Goa Civil Judge (Mains) 2023: Paper I · Civil Law — Solution

High Court of Bombay at Goa · 2023 recruitment · 22 September 2024

Q.1 · Judgment [20 marks]

Write a judgment based on following facts, assuming that necessary documents have been produced and witnesses have been examined.

The plaintiff and the defendants no.1 and 2 entered into an agreement for sale on 7/01/1984, wherein the said defendants represented to the plaintiff to be absolute owners of the suit property, admeasuring 470 square meters at the rate of Rs. 85/- per square metre. The plaintiff paid Rs.10,000/- (Rupees ten thousand only) as earnest money towards performance of the said agreement and the defendants no.1 and 2, had undertaken to finalize the sale deed within a period of 12 months. This agreement was renewed on same terms and conditions by execution of agreements dated 15/1/1985 and 16/1/1986. When the plaintiff made several representations and reminders requesting the defendants no.1 and 2 to execute the final sale deed, the defendants no.1 and 2 handed over to the plaintiff certain documents in June 1987, pertaining to the suit property disclosing co-ownership of defendant no.3 over the suit property. The plaintiff sent a notice to the defendants no.1 and 2 on 27/7/1987 requiring them to execute the final sale deed at the earliest. The plaintiff has always been ready and willing to perform her part of the contract. Defendants failed to execute the sale deed, hence the suit for specific performance, with compensation for the delay in execution of sale deed and damages for non performance.

The defendants, in their pleadings, stated that defendant no.3, who is the wife of defendant no.2, has no privity of contract with the plaintiff and therefore, the plaintiff has no cause of action to file the suit against the defendant no.3 and the suit is not maintainable against her. The Plaintiff at the time of entering into the agreements was aware that defendant no.3 is a co-owner. The defendant no.3 was not agreeing or consenting to the said agreement executed by defendants no.1 and 2, due to which the defendants no.1 and 2 by their reply dated 31/7/1987, offered to return the amount of Rs.10,000/- with interest as the execution of the sale deed was impossible. The agreement is unenforceable in law. The suit is barred by the law of limitation.

IN THE COURT OF THE CIVIL JUDGE, JUNIOR DIVISION, _____, GOA
Regular Civil Suit No. ____/_____
____ (Plaintiff) versus (1) ____, (2) ____ and (3) ____ (Defendants)
JUDGMENT

The case in brief. The plaintiff sues for specific performance of the agreement for sale dated 7 January 1984, renewed on 15 January 1985 and 16 January 1986, concerning a plot of 470 square metres at Rs. 85 per square metre (total Rs. 39,950), of which Rs. 10,000 was paid as earnest money. She also claims compensation for delay and damages for non-performance. She pleads that defendants 1 and 2 held themselves out as absolute owners, that in June 1987 they handed over papers showing co-ownership of defendant 3, that her notice of 27 July 1987 went unheeded, and that she has always been ready and willing. Defendants 1 and 2 admit the agreements and the earnest money but say that defendant 3, who never consented, is a co-owner, that the plaintiff knew this, that performance is

impossible and that they offered refund by reply of 31 July 1987. Defendant 3 says she is a stranger to the contract. All defendants plead limitation.

Issues. (1) Is the suit within limitation? (2) Has the plaintiff proved that she has always been ready and willing to perform her part? (3) Is the agreement enforceable against defendant 3? (4) Is the plaintiff entitled to specific performance, wholly or in part? (5) Is she entitled to compensation or damages, or to refund of the earnest money? (6) What order?

Evidence (assumed). It is assumed that the plaintiff examined herself as PW1 and a bank officer as PW2, proving the three agreements (Exh. P-1 to P-3), the receipt for Rs. 10,000 (Exh. P-4), her notice (Exh. P-5), the defendants' reply (Exh. P-6) and passbooks showing funds sufficient to pay the balance of Rs. 29,950 (Exh. P-7). Defendant 2 examined himself as DW1 and produced the title papers (Exh. D-1). No evidence was led of the market value of the plot or of any loss. The suit is taken to have been filed within three years of the last agreed date.

