Delhi Judicial Service (Mains) 2023 (held April 2024)

Paper 2: Civil Law I · compulsory paper

Instructions: (i) Read the questions carefully and answer as directed. (ii) Fifteen minutes are allowed before the examination begins to read the paper and make notes on it. (iii) The answer to each question should begin on a fresh page. (iv) Support each answer with reasons, relevant legal provisions and principles and also relevant case laws. (v) Even if you do not know the answer, it is advisable to attempt, as the test is not only of the knowledge of law but also of analytical reasoning. (vi) Write your Roll Number at the top before answering. **Maximum marks: 200.**

1. Discuss the Scheme for determination of Property Tax under the Delhi Municipal Corporation Act, 1957 and under the New Delhi Municipal Council Act, 1994? 15 Marks

2. The owner of a house in Delhi, under the jurisdiction of Municipal Corporation of Delhi, is dissatisfied with the assessment by MCD of property tax with respect to his house. He institutes a civil suit challenging the said assessment. Whether the said suit is maintainable? Decide, giving reasons. 10 Marks

3. New Delhi Municipal Council, in the year 2023, issues notice to the owner of a house situated in the colony of Bengali Market, to show cause why the 2 rooms constructed on the open terrace above the ground floor of the said house, without obtaining any sanction from the NDMC, be not demolished. It is the plea of the owner, that the said construction was carried out nearly 10 years prior to the issuance of the notice and that the owners of other houses in the colony had also constructed 1 or 2 rooms on the open terrace above the ground floor and no action against them had been taken. The owner of the said house institutes a civil suit for the relief of permanent injunction restraining the NDMC from demolishing the 2 rooms and also for the relief of mandatory injunction directing the NDMC to regularize the construction of the aforesaid 2 rooms. Decide the suit, believing the pleas of the owner to be correct. Also decide, whether the reliefs of permanent injunction / mandatory injunction can be granted or not? 10 Marks

4. Ramlal, being the owner of a house in Delhi let out to Shyamlal, institutes a petition under Section 14(1)(e) of the Delhi Rent Control Act, 1958 for eviction of Shyamlal from the said house. Summons under Section 25B of the Act are issued to Shyamlal and are served on Shyamlal by ordinary process on 25th January, 2024, by registered post AD on 29th January, 2024 and again by ordinary process on 1st February, 2024. Shyamlal, on 23rd February, 2024 applies for leave to defend the petition for eviction. The Additional Rent Controller, before whom the petition for eviction is pending, dismisses the application for leave to defend, only on the ground that the same had been filed beyond the specified period and consequently passes an order of eviction of Shyamlal from said house. Shyamlal has in his custody and possession, documents to show, (i) that he resides in the house only with his wife and has no children; (ii) that Shyamlal, on 29th January, 2024 had suddenly fallen sick and was admitted to the hospital and remained hospitalized till 16th February, 2024; and, (iii) that his wife is a Government Servant and was on election duty.
Whether the leave to defend application was within time and whether the order of the Additional Rent Controller is correct? Also answer, what are the remedies of Shyamlal against the order of the Additional Rent Controller? 10 Marks

5. Please state whether each of the following statements is true or false. (Only either 'true' or 'false' is to be written, and nothing else.) A petition for eviction of tenant under Section 14(1)(e) of the Delhi Rent

Control Act, 1958, 6 x 2 = 12 Marks

(i) can be filed only for requirement of the landlord or his wife for residential purpose and not for the requirement of the landlord or his wife for commercial purposes.
(ii) can be filed only if the premises were let out for residential purpose and not if the premises were let out for commercial purposes or for residential-cum-commercial purposes.
(iii) can be filed only if the premises from which eviction is sought, as per the Master Plan and the Zonal Plan for Delhi are residential in nature and not if the premises are commercial in nature or residential-cum-commercial in nature.
(iv) cannot be filed for eviction of a tenant from a shop in a market area.
(v) cannot be filed with respect to a servant quarter only.
(vi) can be filed either with respect to the entire tenancy premises or with respect to only part of the tenancy premises.

