Jharkhand Civil Judge (Mains) 2018 (held September 2019)

Paper II · compulsory paper

Full Marks: 100 · Time: 3 Hours. Answer five questions, selecting one question from each Section. In case of any ambiguity in the Hindi version the English version shall be considered authentic. Questions can be answered in Hindi (Devnagri) or English (Roman) only.

Section A

1. (a) "All illegal agreements are void but all void agreements are not necessarily illegal." Discuss statutory provisions along with illustrations and decide cases in the light of this statement. 10 Marks

(b) State grounds on which a surety is discharged from his liability under a contract of guarantee. 10 Marks

2. (a) Explain the facts of and the principles of law laid down in Hadley v. Baxendale and its position under the Indian Contract Act, 1872. 10 Marks

(b) Write a note on Bailee's duty of care and support it with statutory provisions and decided cases. 10 Marks

Section B

3. (a) What are essentials of a contract of sale of goods? Distinguish it from an agreement to sale. 10 Marks

(b) What do you understand by Unpaid Seller's lien? When this lien is terminated? 10 Marks

4. (a) Discuss in detail the provisions relating to transfer of property in the goods under the Sale of Goods Act, 1930. 10 Marks

(b) Write short notes: 5×2 = 10 Marks

(i) Sale by description

(ii) Goods perishing before sale but after agreement to sell.

Section C

5. (a) Explain the provisions relating to discharge from liability on a negotiable instrument as provided in the Act. 10 Marks

(b) 'A' issues a post dated cheque for ₹ 5,000 in favour of 'B'. 'B' takes it to the bank and the bank marks it good for payment. Before the due date the amount to credit of 'A' in the bank falls to ₹ 3,000 and the bank refuses to honour the cheque when presented by 'B'. Advice 'B' and the Bank. 10 Marks

6. (a) Define 'negotiation'. Explain fully its different modes. Illustrate your answer. 10 Marks

(b) Define Endorsement and describe the different forms of Endorsement generally recognized by law. 10 Marks

Section D

7. (a) Define an arbitration and differentiate between Permanent Court and Arbitral Tribunal. 10 Marks

(b) "If a clause in an agreement between the parties clearly shows their intention that any dispute arising between them shall be decided by a particular person, then it is an 'arbitration clause' irrespective of the fact that the words 'arbitrator' or 'arbitration' have not been used therein." Amplify the above statement in the light of essential elements of an arbitration agreement. 10 Marks

8. (a) State the provisions relating to appeal from orders of arbitral tribunal under the Arbitration and Conciliation Act, 1996. 10 Marks

(b) Discuss the provisions laid down in Arbitration & Conciliation Act, 1996 regarding the lien on arbitral award and deposits as to costs. 10 Marks

Section E

9. (a) Define 'immovable property'. Explain the term in reference to things attached to earth. 10 Marks

(b) What is 'conditional transfer'? Under what circumstances a conditional transfer becomes void? Discuss. 10 Marks

10. (a) Discuss the doctrine of lis pendens and give its basis. Does the doctrine apply to an execution proceeding? Elucidate. 10 Marks

(b) Define lease. What are the different ways in which a lease may determine? 10 Marks

De Facto IAS