Kerala Judicial Service (Mains) 2023

Paper II · compulsory paper

Marks: 100 · Duration: 3 Hours

Part - I

Answer all the questions. Each question carries one mark. (Answers to the questions in this Part should be marked only in the OMR Answer sheet. Answers marked/written elsewhere will not be valued.)

(15 x 1 mark = 15 marks)

1. Doctrine of lost grant is a .....

A. presumption of fact

B. rule of evidence

C. presumption of law

D. none of the above

2. What is Debutter property ?

A. Property dedicated to God

B. Property belonging to a debtor

C. Property belonging to Government

D. Ownerless property.

3. What is the effect of 2013 Amendment to Section 28 of the Indian Contract Act ?

A. A Bank can restrict the limitation period of enforcement of guarantee to a minimum of one year through a contract on a specified contingency.

B. A bank can restrict the limitation period of enforcement of guarantee to a maximum of one year through a contract on a specified contingency.

C. A bank can restrict the limitation period of enforcement of guarantee to a maximum of 2 years through a contract on a specified contingency.

D. A bank can restrict the limitation period of enforcement of a guarantee to any period through a contract without any contingency.

4. For the purpose of getting the benefit of S.19 of the Limitation Act,

A. There need not be any acknowledgment and part payment of debt is sufficient.

B. Payment and acknowledgment should be within the period of limitation.

C. Acknowledgment can be even after the period of limitation but payment should be within the period of limitation.

D. There should be acknowledgment contemporaneous with the payment.

5. Accord and satisfaction is a doctrine which is provided under which Section of the Contract Act ?

A. S.23

B. S.63

C. S.65

D. S.75

6. Which among the following document need not be attested by 2 witnesses?

A. Will

B. gift deed

C. Sale deed

D. simple mortgage

7. 'A' and 'B' agree that 'A' shall pay 'B' 1000 Rupees, for which 'B' shall afterwards deliver to 'A' either rice or smuggled Opium. Which among the following is true about the transaction ?

A. The agreement to deliver rice and the agreement to deliver smuggled opium are void.

B. The agreement to deliver rice is a valid contract whereas agreement to deliver smuggled opium is a voidable contract.

C. The agreement to deliver rice is a valid contract whereas agreement to deliver smuggled opium is a void agreement.

D. The agreement to deliver rice and agreement to deliver smuggled opium are invalid agreements.

8. Ex post facto Agency is

A. Substitution of Agency

B. Ratification of Agency

C. Termination of Agency

D. Agency coupled with interest

9. After the passing of a decree for eviction of a tenant by the Civil Court and before it is executed, the Building Lease and Rent Control Act is made applicable to the area. The decree is:

A. Executable.

B. Void.

C. Voidable.

D. Becomes deemed order of Rent Control Court.

10. A suit is filed for cancellation of a sale deed. The fair value of the property is Rs.2 Lakhs. The value shown in the sale deed sought to be cancelled is Rs.5 Lakhs. Its market value in terms of Section 7 of the Kerala Court-Fees and Suits Valuation Act,1959 is Rs.4 Lakhs. What is the amount for which court fees to be paid on that suit ?

A. Rs. 2 Lakhs.

B. Rs. 5 Lakhs.

C. Rs. 4 Lakhs.

D. Fixed court fee of Rs.100.

11. In a suit for a decree of injunction against trespass upon an immovable property worth Rs.50,00,000/-, there is denial of title of the plaintiff. What is the mode for computation and under which provision of the Kerala Court-Fees and Suits Valuation Act, 1959 ?

A. Fixed court fees under Section 27(c).

B. On the market value of the property under Section 27(c).

C. On the half of the market value of the property under Section 27(a).

D. Fixed court fee under Section 27(b).

12. As per Section 22(1) of the Legal Services Authorities Act, 1987 a Lok Adalat shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 while trying a suit, in respect of a few matters mentioned therein. Which among the following is a power not so invested ?

A. summoning and examination on oath of witnesses.

B. discovery and production of documents.

C. reception of evidence on affidavits.

D. impleading of legal representatives.

13. A Munsiff notices that an agreement produced by the plaintiff is insufficiently stamped. At what stage of the suit can the Munsiff impound it ?

A. At any stage of the suit.

B. At the time of disposal of the suit.

C. At the time of framing issues.

D. After commencement of trial.

14. A person has executed an instrument undertaking to pay another a sum of Rs.10 Lakhs attested by two witnesses wherein payability to order or bearer of the instrument is prohibited. What kind of a document is it ?

A. Promissory Note

B. Bill of exchange

C. Bond

D. Deed of guarantee

15. In what manner can an award of the Lok Adalat, rendered on the basis of settlement between the parties, be challenged ?

