Gujarat Civil Judge (Mains) 2025

PAPER – II (CIVIL) · compulsory paper

CJ-2024-25 · Total Marks : 100 · Date : 12/10/2025 · Duration: 3 Hours

Note:

(1) Answer to the questions may be given either in English or Gujarati.

(2) Please answer the questions bearing in mind the weightage of marks allotted to them.

Q. 1 Answer the following (Any 5):- [25]

1. Explain the principles of 'res judicata' and 'constructive res judicata'.
2. Explain in detail the powers of Parliament and procedure to amend the Constitution of India.
3. Discuss the scope of Section 14 of the Limitation Act, 1963.
4. Explain in detail the scope of Section 9 and Section 17 of the Arbitration and Conciliation Act, 1996.
5. Explain the concept of "once a mortgage, always a mortgage".
6. Explain the difference between "agreement to sell" and "sale".
7. Discuss the provisions relating to abatement of suit and setting aside the abatement.

Q. 2 Explain the following:- [15]

1. Concept of readiness and willingness to perform the contract.

~OR~

Grounds for divorce under the Hindu Marriage Act, 1955 with relevant provisions.

2. The scope and effect of Section 89 of the Code of Civil Procedure, 1908 in light of judicial pronouncements.

~OR~

Distinction between 'Preliminary Decree' and 'Final Decree' with illustrations.

3. Difference between Bailment and Pledge.

~OR~

Rights and duties of the bailee.

Q. 3 Write short notes (Any 5):- [15]

1. Difference between void and voidable marriage.
2. Caveat Emptor.
3. Marz-ul-maut.
4. Attachment before decree.
5. Section 12A of the Commercial Courts Act, 2015.
6. Provisions relating to suits by indigent persons.
7. Provisions relating to suits by or against minors and persons of unsound mind.

Q. 4 Explain the following (Any 5):- [25]

1. Discuss the provisions and principles for grant or rejection of leave to defend under Order XXXVII of the Code of Civil Procedure, 1908 with case laws.

2. Fundamental Rights and Fundamental Duties.

3. Doctrine of lis pendens.

4. Effect of non-registration of documents required to be compulsorily registered.

5. Difference between lease and licence.

6. Doctrine of adverse possession.

7. Provision of Section 6 of the Hindu Succession Act, 1956 and its effect.

Q. 5 Attempt the following (Any 1):- [10]

1. 'A' a minor, without disclosing about the fact of his minority, entered into a contract with 'B' who is unaware of the minority of 'A'. 'B' also made some advance payment to 'A' in part-performance of the contract. Decide about the validity of the said contract discussing the legal provisions and the case laws. Further, if in case the said contract is found invalid, whether 'A' is liable to refund the advance payment paid to him by 'B' and under what provisions of law?

2. What are the grounds for rejection of a plaint? Whether rejection of plaint precludes presentation of fresh plaint on the same cause of action by plaintiff?

Q. 6 Draw an Order deciding the application filed by the defendant under Order-VII Rule-11 of the Code of Civil Procedure, 1908 for rejection of plaint. The facts are as under: [10]

In the year 2023, Plaintiff filed a suit seeking declaration for declaring him as owner in respect of the land bearing Revenue Survey No. 402 paiki 3 Khata No. 7/27 admeasuring about 2 Hectare - 03 Are - 14 Square meter and further for cancellation of sale-deed dated 08/09/2003 executed in respect of the said land stating that the purported sale-deed in favour of the defendant is forged. Criminal complaint in respect of the same has already been registered on the directions of the Hon'ble High Court. It is further the case of the plaintiff that there is no thumb impression or photograph of the plaintiff on the sale-deed and it had never been executed by the plaintiff in favour of the defendant. The plaintiff came to know about the sale-deed only in 2023 when he was served with a notice under Section 135 (D) of the Gujarat Land-Revenue Code, 1879 regarding mutation of the entry of the said land in favour of the defendant. Defendant, on the other hand, in his application contended that the plaintiff himself executed the sale-deed in his favour on 08/09/2003. However, as the same was under objection regarding deficit stamp duty, the sale deed was registered in favour of defendant only on 09/09/2023 after the payment of deficit stamp duty. Subsequently, defendant moved an application for mutation of his name in the revenue record, which was objected by the plaintiff and the objection was rejected by the revenue authorities. Appeal filed against the same was also rejected. It was submitted that as the sale-deed was executed in the year 2003 and as the suit is filed in 2023, it is hopelessly barred by the limitation and prays for the rejection of the plaint.