Issue 1. Under Article 54 of the Schedule to the Limitation Act, 1963, time for specific performance runs for three years from the date fixed for performance or, if none is fixed, from notice of refusal. The last renewal of 16 January 1986 fixed performance within twelve months, that is, by January 1987. The suit having been filed within three years of that date, it is within time. The reply of 31 July 1987 does not shorten the period. I answer Issue 1 in the affirmative.

Issue 2. Section 16(c) of the Specific Relief Act, 1963 bars relief to a plaintiff who fails to prove that she has performed or has always been ready and willing to perform the essential terms. By Explanation (i) she need not tender or deposit the money unless the court so directs. The plaintiff paid earnest money, renewed the agreement twice at the vendors' asking, pressed for execution and sent a notice. Exh. P-7 proves her capacity to pay the balance. I hold her ready and willing throughout. Issue 2 is answered in the affirmative.

Issue 3. Defendant 3 is not a party to any of the agreements and signed none of them. The evidence of PW1 that defendant 3 knew of or agreed to the sale is absent, and relationship with defendant 2 does not make her a contracting party. The plaintiff has not shown that defendant 3 is bound to concur or convey at the vendors' request, which is what section 13(1)(b) of the Act requires before a purchaser can compel the vendors to procure her concurrence. The agreement is therefore not enforceable against defendant 3 or her share. Issue 3 is answered in the negative.

Issue 4. Section 12(1) forbids specific performance of a part of a contract save as the section allows. The share of defendant 3 is a considerable part of the whole and cannot be left out under section 12(2). Under section 12(3) a plaintiff may obtain performance of what the vendors can perform only if she pays the whole agreed price for the portion and relinquishes all claim to the rest and to compensation for the deficiency. The plaintiff has neither pleaded nor offered this, and the extent of the shares of defendants 1 and 2 has not been proved. Nor is there material to treat their portion as a separate and independent part under section 12(4). The plaintiff's case that she was unaware of the co-ownership stands unrebutted: the agreements describe defendants 1 and 2 as absolute owners, and nothing proves that she knew otherwise, so the misrepresentation is theirs, but that does not cure the legal bar to performance. Specific performance is refused. Issue 4 is answered in the negative.

Issue 5. Defendants 1 and 2 represented themselves as absolute owners, took earnest money for three years and were unable to convey. The breach is theirs. However, no evidence was led of the value of the land or of loss, so no separate sum for delay or damages can be fixed and these claims are refused.

Where specific performance is refused, section 22(1)(b) permits the court to grant any other relief, including refund of earnest money, and section 22(2) requires that it be specifically claimed or the plaint be allowed to be amended. The plaintiff is allowed to amend the plaint to claim refund of Rs. 10,000, which defendants 1 and 2 have themselves admitted and offered to repay. Having kept the money since 1984, they shall pay interest at 6% per annum from 31 July 1987 till payment. Issue 5 is answered accordingly.

Order. (1) The suit for specific performance is dismissed. (2) The suit against defendant 3 is dismissed, and the plaintiff shall bear her own costs as to defendant 3. (3) Defendants 1 and 2 shall jointly and severally pay the plaintiff Rs. 10,000 as refund of earnest money with interest at 6% per annum from 31 July 1987 till payment, and the costs of the suit. (4) The claims for compensation for delay and damages are refused. (5) Draw up the decree accordingly.

Pronounced in open court on this ____ day of _____, _____.
(Signature)
Civil Judge, Junior Division, _____, Goa

Q.2 · Write short notes on any two of the following [16 marks]

A. Communication of proposal, acceptance and revocation as per the Contract Act, 1872.

A proposal is communicated when it reaches the knowledge of the person to whom it is made. Section 3 of the Contract Act recognises acts or omissions intended to communicate, or having the effect of communicating, a proposal, acceptance or revocation. Section 4 deliberately gives two completion points for acceptance. As against the proposer, it is complete once the acceptance is placed in transmission to the proposer and beyond the acceptor's control. As against the acceptor, it is complete when the proposer learns of it.

For example, if post is an authorised means of acceptance, the proposer is bound at dispatch. The acceptor may still communicate a withdrawal which reaches the proposer before or at the arrival of the acceptance. Conversely, the proposer cannot revoke after acceptance has been dispatched in that manner. Section 5 is applied by locating the time of effectiveness against the party seeking to withdraw.