6. A, a Hindu by religion, owns a house in Delhi, purchased from his self earned income, where he was residing with his wife and son. In the year 2008, A dies intestate, leaving a wife namely B, a son namely C and a married daughter namely D. Mother of A had predeceased him. B and C (with wife and children of C) continued living in the house. B dies in the year 2010, leaving a Will bequeathing all her assets in favour of C. C continued to reside in the house with his wife and two sons namely E and F. C, in the year 2020 decides to sell the house. F files a suit for partition of the house, claiming that the said house is ancestral and he, by birth acquired a share therein.
Decide the shares of C, D, E, F and of C's wife, if any, in the said house.
Also decide, what would be the shares of the aforesaid family members in the house, if B and not A was the original owner of the house? 20 Marks

7. Anil, the owner of a house in Delhi, files a petition for eviction of Sunil, a tenant in the said house, under Section 14(1)(e) of the Delhi Rent Control Act, 1958, on the ground of Sunil having sublet, assigned or parted with possession of the house to Akash. In the said petition for eviction, Anil pleads, (i) that Sunil is a drunkard, who has lost his job and has no source of livelihood; (ii) that Sunil had borrowed large sums of money from all his relatives and which he was not returning; and, (iii) that the wife of Sunil had turned to prostitution.
Sunil, besides defending the said petition for eviction, files a suit against Anil for recovery of damages of Rs.25 lakh, pleading that Anil, in his pleadings in the eviction petition had defamed Sunil. It was further the case of Sunil that such pleadings of Anil had no relevance to the grounds on which the petition for eviction had been filed.
Decide the suit filed by Sunil, giving reasons whether Anil had defamed Sunil. 15 Marks

8. A newspaper, in the course of reporting a court proceeding between A and B, prints in detail, the pleadings and arguments of A against B, including that B had twelve criminal prosecutions against him and that B had been convicted in eight of such prosecutions and his appeals against the said convictions were pending. B institutes a suit against the newspaper, pleading that the newspaper had defamed B and for recovery of damages of Rs.25 lakh and to restrain the newspaper from, in future, defaming him by reporting the court proceedings. The newspaper defends the suit, pleading right of freedom of speech and its rights as a newspaper.
Decide, giving reasons whether the newspaper had defamed B. 15 Marks

9. Ramlal, by an Agreement to Sell in writing dated 10th December, 2018 agrees to sell his house in Delhi to Shyamlal and receives advance sale consideration from Shyamlal. Shyamlal, in June, 2019 pays the entire balance consideration to Ramlal and Ramlal puts Shyamlal in vacant possession of the house. However, no Sale Deed or other registered document was executed. Ramlal, in January, 2024 files a suit for recovery of possession of the said house from Shyamlal, stating that Ramlal continued to be the owner of the house since Shyamlal did not get any Sale Deed of the house executed in his favour and that Shyamlal had no right to continue in possession of the said house. Ramlal also pleads that he is willing to refund to Shyamlal the sale consideration received from Shyamlal or such part of it, as may be deemed appropriate by the Court. Shyamlal defends the suit pleading that he had paid the entire agreed consideration and only thereafter was put into possession and had thus become owner, and execution of the Sale Deed, according to him, was a formality. It was further the plea of Shyamlal that the suit had been filed because the market value / price of the house had since doubled.
Decide, giving reasons and also whether the plea of Section 53A of Transfer of Property Act, 1882 is available to Shyamlal. 10 Marks

10. A, on 01st January, 1999 lets out a DDA flat in Janakpuri to B, for a period of two years, at a rent of Rs.4,000/- per month and puts B in possession of the flat. B pays rent to A for six months and then stops paying rent. A did not take any action for recovery of rent from B or for eviction of B from the said flat on the ground of non-payment of rent. A dies on 1st June, 2001. B continues in possession of the DDA flat without paying any rent. B however, continues to pay electricity and water charges of the said DDA flat. As per arrangement between A and his Banker, property tax of the said DDA flat was directly paid from the account of A with the said Bank to the MCD and continued to be so paid, even after the death of A. C, brother of A, in the year 2023 gets the leasehold rights in the said DDA flat converted into freehold in his name from the DDA and in January, 2024 files a suit for recovery of possession against B and for recovery of mesne profits for the previous 3 years. B sets up a plea of adverse possession.
Decide the said plea of adverse possession. 12 Marks

