Jharkhand Civil Judge (Mains) 2015 (Backlog)

Paper II · compulsory paper

Full Marks: 100 · Time: 3 Hours. Answer five questions, selecting one question from each Section.

Section A

1. (a) "Performance of conditions of a proposal is an acceptance of the proposal." Discuss. 15 Marks

(b) A's pet dog was missing and therefore A instructed his servant to trace the dog. Subsequently A offered a reward of Rs. 10,000 to anybody who found the dog. The servant found the dog but he was unaware of the offer made by A. Later the servant comes to know of the offer and claims the reward. Is he entitled to it? Decide. 5 Marks

2. (a) What do you mean by 'Agency by operation'? Can there be any agency relationship between husband and wife? 15 Marks

(b) A was the Manager of a hotel where his wife B also worked as Deputy Manager. They were living together in the same hotel but did not have any separate establishment of their own. B purchased some clothes from Z on credit. Z demanded payment from A. Is A liable to pay? Decide giving reasons. 5 Marks

Section B

3. (a) "In a contract for the sale of goods, there is no implied condition or warranty as to the quality of goods or their fitness for any particular purpose." Comment. 10 Marks

(b) Explain the term 'unpaid seller'. Elaborate upon the rights of an unpaid seller. 10 Marks

4. (a) Nemo dat quod non habet: comment upon this maxim along with exceptions, if any. 15 Marks

(b) 'A' was shopping in a self-service supermarket. He picked up a bottle of soft drink from a shelf. The bottle exploded in his hand and as a result his hand was injured. He sued the manufacturers of the soft drink to recover damages for breach of condition arising from the sale of the bottle. Will 'A' succeed? Discuss. 5 Marks

Section C

5. (a) What do you understand by material alteration of a negotiable instrument? 10 Marks

(b) What is meant by dishonour for non-acceptance and dishonour for non-payment? State the cases when notice of dishonour is not necessary. 10 Marks

6. (a) What is a bill of exchange? How does it differ from a promissory note and a cheque? 15 Marks

(b) The holder of an instrument lost it. He did not give notice of loss to the parties liable on it. He also did not give a public notice of the loss. A approached the drawer to obtain a duplicate but he refused to entertain A. What remedy is available to A? 5 Marks

Section D

7. Discuss the following:

(a) "Arbitration agreement is not discharged by death of party." 10 Marks

(b) Administrative assistance and communication between conciliator and parties. 10 Marks

8. (a) What are the grounds for setting aside an arbitral award? 10 Marks

(b) Can an arbitrator pass an ex parte order? 10 Marks

Section E

9. (a) "Property can be transferred only between living persons." Elaborate. 10 Marks

(b) "A mere right to sue cannot be transferred." Explain. 10 Marks

10. (a) "He who takes benefit under the instrument must adopt the whole of it." Explain the statement in the light of section 35 of the Transfer of Property Act. 10 Marks

(b) Distinguish between mortgage and charge. 10 Marks

De Facto IAS