Gujarat Civil Judge (Mains) 2022

PAPER – II (CIVIL) · compulsory paper

31.07.2022 · 3 Hours · 100 Marks

Note

(1) Answers to questions may be given either in English or Gujarati, if not instructed otherwise.

(2) If more questions are attempted than required, the best combination of the answers shall be taken into consideration.

(3) Kindly answer the questions bearing in mind the weightage of marks allotted to the questions.

Q.1 Answer the following: (Any Five) **[25 marks]**

(1) Difference between temporary injunction and perpetual injunction.

(2) Rejection of Plaint.

(3) Void and Voidable Contracts.

(4) Amendment of Pleadings.

(5) Difference between lease and licence.

(6) Difference between Partnership and Joint Hindu Family Business.

(7) Remedy to a person dispossessed of immovable property otherwise than in due course of law.

Q.2 Explain the following: **[15 marks]**

(1) Representative Suit.

OR Kinds of jurisdiction in civil cases.

(2) Modes of Service of Summons.

OR Modes of Execution of Decree.

(3) Dissolution of the Firm.

OR Effect of non-registration of the Firm.

Q.3 Discuss in detail: (Any Four) **[28 marks]**

(1) Remedies for breach of contract.

(2) Contingent Contracts.

(3) Exclusion of time of proceeding bona fide in Court without jurisdiction as per the provision in Limitation Act.

(4) Doctrine of Lis Pendens.

(5) The provisions and principles with regard to Summary Suits.

(6) Different kinds of mortgage.

Q.4 Write an Essay in English only: (Any One) **[12 marks]**

(1) Mediation - a powerful tool of Alternative Dispute Resolution System and a need of the hour.

(2) Law of Injunctions in Civil Cases.

Q.5 State whether the given statements are true or false:(Any Five) **[10 marks]**

(1) Clerical or arithmetical mistakes in judgements, decrees or orders may at any time be corrected by the Court only on the application of any of the parties.

(2) Article 121 of the Schedule to the Limitation Act provides for limitation of 60 days from the date of abatement under the Code of Civil Procedure for an Order to set aside an abatement.

(3) Every promise and every set of promises, forming the consideration for each other, is an agreement.

(4) Where a partner acting within his apparent authority receives money or property from a third party and misapplies it, the firm is not liable to make good the loss.

(5) Article 21A of the Constitution of India provides for free and compulsory education to all children of the age of six to sixteen years.

(6) Preventive relief is granted at the discretion of the court by injunction, temporary or perpetual.

Q.6 Draw an Order allowing or dismissing the application for leave to defend. **[10 marks]**

The plaintiff filed Summary Suit in the City Civil Court against the defendant for recovery of dues amounting to Rs. 68 lacs along with interest amounting to Rs. 7 lacs. Plaintiff's case is that the defendant had written a letter and asked the plaintiff to send the statement of accounts in detail, so as to enable the defendant to make the payment on schedule. The cheques issued by the defendant were dishonoured. Defendant appeared and filed an affidavit for leave to defend raising a dispute as to the quality of goods supplied to the defendant and also challenging the interest on delayed payments. Defendant's case is that a sizeable amount has already been paid by the defendant to the plaintiff and that there was no contract between the parties as regards interest. Defendant stated that the summary suit is required to be tried as a long cause suit.