rohtas Industries vs State of Bihar*.

- (A) If a strike is illegal under the provisions of section 24(1) of the industrial disputes Act, the striking workers are entitled to protection under section 18 of the Trade Union Act.
- (B) If a strike is legal under the provisions of section 24(1) of the industrial disputes Act, the striking workers are entitled to protection under section 18 of the Trade Union Act.
- (C) If a strike is in violation of section 22 and 23 of the Industrial Disputes Act, the striking workers are not entitled to protection under section 17 of the Trade Union Act.
- (D) Whether the strike is illegal or legal under section 24(1) of the Industrial Disputes Act, has no bearing on determining immunity under section 18 of the Trade Union Act.

123. Nagaraj, not being the owner of property, sold the same to Kumaran on 2.3.2014 pretending to be the owner. Kumaran came to know that Nagaraj was not owner of the property, on 30.3.2014. Nagaraj died on 28.4.2014. Guru and Mani, the sons of Nagaraj became owners of the said property. The course open to Kumaran is-
- (A) To invoke his right against Guru and Mani under the doctrine of "*Spes Successionis*".
 - (B) To enforce his right against Guru and Mani by invoking the Doctrine of feeding grant by estoppel.
 - (C) To enforce his right against Guru and Mani under the doctrine of pious obligation.
 - (D) None of the above.
124. Raju inducted Pandi as a tenant in his house situated in Nallur village, on 1.1.2018 for a period of 11 months on a monthly rental of Rs. 500/-. Pandi failed to vacate the premises on expiry of lease period. Raju filed a suit for ejectment of his tenant without issuing a quit notice.
- (A) Suit is not maintainable for want of quit notice under section 106 of Transfer of Property Act.
 - (B) Suit is not maintainable for want of quit notice under section 11 of Madras City Tenants Protection Act.
 - (C) Quit notice is not required.
 - (D) Landlord can initiate eviction proceedings only before Rent Control Tribunal.
125. The Government assigned a land to Gopal with a permanent restraint on the assignee from selling the property and with a further condition that in case of breach of the above condition, the Government can repossess the property. Gopal sold the property to Palani. The Government issued notice to repossess the property.
- (A) The Government can repossess the property.
 - (B) The permanent restriction imposed in the patta is void and it is hit by section 10 of Transfer of Property Act.
 - (C) The Government cannot repossess the property as once the property is transferred, such condition cannot be imposed.
 - (D) Both (B) and (C).

126. Statement I : The right to privacy is intrinsic to life, liberty, freedom and dignity.

Statement II : The right to personal liberty and the right to move freely throughout India and the freedom of speech cannot be said to create an independent and absolute fundamental right to privacy.

Which of the above statements indicate the present position of law?

- | | |
|-------------------------|-------------------------------|
| (A) Statement I | (B) Statement II |
| (C) Both the Statements | (D) Neither of the Statements |

127. The structure of the Constitution is described in :

- | | |
|----------------|----------------|
| (A) Preamble | (B) Article 1 |
| (C) Article 21 | (D) Article 14 |

128. Parliament may, by law, determine, to what extent, any of the rights conferred by Part III of the Constitution of India, shall be restricted in its application to members of the Armed Forces.

- (A) This statement is incorrect in view of the judgment in Maneka Gandhi's case.
(B) This statement is correct.
(C) This statement is incorrect in view of the judgment in Puttasamy's case.
(D) This statement is ultra-vires the Constitution.

129. The Constitution does not prescribe any period for the duration of sessions of Parliament and State legislature. This statement is :-

- (A) Incorrect
(B) Correct
(C) 6 months period is prescribed.
(D) 30 days period is prescribed.

130. City Tenants Protection Act was made applicable to Sirkazhi town vide notification of the year 1996. Raja entered into a lease agreement in the year 1999 with Shafi and took his vacant land situated at Sirkazhi on lease. Later Raja put up construction and started residing in it. When Shafi sought for eviction in the year 2001, Raja filed a petition under section 9 of the City Tenants Protection Act.

