Andhra Pradesh Civil Judge (Mains) 2011

Paper I: Civil Laws · compulsory paper

1. Answer the following (2 marks each)

(a) What is a 'Bill of Exchange'? Is a cheque a 'Bill of Exchange'? 2 marks

(b) Define "negotiable instrument" and "promissory note". 2 marks

(c) When can a defendant be called upon to furnish security for appearance and security for protection of property? 2 marks

(d) What is the meaning of "prime facie case"? 2 marks

2. Answer the following (2 marks each)

(a) Explain the circumstances in which a civil Court can review its judgement or order. 2 marks

(b) In what circumstances can a judgement, decree or order be amended by the Court? 2 marks

(c) A suit filed by 'X' against 'Y' is dismissed. The appeal by 'X' is also dismissed. One year thereafter in other similar proceedings, the Supreme Court delivered a judgement in favour of the plaintiff. Can 'X' ask the trial Court to review its judgement? Give brief reasons for your answer.

(d) Explain "compensatory costs". 2 marks2 marks

3. Answer the following (2 marks each)

(a) Explain "easements of necessity" and "quasi easements". 2 marks

(b) Give an illustration of "easement of necessity". 2 marks

(c) What is the difference between 'licence' and 'easement'? 2 marks

(d) Enumerate two circumstances when a right of easement is extinguished. 2 marks

4. Answer the following (2 marks each)

(a) What are the guiding principles for grant or refusal of a temporary injunction? 2 marks

(b) What are the circumstances under which additional evidence at appellate stage can be adduced?

(c) What is constructive res judicata? 2 marks2 marks

(d) When can a receiver be appointed? 2 marks

5. Write a short note on any four of the following (2 marks each)

(a) Novation. 2 marks

(b) Quantum meruit. 2 marks

(c) Non gratuitous act. 2 marks

(d) Continuing guarantee. 2 marks

(e) Wagering contract. 2 marks

(f) Mistake of fact. 2 marks

6. A filed a suit against B for specific performance of an agreement of sale dated 1.3.2009 in respect of the suit schedule property. C who is a third party to the suit proceedings filed an application under

Order I Rule 10 of the C.P.C. for his impleadment as defendant No.2 claiming that he acquired title and possession under a gift deed executed by D. It is also claimed by C that he filed a suit for injunction against B in respect of the suit schedule property and the same was decreed ex parte on 5.11.2010. It is also contended that neither A nor B is in possession and the suit agreement is fabricated. Whether C is entitled to be impleaded? Give reasons for your answer. 8 marks

7. A is a pharmaceutical company carrying on business in manufacture and distribution of its goods at Hyderabad. A appointed B as a distributor of its products and to that effect an agreement was entered into between A and B at Hyderabad. Pursuant to the said agreement, stocks were supplied to B at Hyderabad against the payments made by B. Subsequently certain disputes arose between A and B and therefore B demanded the repayment of amounts made by him together with interest. Since A refused, B filed a suit for recovery of the said amounts in the Court at Hyderabad. Though the entire cause of action arose at Hyderabad, A raised an objection to the jurisdiction of the Court on the basis of a specific clause in the agreement that "the agreement is subject to Pune jurisdiction". Whether the suit in the Court at Hyderabad is maintainable? Give reasons for your answer. 8 marks

De Facto IAS