Revocation is complete against its maker once transmitted beyond that person's control and against the recipient when it comes to the recipient's knowledge. The distinctions matter where the parties send messages in opposite directions. Mere preparation of an acceptance or a withdrawal leaves the message within the sender's control.

Section 6 supplies additional ways an offer ends. Besides communicated notice, it may lapse through expiry of a fixed or reasonable time, failure to fulfil a condition precedent to acceptance, or the proposer's death or insanity if known to the acceptor before acceptance. Identify the agreed channel and the evidence of dispatch and receipt before fixing the moment of contract.

B. What kind of property may be transferred as per the Transfer of Property Act, 1882?

Section 6 of the Transfer of Property Act starts from transferability. A transferable present proprietary interest can generally be disposed of to the extent lawfully held by the transferor. The exceptions protect contingent hopes, personal rights, the administration of public offices and other interests that law makes inalienable.

A possible heir cannot sell the bare expectation of succeeding to a living person's property. The chance of a legacy and comparable possibilities are also excluded. A right of re-entry for breach of a condition subsequent cannot be transferred by itself to a person other than the owner of the affected property. An easement accompanies its dominant heritage. Personal enjoyment rights, future maintenance and a mere right to sue cannot be assigned as independent property.

A public office and a public officer's salary are protected against transfer. The Act also protects the listed government pensions and stipends and political pensions. It disallows a transfer inconsistent with the nature of the interest, one with an unlawful object or consideration, and one to a legally disqualified transferee. Statutorily non-transferable occupancy and the specially described leases and revenue interests remain subject to their restrictions.

A claim forming part of a transferable property interest differs from a naked right to litigate for damages. For example, a transfer of a subsisting debt is not barred merely because the transferee might need to sue to recover it. Always identify the actual interest conveyed before applying the exclusion.

C. Implied conditions as to quality or fitness, as per the Sale of Goods Act, 1930.

Section 16 of the Sale of Goods Act states a general absence of an implied condition as to quality or fitness, subject to the Act, other law and its own exceptions. First ask whether the buyer made the particular purpose known, expressly or by implication, and relied on the seller's skill or judgment. If the goods are of a description the seller supplies in the course of business, they must be reasonably fit for that purpose. The statutory proviso addresses a specified article bought under its patent or trade name.

A separate rule applies to a purchase by description from a dealer in goods of that description. The goods must be of merchantable quality. If the buyer has examined them, this condition does not cover defects that the examination ought to have revealed. A defect concealed inside a sealed article can remain material even if the buyer inspected the outside. Fitness for a special communicated use and ordinary merchantability ask different questions and can both arise on one sale.

A binding trade usage can annex an implied condition or warranty. A stated warranty does not exclude an implied term merely by existing alongside it. The court should read the express term to see whether it is inconsistent with the implication. Apply the correct exception by showing the communication, reliance, description, seller's business and any meaningful examination the evidence establishes.

Q.3 · Discuss any four of the following- [16 marks]

A. Injunction to perform negative agreement.

Section 42 of the Specific Relief Act permits an injunction to enforce a negative promise joined to a positive contractual obligation even if relief to compel the positive obligation is unavailable. The applicant must have performed so much of the contract as binds the applicant. A restraint must still be lawful and consistent with ordinary injunction principles. For example, during a lawful term a court may consider enforcing a promised restraint on competing work where the order would not indirectly compel personal service or enforce an unlawful post-contract restriction.

B. Clog on redemption of mortgage.

Section 60 of the Transfer of Property Act gives the mortgagor a right, after the debt falls due and on proper payment or tender, to require return of the mortgage documents, delivery of possession where appropriate, and reconveyance or acknowledgement of extinguishment. A mortgage term that makes lawful redemption illusory or irretrievably converts security into ownership is a clog. Examine the terms together and their practical effect, including whether a collateral advantage disables redemption. The right subsists until validly extinguished by act of parties or by decree.

C. 'Restitution' as per the Code of Civil Procedure, 1908.

Section 144 CPC empowers the competent court, on application after the relevant decree or order is varied, reversed, set aside or modified, to restore the position the parties would have occupied but for it. The court can order repayment, return of possession, interest, costs or mesne profits where properly consequential. For example, possession delivered solely under a reversed decree can be restored to the displaced party. A separate suit cannot be brought for relief that could be obtained on that restitution application.