- (A) Raja is entitled to claim benefit under the City Tenants Protection Act.
- (B) Raja is not entitled to claim benefit under the City Tenants Protection Act.
- (C) Raja can claim benefit under the City Tenants Protection Act within 2 years of putting up the super structure.
- (D) Raja can not claim benefit as City Tenants Protection Act does not pertain to vacant land.

131. Which of the following cannot be considered as agricultural income?

- I. Profits from the sale of cut fruits by the farmer.
 - II. Profits from sale of saplings
 - III. Profits from sale of toddy produced by tapping coconut trees.
 - IV. Profits from sale of silk worm cocoons grown on mulberry trees by the farmer.
- (A) I only
 - (B) I and II only
 - (C) IV only
 - (D) III and IV only

132. How should a person initiate dispute regarding the award under the Right to fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013?

- (A) By a Written application to the concerned District Collector.
- (B) By a petition to the land acquisition, Rehabilitation and Resettlement Authority.
- (C) By a written application to National Monitoring Committee for rehabilitation and resettlement.
- (D) By a complaint to the Land Acquisition Tahsildhar.

133. Apex Corporation obtained a decree against the principal debtor **A** and surety **B**. In execution proceedings, Apex Corporation agreed with **A** that he may pay the decretal amount in installments. The consent of **B** was not taken. Which of the following statements are correct ?

Statement 1: The agreement would not bind B.

Statement 2: The agreement would bind B.

Statement 3: Payment and installment after passing of decree is permitted as per Order XXI CPC.

Statement 4: The liability of surety is co-extensive with that of the principal debtor.

(A) Statements 1 & 4 are correct.

(B) Statements 2 & 4 are correct.

(C) Statements 1 & 3 are correct.

(D) Statements 2 & 3 are correct.

134. Raja, LIC agent, collected the premium from an insured by bearer cheque before the due date, but deposited the cash amount only after the insured died and the existing policy also lapsed at that time. Rules framed by LIC prohibited agents from collecting premium. The legal heirs of the deceased contended that it was the prevailing practice of such agents to receive premium because they received commission on the premium collected, and the rules of LIC were not binding on third parties(policy holders). Which of the following statements is correct ?

(A) "Piercing the corporate veil" would be applicable to the facts of the case.

(B) Unless LIC by its conduct, induced policy holders to believe that the agents were authorized to receive payments on behalf of the LIC, it cannot be held liable.

(C) Qui facit per alium, facit per se is applicable and LIC is liable

(D) Both (A) and (C) are correct.

135. Raj, a tenant sublet the premises to Babu. At the time of vacating, Babu delivered possession to Chandru, who had purchased the landlord's interest. Raj dispossessed Chandru. Chandru filed a suit under section 6 of Specific Relief Act. Which of the following statements is correct?

(A) Chandru is entitled to recover possession from Raj

(B) Babu ought to have delivered property to Raj.

(C) Chandru has to file a regular suit for recovery of possession based on title.

(D) Raj having let out the premises to Babu, is to be treated as landlord by Babu and so is entitled to occupy the premises.

136. Samir Khan acted in a movie.

- (A) The acting of Samir Khan can be protected as film producer's work.
- (B) The acting of Samir Khan can be protected under copyright law as professional work.
- (C) The acting of Samir Khan cannot be protected under copyright law.
- (D) The acting of Samir Khan can be protected under copyright law only as an artistic work.

137. In a Free On Board contract, which of the following statements is correct.

- (A) Freight and Insurance charges are borne by the buyer.
- (B) Freight and loading charges are borne by the buyer.
- (C) Freight and loading charges are borne by the Seller.
- (D) Freight and Insurance charges are borne by the Seller.

