Delhi Judicial Service (Mains) 2015

Paper 2: Civil Law I · compulsory paper

Part A

1. 'A' in Delhi entered into a contract with 'B' in Mumbai on 01.12.2015 as per which 'A' had to supply 100 metres of jute material at controlled price to 'B'. There was a term in the contract stating "I ('A') shall go on supplying jute material to you ('B') of The Jute Mills Calcutta as soon as they are supplied to me by the said mills". 'B' gave Rs. 10,000/- to 'A' as earnest money. The Jute Mills Calcutta shut down on 05.12.2015 because of losses and 'A' did not supply jute material to 'B'. 'B' in turn failed to perform his contract with 'C' of supplying stitched jute bags to 'C'. 'B' files a suit for damages and return of earnest money against 'A'. 'A' pleads frustration of contract and also that he was not aware of the contract between 'B' and 'C'. Decide. Also discuss with reference to precedents specific grounds of impossibility which are recognized and not recognized in Indian law.

2. On 01.01.2006 'A' occupied an empty plot of land measuring 500 sq. yds. which as per municipal records was in the name of 'B', a government employee. After one year 'A' built a two room house thereon. On 15.01.2015 'B' forcibly dispossessed 'A'. On 05.05.2015, 'A' filed a suit under Section 6 of the Specific Relief Act for possession against 'B'. 'B' contested the suit on the ground that he was the real owner while 'A' contended that he was in "settled possession" till 15.01.2015. Decide.

3. 'A', 'B' & 'C' are partners of the unregistered firm M/s ABC & Sons. Their former partner 'D', who owes Rs. 5 lakhs to M/s ABC & Sons, without permission uses the trademark of M/s ABC & Sons. 'A', 'B' & 'C' file a suit for perpetual injunction to restrain 'D' from passing off his goods as those of M/s ABC & Sons by using their trademark and for damages, and also a suit to recover the amount due from 'D' to M/s ABC & Sons. Are the suits barred under Section 69 of the Partnership Act?

4. X & Co. is a registered partnership firm in real estate business. It has three partners 'X', 'Y' and 'Z'. 'N', who is illiterate, contracts X & Co. to sell his property. 'Z', informing 'N' that his signatures were being obtained on a sale deed, dishonestly induces 'N' to sign a gift deed in the name of 'Z'. 'Z' disposes of the property of 'N' and misappropriates the money. 'N' sues X & Co. for the pecuniary loss caused to him and for damages for harassment. X & Co. contests, saying that the firm and its other partners are not liable for the wrongful act of 'Z'. 'N' contends that 'Z' acted in his implied authority. Decide.

5. 'A' in Calcutta agrees to supply bananas to 'B' in Delhi. It was agreed that the payment would be made by way of RTGS by 'B' to 'A' exactly four days after the bananas are received by 'B'. The consignment of bananas is sent by 'A' to 'B' on 15.04.16 and is received by 'B' on 18.04.16. 'B' makes payment to 'A' on 22.04.16 in the morning. On inspection of the received consignment of bananas in the afternoon of 22.04.2016, 'B' finds that the bananas are over ripe and some are rotten and not of the specification agreed upon, and so he immediately informs 'A' about the condition of the consignment and that he has rejected the same. 'A' says 'B' cannot reject the consignment. 'B' sues for damages. Decide while citing the relevant provisions under the Sale of Goods Act.

6. Caveat Emptor is a defence available to every seller. Discuss with the help of decided cases.

7. 'A' entrusted her antique diamond necklace to 'B', a jeweller cum auctioneer, for sale through a public auction on the term that 'B' shall not sell it for less than Rs. 15 lakhs. 'B' sold the antique diamond necklace to 'C' in a private sale for barely Rs. 10 lakhs and misappropriated the amount and

disappeared with the antique diamond necklace. Can 'C' recover the cost of the antique diamond necklace from 'A'? 'A' puts up the defence of nemo dat quod non habet (nobody can give what he himself does not have). Decide.

Part B

1. (a) "The concept of bona fide or genuine requirement u/s 14(1)(e) of the Delhi Rent Control Act, 1958 needs a practical approach instructed by the realities of life. An approach either too liberal or too conservative or pedantic must be guarded against". Do you agree with this proposition? Elucidate your response with reference to decided cases.

   (b) What are the conditions of applicability of Section 14(1)(e) of the Delhi Rent Control Act, 1958?

   (c) Can a perpetual lessee of a property constructed on government land seek eviction of a tenant u/s 14(1)(e) of the Delhi Rent Control Act, 1958?

   (d) How do you interpret the words 'dependent on the landlord' in terms of Section 14(1)(e) of the Delhi Rent Control Act, 1958, as amended?

2. (a) What is iddat? What is the object of iddat?

   (b) When is observance of iddat necessary?

   (c) When is iddat not necessary?

   (d) What is the period of iddat?

   (e) What is the effect of death of the husband during iddat of divorce?

3. (a) What is defamation? Is it actionable as a tort?

   (b) What privileges can be claimed as defence for defamation?

   (c) Differentiate between tort and crime.

   (d) What are the rules laid down in: (i) Rylands vs. Fletcher (1886) LR 3 HL 330; (ii) Rule of strict liability in M.C. Mehta & Anr. vs. Union of India & Ors., decided on 20.12.1986?

4. (a) What is the effect of the Hindu Succession (Amendment) Act, 2005 on the rights of Hindu women?

   (b) What is Stridhan?

   (c) What are the essential features of a coparcenary property?

5. What are the grounds on which divorce may be obtained under the Hindu Law?

6. (a) What is dower? Specify the kinds of dower.

   (b) How can a claim for dower be satisfied?

   (c) When can a Muslim wife seek dissolution of marriage?

7. (a) How can irregular marriages be made valid under the Muslim Law?

   (b) When does oral talaq become effective?

   (c) How is written talaq effective?