A. By filing a separate suit.

B. By making an application in the suit in which the award was passed.

C. By filing a writ petition before the High Court under Article 226 or 227 of the Constitution of India.

D. By filing appeal before the court to which an appeal against the decree in that suit would ordinarily lie.

Part - II

Answer any 15 questions. Answers shall not exceed 120 words (1 page). If more than 15 questions are answered, the first 15 answers alone will be evaluated. Answers to the questions in this Part should be written in the Common Answer Book.

(15 x 3 marks = 45 marks)

16. Can injunction be granted against the co owner of a property? What are the principles ?

17. What is the difference between Earnest Money Deposit and Advance Money, and the forfeiture of the same ?

18. Explain the concept of 'tacking on' in relation to adverse possession.

19. What are repugnant clauses and defeasance clauses in a will ? Give examples of both under the Indian Succession Act or Transfer of Property Act.

20. What do you mean by redeem up, foreclose down ?

21. What is Banker's lien ?

22. What is the effect of mistake as to the character of a document and the contents of a document ? What is non est factum ?

23. What are the rights which cannot be acquired by prescription ?

24. A Will is attested by a legatee. What is its effect? Can he be called as a witness to prove the execution ?

25. 'A' filed a suit claiming adverse possession against 'B'. 'A' continued in the possession of property. 'B' filed a written statement denying the claim of 'A', but did not file any counter claim. The suit continued for 12 years. Is 'A' entitled for a decree of adverse possession ?

26. What do you mean by "integrity of a mortgage" ?

27. Briefly explain the rule against perpetuity under the Transfer of Property Act ?

28. A suit is decreed based on a compromise petition filed by the parties. Another suit is decreed based on a settlement agreement arrived at in mediation. Juxtapose the rules governing return of court fees in those cases.

29. Holder of a promissory note wrote his name and put his signature on the reverse of it. What legal consequences can follow that indorsement ? Discuss different kinds of indorsements with reference to the provisions in the Negotiable Instruments Act, 1881.

30. In a suit for realisation of money, the primary document relied on by the plaintiff is a promissory note. At the trial the plaintiff realised that the document does not amount to a promissory note. The plaintiff argues that the suit shall be decreed on the original cause of action. Explain the scope of that contention.

31. The plaintiff and the defendant are siblings. The suit is one for partition. Write an order referring the matter to Lok Adalat by adverting to the relevant provisions in the Code of Civil Procedure, 1908 and the Legal Services Authorities Act, 1987. (Cause title and names shall be avoided).

32. Which are the categories of persons, who want to file or defend a case, that are entitled to get legal services under the Legal Services Authorities Act, 1987 ?

33. Explain the differences between deeds of settlement and a gift with reference to the nature, stamp duty and relevant provisions.

34. Describe the procedure, and state the period of limitation along with exception, if any, for taking cognizance of offences under the Kerala Panchayat Raj Act, 1994.

35. There are three circumstances where use of religion or religious feelings amount to corrupt practice under the Kerala Panchayat Raj Act, 1994. Narrate.

Part - III

Answer any 5 questions. Answers shall not exceed 250 words (2 pages). If more than 5 questions are answered, the first 5 answers alone will be evaluated. Answers to the questions in this Part should be written in the Common Answer Book.

(5 x 8 marks = 40 marks)

36. Explain the statement 'Once a Mortgage, always a mortgage and nothing but a Mortgage'.

37. What are the rights of the licensee whose license has been revoked and what are the reliefs that can be claimed in a suit against him ?

38. When is time of essence of a contract ? Explain with examples. What are the effects of the same when there is a breach of the contract ?

39. What are the principles relating to calculation of damages in case of breach of contract ?

40. Does the Limitation Act apply to Courts and Tribunals in the same way ? What is the relevance of a Persona Designata for the application of Limitation Act ? Explain with the help of decisions.

41. Suit is one for partition of an agricultural property. The property is in joint ownership, but the defendant is excluded from possession. The plaintiff claims half right. Annual gross profits from the property is Rs.1,20,000/-. Annual tax due to the Government is Rs.5000/-. Value the suit, referring to the relevant provisions, for court fees and jurisdiction. To which court the suit shall lie ? What distinction shall it make if the plaintiff and the defendant are in joint possession ?

42. Describe the orders, instruments, etc. to be forwarded and explain the steps to be taken in that regard under Section 89 of the Registration Act, 1908 ? What are the exception/s thereof ?

43. Narrate the requirements of Section 28 of the Registration Act, 1908. If the executant of a registered sale deed committed fraud on the law of registration in relation to such a requirement, what is the proper course to challenge that sale deed ? Explain.