D. Conditions for a valid Hindu Marriage.

Section 5 of the Hindu Marriage Act requires two Hindus, no spouse living at marriage, statutory mental capacity, ages of at least 21 for the bridegroom and 18 for the bride, and absence of a prohibited or sapinda relationship unless a governing custom permits it. Section 7 recognises solemnisation in accordance with applicable customary rites. The consequences differ by defect. Contravening the first, fourth or fifth clause of section 5 engages section 11. Other defects require examination under the appropriate provision rather than treating every breach as automatic nullity.

E. 'Mundkar' as per the Goa, Daman and Diu Mundkars (Protection from Eviction) Act, 1975.

Section 2(p) treats as a mundkar a person lawfully maintaining fixed habitation in a dwelling house with the consent of the bhatkar or a person acting or purporting to act for the bhatkar. An obligation to render services is unnecessary and the definition includes family. It excludes rent-paying occupants, the specified live-in wage-paid domestic servants and watchmen, specified employees occupying work premises and caretakers. The explanation deems consent in the historic pre-appointed-date circumstances it specifies, subject to whether timely trespass eviction proceedings were brought and succeeded.

F. Rights of outgoing partner to carry on competing business.

Under section 36 of the Partnership Act an outgoing partner may open and advertise a competing business. Subject to contract, the outgoing partner may not use the old firm's name, represent the continuing firm, or solicit the customers who dealt with it before departure. The statute permits a reasonable agreement restraining similar business for a specified period or within specified local limits. Thus competition is the default and a valid limited restraint depends on the agreement and whether its scope is reasonable.

G. Time limit to carry out the Will as per the Goa Succession, Special Notaries and Inventory Proceeding Act, 2012.

Under section 272 of the Goa succession statute, the testator's specified period governs. If the will is silent, the executor ordinarily gets one year from assumption of office or from the end of litigation about validity or nullity. The executor may supervise outstanding dispositions and seek preventive relief. A testator's direction to continue execution for a qualifying charitable or public utility legacy can justify a longer period under the Act. Default within the time fixed forfeits the remuneration left to the executor and execution proceeds as if none had been appointed.

H. Contracts made in the exercise of the executive power of the Union or of a State.

Article 299(1) requires a government contract to be expressed as made by the President or Governor, as applicable, and executed on that authority's behalf by a person and in a manner duly authorised. Check the named party, the signatory's authority and the manner of execution separately. Informal official assent cannot establish compliance with these safeguards. Article 299(2) protects the President, Governor and executing officer against personal liability on such contracts. The contracting government's obligations remain a separate question.

Q.4 · Answer any two of the following [16 marks]

A. "The Courts shall have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is either expressly or impliedly barred". Explain.

Section 9 CPC confers general jurisdiction over suits of a civil nature, subject to the Code and statutory exclusion. The character of the rights claimed is central. Claims to property, office, contractual payment or other private rights ordinarily qualify. A dispute over a religious office or property can involve questions of rites and still be civil where the office or property right is directly in dispute. The statutory explanations recognise this even if fees are not attached to the office.

An express bar follows from language excluding civil suits or civil-court determination of the particular matter. An implied bar may follow from a statute creating a special right, allocating its determination to a designated authority and making its remedial scheme exclusive. The court must read the whole scheme. The existence of a specialist tribunal alone does not rule out every civil claim connected with the same facts.

Identify the relief and the issue the statute places elsewhere. A rent authority may have exclusive responsibility for a statutory eviction ground while a civil court still has jurisdiction over independent questions lying beyond the special statute. Assess the court's territorial, pecuniary and subject-matter competence separately. Territorial or valuation defects have their own procedural consequences.

In a borderline pleading, consider whether the claim can be tried without deciding an issue exclusively assigned elsewhere. A real exclusion must arise from the legislation. Where it is absent, section 9 supports ordinary civil adjudication.

B. What is meant by Lease and what are the rights and liabilities of a lessor as per the Transfer of Property Act, 1882. How does a 'lease' differ from a 'license'.

Section 105 of the Transfer of Property Act defines a lease as transfer of a right to enjoy immovable property for an express or implied time or in perpetuity, for consideration. Consideration may be a price, periodic rent, a share of crops, service or another thing of value accepted on the agreed terms. A premium is the price for the transfer. Rent is what is rendered for enjoyment under the lease.

