Chhattisgarh Civil Judge (Mains) 2020

Mains Paper: Judgment Writing and Translation · compulsory paper

Question No. 1 [40 Marks]

Read the following carefully and write judgement after framing necessary issues:

Plaintiff's Pleadings

(i) The plaintiff filed a suit for recovery of Rs. 25,000/- on the basis of a pronote dated 22/10/2009. The case of the plaintiff is that the defendant is a rice mill owner. He borrowed a sum of Rs. 25,000/- from him for his business and executed a pronote, Ex. P1, dated 22/10/2009, agreeing to repay the said amount with interest at the rate of 18% per annum. The said amount of Rs. 25,000/- was paid to the defendant by way of cash by the plaintiff. In spite of repeated demands made by the plaintiff the defendant did not pay the amount, hence, notice dated 22/05/2012 Ex. P2 was issued. The defendant had received the notice. Even after receipt of the said notice, the defendant has not paid any amount.

Defendant's Pleadings

(ii) The defendant filed written statement and denied the plaint averments. The case of the defendant is that the plaintiff was running a chit fund in which defendant had subscribed some chits and availed chit amount in the beginning. Before making the payments, the plaintiff insisted him (i.e. defendant) to execute pronotes towards security for repayment of the balance chit instalments and obtained defendant's signature not only on the suit pronote but also on other three pronotes. After the discharge of the chit amount the defendant requested the plaintiff to return the pronotes, but he did not return the same on the ground that the pronotes were in the custody of his partner Sampath. According to the defendant one of the said pronotes was used for filing this suit. The defendant prayed for dismissal of the suit.

Plaintiff's Evidence

(iii) The plaintiff examined himself and proved Exs. P1 to P3. The plaintiff deposed that on 22/10/2009, the defendant borrowed a sum of Rs. 25,000/- and executed the suit pronote Ex. P1 dated 22/10/2009 which bears the signature of the defendant. Ex. P2 is the notice issued by the plaintiff through his lawyer calling upon the defendant to pay the outstanding amount and Ex. P3 is the acknowledgment.

Defendant's Evidence

(iv) The defendant examined himself. He deposed that the suit pronote and other pronotes were executed as security for repayment of the chit amount payable by him to the plaintiff. Plaintiff was conducting the chit unauthorisedly. Though the amount payable towards the chit was in fact fully paid, the plaintiff has not returned the pronote, including the suit pronote, executed by him. Ex. D1, dated 27/05/2012 is the reply notice to Ex. P2, Ex. D2 is the acknowledgement of the plaintiff.

Arguments (Plaintiff)

(v) On behalf of the plaintiff it has been argued that the defendant has admitted his signature on Ex. P1, pronote. Even assuming that the suit pronote was executed as security for repayment of the chit amount and when according to the defendant the entire chit amount was paid, the defendant has not chosen to call upon the plaintiff to return the said pronotes; that even in reply of Ex. D1, the defendant has not stated that the entire chit amount payable by him to the plaintiff had been paid in full. That no

evidence was led by the defendant to prove that the pronote was executed as security for repayment of chit amount. The defendant has miserably failed to prove that the suit pronote was executed as security for repayment of chit amount. Therefore, the plaintiff is entitled to the decree sought for by him.

(vi) It has been also argued that since the defendant has admitted the execution of the suit pronote, Ex. P1 and admitted his signature on Ex. P1, therefore, the presumption under Section 118 of the Negotiable Instruments Act is in favour of the plaintiff.

Arguments (Defendant)

(vii) On behalf of the defendant it had been argued that he did not receive Rs. 25,000/- as alleged by the plaintiff and his signatures were obtained by the plaintiff in blank pronotes as security for repayment of chit amounts. He has paid the entire amount due towards the chit transactions but the plaintiff and his friend Sampath refused to return the suit pronote to him.

Question No. 2 [40 Marks]

Read the following carefully and write judgement after framing the necessary charges:

On 30/09/2013, Rajkumari was on duty in the office of the Chief Reservation Supervisor, Bilaspur and she had received a sum of Rs. 1,77,560/- (One lakh seventy seven thousand five hundred sixty) as cash and vouchers against making reservations in trains on that date, but she did not deposit the said amount. Next day, on 01/10/2013 at 10:30 a.m. when cash was compared, sum of Rs. 1,77,560/- was found to be less. On being inquired from Rajkumari, she told that after discharge of her duty in the last night, she had handed over the cash of Rs. 1,77,560/- to her colleague Mahesh who was working at Counter No. 13. But, Mahesh also forgot to deposit the amount. On 01/10/2013, in the morning shift, Roshani was on duty on Counter No. 13. From the footage of CCTV, it was found that at 9:58 a.m., from the drawer of Counter No. 13, Roshani took out the money and wrapping the money with a red cloth she took the same with her out of counter and went out of the office. A report was made by one Virendra Singh. On the basis of the said report, the offence has been registered. During the course of investigation, it was found that out of that money, Roshani gave a sum of Rs. 1,69,665/- (One lakh sixty nine thousand six hundred sixty five) to Ragini for hiding. On the basis of memorandum statement of Ragini, cash of Rs. 1,69,665/- was seized from her. On completion of the investigation, a charge-sheet was filed against Roshani and Ragini.

It was defence that they are falsely implicated in this case.

Prosecution examined complainant Virendra Singh (PW-1), Mahesh (PW-2), Rajkumari (PW-3) and Kishan Kumar (PW-4) from whom CCTV footage seized, witnesses (PW-5) and (PW-6) are the witnesses of memorandum of the Roshani and Ragini and seizure of the cash by Investigating Officer (PW-7).

Question No. 3 [10 Marks]

Transfer the following English passage into Hindi:

Once in a claim petition filed by the other claimant arising out of the same accident, it has been held that Insurance Company is liable to indemnify the owner and is jointly and severally liable to pay compensation, then the said finding would be binding. Only if any new evidence is led by parties, only then it would be possible for the Claims Tribunal to give a finding at variance with the findings recorded in earlier claim petition arising out of same accident.

Non-bringing the legal representatives of the deceased driver of the offending vehicle do not affect adversely the petition. It does not result in abatement of the claim petition in toto because the owner of the offending vehicle is made vicariously liable for the act of his employee, i.e. driver, therefore, once it is held that the driver of the offending vehicle was rash and negligent and was responsible for the accident, then the owner of the vehicle would automatically become liable to pay compensation for the rash and negligent act of his driver. For the purpose of payment of compensation, the owner of the offending vehicle can be kept in the category of legal representative of the driver.

Translation passage (Hindi into English): not available.

De Facto IAS