Goa Civil Judge (Mains) 2023

Paper I · Civil Law · compulsory paper

22nd September, 2024 · Time : 03 Hours · Total marks: 100

Instructions

1. All questions are compulsory. Figures to the right indicate marks.

2. Do not reproduce any question. Number of optional questions up to the prescribed number in the order in which the questions have been solved will only be assessed and excess answers of the question(s) will not be assessed.

3. Other than cited cases, candidates should not write roll number, any name(s) (including his / her own), signature, initials, address or any indication of his / her identity anywhere, inside the answer book, otherwise he/she would be disqualified.

Q.1 [Marks: 20]

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.

Q.2 [Marks: 16]

Write short notes on any two of the following

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

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

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

Q.3 [Marks: 16]

Discuss any four of the following-

A. Injunction to perform negative agreement.

B. Clog on redemption of mortgage.

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

D. Conditions for a valid Hindu Marriage.

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

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

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

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

Q.4 [Marks: 16]

Answer any two of the following

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.

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'.

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

D. Extinction of easement by non-enjoyment.

Q.5 [Marks: 16]

Write short notes on any four of the following

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

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

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

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

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

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

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

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

Q.6 [Marks: 16]

Answer any two of the following

A. What is meant by 'Res Judicata'?

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?

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

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

De Facto IAS