Section 108 applies subject to a contrary contract or local usage. The lessor discloses known material defects relating to the intended use which ordinary care would not reveal to the lessee. On request the lessor puts the lessee in possession. The lessee who pays rent and performs the binding covenants is entitled to enjoy the property during the term without interruption from the lessor or persons claiming under the lessor. The lessor may receive the agreed rent, enforce covenants and recover possession on valid termination, subject to special tenancy legislation. The statutory defaults also address consequences if the lessor fails to discharge duties such as particular repairs or payments.

A licence, within section 52 of the Easements Act, is permission to do something in or on the grantor's property which would otherwise be unlawful. It creates neither an easement nor an interest in the property. A lease confers an interest in enjoyment. Exclusive possession is relevant evidence, and the terms and purpose of the grant decide its legal nature. For example, dedicated premises granted for a fixed term and rent may evidence a lease even if the instrument uses the word licence.

C. Once time has began to run no subsequent disability or inability to institute a proceeding will stop it. Explain.

Section 9 of the Limitation Act preserves the running of time once limitation starts. A subsequent incapacity or inability to sue or apply does not suspend it. Suppose a competent adult's cause of action accrued in January and the adult later became incapable of managing personal affairs. The intervening incapacity does not restart the clock. The calculation begins on the relevant date under the governing Article, subject to any independent statutory exclusion or extension.

Disability present when the period would first start raises a different issue. Section 6 provides special protection in stipulated cases, such as minority at the starting point. Section 8 limits that benefit. The court must distinguish the existence of that original disability from a later disability, and it should verify whether the proceeding falls within the provision. For example, successive events cannot be treated as fresh starting points merely because the original claimant was later disabled.

Section 9 itself contains a narrow exception. Where the debtor has received letters of administration of the creditor's estate, limitation for an action to recover that debt is suspended while the administration continues. The exceptional conflict is rooted in the debtor's role as the estate's administrator. The provision concerns suspension during that role. In an ordinary case, first fix the accrual date and then give effect only to a suspension or exclusion for which the Act actually provides.

D. Extinction of easement by non-enjoyment.

Section 47 of the Easements Act provides for extinction after an unbroken twenty years of non-enjoyment. For a continuous easement the period begins when the servient owner obstructs enjoyment or the dominant owner makes it impossible. For a discontinuous easement it begins when anyone last enjoys the right as dominant owner. A dominant owner can preserve a discontinuous easement by registering a declaration of intention to retain it within the period. An ensuing twenty years run from that registration.

Enjoyment at the wrong place, during the wrong hours or for a purpose outside the legal scope of the easement does not count. Mere ignorance of the easement, temporary impossibility of enjoyment during the period and absence of anyone in possession of the servient heritage do not by themselves prevent extinction. Use of a merely accessory right is insufficient. For example, walking to a well without taking water does not necessarily exercise a right to draw water.

The statute preserves an easement where cessation is pursuant to the owners' contract, a co-owner of the dominant heritage exercised it within the period, or it is an easement of necessity. Continuous connected rights of way over multiple servient properties may be treated as one for this purpose. The proper inquiry therefore identifies the right, its mode of enjoyment, the correct starting point and the evidence of any exercise or protective exception. Upon extinction, an accessory easement generally follows the principal right.

Q.5 · Write short notes on any four of the following [16 marks]

A. Effect of substituting or adding new plaintiff or defendant, in terms of the Limitation Act, 1963.

Under section 21 of the Limitation Act, for a new party the deemed institution date ordinarily is the date that party is added or substituted. A claim timely against an original defendant can therefore be late against a new defendant. If omission resulted from a good-faith mistake, the court may direct an earlier deemed date. It should record the basis for good faith and the date selected. The rule does not apply to pendente lite assignment or devolution, or mere transposition of plaintiff and defendant.

B. Subrogation as per the Transfer of Property Act, 1882.

Section 92 of the Transfer of Property Act restores to an eligible redeemer the redeemed mortgagee's rights concerning redemption, foreclosure or sale as against relevant parties. A qualifying person entitled to redeem, other than the mortgagor, and a redeeming co-mortgagor can claim legal subrogation. A person advancing money to the mortgagor to redeem claims conventional subrogation when the mortgagor agrees by registered instrument. The mortgage concerned must be fully redeemed. The doctrine preserves the original security and priority to the extent allowed and does not change the amount paid into a new windfall.