11. Please state whether each of the following statements is true or false. (Only either 'true' or 'false' is to be written, and nothing else.) 8 x 2 = 16 Marks

(i) All Agreements without consideration, are void.
(ii) A Contract caused by mistake as to any law in force in India, is void.
(iii) A Contract caused by mistake as to any law in force in India, is voidable.
(iv) An Agreement, where both the parties are under a mistake as to a matter of fact, is voidable at the option of either of the parties.
(v) A registered Deed of Gift made on account of natural love and affection between the parties standing, in a near relation to each other, being without consideration, is void.
(vi) An agency is terminated upon the death of the agent and not upon the death of the principal.
(vii) An injunction can be granted to restrain any person from instituting or prosecuting any proceedings in a Court not subordinate to that from which the injunction is sought.
(viii) An injunction can be granted even when the plaintiff has no personal interest in the matter.

12. Sunil, on 17th June, 2023 agreed to sell his house to Anil for a total consideration of Rs.40 lakh to be paid by Anil to Sunil latest by 7th February, 2024. Anil, vide notice dated 14th January, 2024 informed Sunil that he was ready with the balance sale consideration and forwarded to Sunil, a draft of

the proposed Sale Deed, to be executed and registered by Sunil in favour of Anil at the time of receiving the balance sale consideration on or before 7th February, 2024. Sunil, instead of responding to the said letter of Anil and / or receiving the balance sale consideration and executing the Sale Deed in favour of Anil, on 17th February, 2024 executes a Sale Deed of the house in favour of Manohar for Rs.45 lakh and puts Manohar in possession of the said house in pursuance to the Sale Deed. Discuss the remedies available to Anil and the form thereof. 15 Marks

13. National Highways Authority of India awards the work of construction of a cluster of five highways to ABC Pvt. Ltd. ABC Pvt. Ltd. engages DEF LLP as a sub-contractor for one out of the aforesaid five highways. DEF LLP, after completion of the work, offers possession of the said highway to ABC Pvt. Ltd and asks ABC Pvt. Ltd. to release the security deposit and Performance Bank Guarantee furnished by DEF LLP in favour of ABC Pvt. Ltd. ABC Pvt. Ltd. however, states that as per its contract with NHAI, it can offer possession to NHAI only after completion of work of all the five highways of the cluster and not piecemeal. As the cluster of other four highways was not complete, ABC Pvt. Ltd. was unable to take possession and asks DEF LLP to maintain the said highway till the work of the remaining four highways of the cluster is completed. DEF LLP contends that it was not concerned with the work of the other four highways, being carried out either by ABC Pvt. Ltd. itself or through other sub-contractors. Also, under its contract with ABC Pvt. Ltd., it was not required to wait till completion of work of other four highways. DEF LLP institutes a suit for permanent injunction to restrain ABC Pvt. Ltd. and its other sub-contractors from continuing with the work on the other four highways till the release of security deposit and Performance Bank Guarantee in favour of DEF LLP. Decide the merits of the said claim / plea of DEF LLP. 10 Marks

14. Write short notes on any two of the following: 20 Marks

A. The impact of amendments of the year 2018 to the Specific Relief Act, 1963 and whether the said amendments apply to contracts executed prior to the amendment of the Specific Relief Act, 1963.
B. The impact, if any of the Commercial Courts Act, 2015 on the Code of Civil Procedure, 1908 insofar as with respect to Commercial Suits.
C. The impact, if any of the Commercial Courts Act, 2015 on the Court Fees Act, 1870 and the Suits Valuation Act, 1887.

15. Please state whether each of the following statements is true or false. (Only either 'true' or 'false' is to be written, and nothing else.) 5 x 2 = 10 Marks

(i) The price in a contract of sale of goods may be fixed by the contract or the manner of its fixation may be fixed by the contract.
(ii) Where a contract of sale of goods is subject to any condition to be fulfilled by the sellers, the buyer cannot waive the condition.
(iii) A warranty in a contract for sale of goods is a stipulation essential to the main purpose of the contract, the breach of which gives rise to a right to treat the contract as repudiated.
(iv) Stipulation as to time of payment is deemed to be of essence to a contract for sale of goods.
(v) When the buyer of goods becomes insolvent, the unpaid seller who has parted with possession of the goods has the right of stopping them in transit.