138. Poonam filed a claim under the Motor Vehicles Act for compensation for the death of her husband. The tribunal awarded a compensation of Rs.4,00,000/- on 2/6/2005. The Insurer deposited the amount with interest, into the tribunal on 3/6/2005 and Poonam was not aware of the same. Both parties have not preferred any appeal. When Poonam filed Execution Petition on 28/4/2017, she came to know about the deposit of the amount. Poonam claimed interest for the period from 3/6/2005 to 28/4/2017.

- (A) Poonam is entitled to claim interest as Motor Vehicle Act is a beneficial legislation
- (B) Poonam is entitled to claim interest as she was not given notice of the deposit of the amount.
- (C) Poonam is not entitled to claim interest as deposit of the amount was made immediately on the next day of the award.
- (D) Poonam is not entitled to claim interest as she has filed the execution petition at the fag end of the period of limitation.

139. Statement 1 :- Venkat, a Hindu executed a WILL in Chennai in favour of his son in respect of his property situated at Madurai.

Statement 2 :- Krishnan, a Hindu executed a WILL in Madurai in favour of his son in respect of his property situated at Chennai.

Which of the following statements is correct?

- (A) Both the Wills require no probate.
- (B) The WILL executed by Venkat only requires probate.
- (C) The WILL executed by Krishnan only requires probate.
- (D) Both the Wills require probate.

140. Demonstrative legacy means-

- (A) This is payable out of the general assets of the testator after payment of debts and necessary expenses.
- (B) This is a legacy of a particular part of the testator's property.
- (C) This is a legacy directed to be paid out of a particular fund.
- (D) All the above.

141. Swapna, a Cine Artist executed a registered WILL, bequeathing her properties to her Personal Assistant Sundari on 13/4/2016. Both Swapna and Sundari perished in the same air crash while traveling from Malaysia. Sundari's daughter Kumari, based on the last WILL and testament dated 13/4/2016, in favour of her mother, filed a suit for recovery of possession against Swapna's vagabond son Chandru.

- (A) Kumari can get relief based on Swapna's WILL.
- (B) Chandru is alone entitled to the property.
- (C) WILL is not valid since Sundari is not Swapna's relative.
- (D) Both Kumari and Chandru have to divide the properties equally.

142. Resulting Trust:-

- (A) Is a Trust construed by Law from the nature of transaction and the surrounding circumstances independently of any intention of the parties either express or implied.
- (B) Is a trust which is construed when something remains to be done in order to complete it.
- (C) Is a Trust implied in favour of the person creating it or his representatives.
- (D) Is a Trust which is construed when there is nothing left to be done in order to constitute it.

143. The "Rule of Clayton" means:-

- (A) Payment of interest first and principal later, on a debt.
- (B) Payment of oldest debt first in the absence of any instructions from the debtor.
- (C) Payment of decretal debt and appropriation first to the interest and cost and then to the principal.
- (D) Preferential payment for crown debt.

144. Ramesh had executed three promissory notes in favour of Ravi on 21/2/15, 21/6/15 and 21/10/15 respectively for different loan amounts. Murugan stood as guarantor for all the three debts. Murugan made a part payment to Ravi and wanted it to be appropriated towards the principal amount for the debt due on the promissory note dated 21/10/2015. But Ravi adjusted it towards the debt dated 21/2/15 which is a time barred debt. Under section 59 of Indian Contract Act, Which of the following statements is not correct ?

- (A) Ravi can adjust the payment towards any of the debts of his choice.
- (B) Murugan cannot ask Ravi to appropriate the payment to a particular debt.
- (C) Murugan with the concurrence of Ramesh can ask Ravi to appropriate the payment to a particular debt.
- (D) Only Ramesh can ask Ravi to appropriate the payment to a particular debt.