C. Rights which cannot be acquired by prescription as per the Easements Act, 1882.

Section 17 of the Easements Act excludes four categories from prescription. A right cannot be acquired if its effect would tend to destroy the subject of the right or the would-be servient property. The exclusions also cover light or air to open ground, surface water outside a stream and outside permanent collection, and underground water outside a defined channel. Thus decades of use of diffused underground water do not create the prescriptive right described in the question. A claim on another lawful basis requires separate proof.

D. Sale by sample and implied conditions therein, as per the Sale of Goods Act, 1930.

A sale is by sample where an express or implied term makes the sample contractual. Under section 17 of the Sale of Goods Act, the bulk must match the sample in quality, the buyer gets a reasonable opportunity to compare bulk and sample, and the goods must be free from a defect rendering them unmerchantable that reasonable examination of the sample would not disclose. Uniformity with a sample therefore cannot excuse a hidden defect common to both sample and bulk. Determine contractual sample status before applying these conditions.

E. Sub-letting, sub-division, assignment of land by a tenant as per the Goa Agricultural Tenancy Act, 1964.

Section 15 of the Agricultural Tenancy Act generally invalidates subdivision, subletting and assignment of a tenant's interest. It permits specified protected tenants, including widows, minors, persons with physical or mental disability and serving members of the Defence Forces, to sublet. It also permits specified transactions in favour of a cooperative society by its members and specified security for qualifying Government, cooperative or bank loans. For a disputed transaction, identify beneficiary, nature and statutory permission. An unauthorised transaction can also found termination under the Act.

F. Opening of succession, as per the Goa Succession, Special Notaries and Inventory Proceeding Act, 2012.

Succession opens on death under section 8. Where the deceased had a permanent residence in Goa, it opens there. Otherwise the location of Goa immovable property governs, with separate assets compared by value. Goa immovable property takes priority where other immovables lie elsewhere in India. The provision separately addresses major movable assets in Goa where a non-resident died outside Goa without Goa immovables, and death in Goa where there is no Goa permanent residence or immovable property. Opening is distinct from later partition, which can extend to the universal estate subject to statutory limits.

G. Fundamental duties as per the Constitution of India (any eight).

Article 51A sets out duties of citizens. Eight are to respect the Constitution, its institutions, Flag and Anthem, cherish the ideals of the freedom struggle, uphold sovereignty, unity and integrity, defend the country and render national service when called upon, promote harmony and renounce practices derogatory to women's dignity, preserve the composite cultural heritage, protect the natural environment and show compassion for living creatures, and develop scientific temper, humanism and a spirit of inquiry and reform. These are constitutional duties distinct from individually enforceable fundamental rights.

H. Damages in lieu of or in addition to injunction.

Section 40 of the Specific Relief Act allows a plaintiff seeking a perpetual or mandatory injunction to claim damages as well, or in its place. The court has discretion based on the proved injury. Damages must be claimed. If omitted, the court must permit amendment on just terms when the plaintiff seeks to add them. An award should distinguish loss already sustained from harm an injunction would prevent. Dismissal of the injunction suit bars a later damages suit for the same breach under the section.

Q.6 · Answer any two of the following [16 marks]

A. What is meant by 'Res Judicata'?

Res judicata protects the finality of adjudication. Under section 11 CPC, a court cannot retry a matter directly and substantially in issue when a competent court has already heard and finally decided it in a former suit between the same parties, or those claiming under them, litigating under the same title. The court should compare the former pleadings, issues and judgment. An incidental observation that was unnecessary to decide the dispute does not establish final adjudication of a material issue.

The former suit is the one decided first. Formal order of institution does not control. The explanations address the competence of the earlier court and extend preclusion to decisions of limited jurisdiction within their competence. They also cover bona fide litigation of common rights and the application of res judicata to execution proceedings. A relief claimed but not expressly granted is treated as refused for this purpose.

Constructive res judicata covers a ground of attack or defence that might and ought to have been raised in the former suit. Both opportunity and the duty to raise it matter. A claim that challenges an adjudicated title by merely presenting an alternative argument previously available may therefore fail. A new dispute based on a later transaction requires analysis of whether the material issue was already settled.

The party raising the bar should identify the binding former finding, the parties' capacities and the earlier court's competence. This enables the court to distinguish a barred issue from a fresh cause requiring a trial.

B. What are the circumstances in which tenancy can be terminated by the landlord, as per the Goa, Daman and Diu Agricultural Tenancy Act, 1964?

Section 11 of the Agricultural Tenancy Act specifies failure to pay rent when due, an act destructive or permanently injurious to land, unauthorised subdivision, subletting or assignment, failure to cultivate personally, and use for a non-agricultural purpose. The right is exercised through the statutory procedure. A landlord should identify the specific breach and apply before the Mamlatdar. Ownership does not confer a right to take back possession by self-help.

Ordinarily the landlord gives at least ninety days' written notice of the decision and its ground, and the tenant must fail to cure within that period. A second breach attracts the statutory fifty per cent penalty on the relevant seasonal rent. Where the same kind of breach occurs on more than two consecutive occasions, the proviso allows a direct application without the ordinary notice. The landlord must prove the earlier breaches before relying on that route.

A minor, a tenant with physical or mental disability, or a serving member of the Defence Forces has special protection from termination based solely on the qualifying subletting. Read that protection with the provisions which permit particular transactions. Section 12 supplies an additional opportunity in non-payment cases. The Mamlatdar calls for tender of arrears and costs within thirty days of the order. A non-payment application therefore requires consideration of both the general ground and the special cure. Determine the legal breach, notice, opportunity to remedy and competent order before concluding that the tenancy has ended.

C. What are the general rules of succession in case of Hindu female, as per the Hindu Succession Act, 1956?

Sections 15 and 16 of the Hindu Succession Act regulate intestate succession to a female Hindu. The ordinary sequence begins with sons and daughters, including children of a predeceased son or daughter, and the husband. Next come the heirs of the husband, then the mother and father, then the heirs of the father and finally the heirs of the mother. A higher statutory entry excludes the later entries. Where a son or daughter predeceased her leaving children, those children take between them the share the parent would have taken.

Section 15(2) gives source-specific rules in the absence of a son or daughter, including descendants of a predeceased son or daughter as specified. Property inherited from a parent then devolves on the heirs of the father. Property inherited from the husband or father-in-law then devolves on the heirs of the husband. These exceptions require evidence of inheritance from the specified person. For property outside the exceptions, such as ordinary self-acquired assets, the general order applies.

Section 16 supplies the order and shares, including the legal fiction for determining the heirs of the relevant husband, father or mother as if that person died intestate immediately after the female intestate. For example, identify which asset came from the deceased's parents before applying the parent-source rule. A common inventory can include assets subject to different channels of devolution. The answer assumes the Hindu Succession Act governs the estate in question.

D. What are grounds of eviction of a tenant as per the Goa, Daman And Diu Buildings (Lease, Rent And Eviction) Control Act, 1968.

Sections 21 and 22 of the Buildings (Lease, Rent and Eviction) Control Act require eviction through the statutory process. The landlord applies to the Controller and the tenant gets a reasonable opportunity to show cause. The rent ground requires arrears for the prescribed three-month period and failure to tender recoverable arrears within thirty days of receipt or refusal of registered demand. The statutory protections and applicable later payment rules must also be addressed before ordering eviction for arrears.

The other section 22 grounds include transfer or subletting without written consent, unauthorised change of purpose, material impairment of the building's value or utility, nuisance, acquisition or allotment of an alternate qualifying residence, four months' continuous non-occupation without reasonable cause and a non-bona-fide denial of title or claim to permanent tenancy. Each ground requires its own findings. For example, an alternate residence must satisfy the statutory description and geographical condition. Mere absence from the premises for a short period cannot establish cessation under the Act.

Read section 22 alongside the distinct recovery grounds in the same chapter, including the provisions for qualifying bona fide occupation and for repairs or reconstruction. Those provisions bring their own conditions and, where applicable, protections concerning restoration or re-entry. A Controller should identify the pleaded ground, apply the corresponding notice and proof requirements, address any available statutory defence, and then either direct delivery of possession or reject the application.