145. "Intellectual Property is the personification of the personality of an individual. The expression of an idea; a novel invention are all such personifications". The statement is attributed to:-

- (A) Utilitarian Guidelines
- (B) Hegelian Philosophy
- (C) Locke's Labour Theory of Property
- (D) Natural Theory

146. Which of the following statement/ statements is/are correct?

Statement 1 :- In International sales contracts, essential validity of a contract is determined by "proper law of the contract".

Statement 2 :- The minimum constituents of a contract of sale, such as offer and acceptance, consideration, factors vitiating consent are determined by "Putative proper law".

- (A) Statement 1 is correct and statement 2 is incorrect.
- (B) Statements 1 and 2 are incorrect.
- (C) Statement 1 is incorrect and statement 2 is correct.
- (D) Statements 1 and 2 are correct.

147. Which of the following statement/statements is/are correct?

- I. The use of an invention for the purpose of trade, whether by the inventor himself or by others, before the filing of patent application may constitute prior use.
- II. If the patentable process applied was not traceable then the secret use could not be held as public use.
- III. The availability for public reference is sufficient to constitute prior publication.
- IV. It is not necessary that the public or the persons connected with the trade must have an actual knowledge of the invention.

- (A) All are correct.
- (B) I, III and IV are correct.
- (C) Only I and III are correct.
- (D) Only (I) is correct.

148. In the event of death of insured/owner of vehicle, the policy will remain valid

- (A) For 3 months from the death or until expiry of the policy which ever happens earlier.
- (B) Until the expiry of the original policy period.
- (C) For 1 month from the death or until expiry of the policy which ever happens earlier.
- (D) For the period from the date of the death of the insured till the expiry of the policy.

149. Right of Integrity under moral right means:-

- (A) Right to prevent distortion, mutilation or alteration or modification of author's work which would be prejudicial to his honour or reputation.
- (B) Right to claim authorship.
- (C) Right to demand that author's name should appear in all copies.
- (D) None of the above.

150. Rule of Contra Proferentem is

- (A) Interpretation in consonance with the draftsman.
- (B) Where an agreement is ambiguous, the preferred meaning should be one that works against the interests of the party who provided the wording
- (C) The show of court's liking to contracts of adhesion.
- (D) None of the above.

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7. Each question comprises four responses (A) (B) (C) and (D). You have to select ONLY ONE correct answer in the OMR Answer Sheet. In case you feel that there are more than one correct answers, mark only the answer which you consider the most appropriate. In any case, choose ONLY ONE answer for each question.
8. The Question Booklet is printed in four series viz., [A] [B] [C] [D]. The name of the series is printed on the top right side corner of Question Booklet. Mark and shade your Question Booklet series [A] [B] [C] [D] in the OMR answer sheet by darkening the appropriate circle. In case of any wrong entry of Booklet series, your Answer Sheet will be invalidated.
9. In the Answer Sheet, there are four Bubbles (A) (B) (C) and (D) against each question. To answer each question, you have to shade only one bubble of your choice with Blue or Black ink Ball point pen only. If you mark more than one answer for one question, the answer will be treated as incorrect. E.g. if for any item, B is the correct answer, you have to shade as follows : (A) ● (C) (D)
10. You should not remove or tear off any sheet from this Question Booklet. You are not allowed to take the Question Booklet and the Answer Sheet out of the Examination Hall during the time of examination. You are permitted to take the Question Booklet only after the Examination is over.
11. Failure to comply with any of the above instructions will render you liable for action or penalty as the High Court may decide at its discretion.
12. The facts and particulars given in the Question paper i.e. name of Court, place, name of parties etc. are fictional and may not be true in real and legal sense. Yet the candidates have to conclusively assume them to be true for the purpose of answering the paper, without interpreting them in any other manner.
13. The candidates shall answer on the given facts alone. They shall not assume or presume any additional facts.
14. Using Whitener / Blade / Eraser or any kind of tampering to change the answers on OMR answer sheet will lead to invalidation. The candidates shall not fold or damage the OMR sheet in any manner.