Maharashtra Civil Judge (Mains) 2020

Paper I: Civil Laws · compulsory paper

Civil Procedure Code, Transfer of Property Act, Specific Relief Act, Law of Contracts, Sale of Goods Act and Partnership Act. Time: 3 Hours · Maximum Marks: 100

Instructions to the candidates

1. All questions are compulsory.
2. Question No. 1 carries 20 marks. All other questions carry equal marks, i.e. 16 marks each.
3. Your answers must be to the point, wherever possible quoting the specific provision of law.
4. Do not reproduce any question. Write only the question's number against the answer.
5. Wherever an option has been given, only the required number of responses in the serial order attempted shall be assessed. Excess responses shall be ignored.
6. Other than cited cases, the candidate should not write roll number, any names (including their own), signature, address or any indication of their identity anywhere inside the answer book, otherwise he will be penalised.
7. The English version of the question shall be authentic in case of any ambiguity.
8. All questions can be attempted only in one language, either English or Marathi, as per the option given in the application form.
9. Candidates are expected to answer all the sub-questions of a question together. If a sub-question is attempted elsewhere (after leaving a few pages or after attempting another question), the later sub-question shall be overlooked.

Question No. 1 [20 marks]

Write a judgment on the following facts. You must pay attention to the following points: (a) The judgment must be in proper format; (b) Frame proper issues and record findings on them; (c) Conclude the judgment with an operative order.

Facts for judgment. Plaintiff's case is as follows:

Ram is the owner of a shop admeasuring 6 × 22 feet. Ram has let out the shop to Digambar at a monthly rent of ₹ 5,000. Digambar started his shop by obtaining a licence from the Municipal authority. In the month of January 2002 Digambar converted the shop into two shops admeasuring 3 × 22 feet each, by constructing a brick-masonry wall. The shops have separate shutters and separate licences for doing business from the shops.

Ram came to know about the division of the shop in the year 2004. According to him Digambar has carried out additions and alterations of a permanent nature without his written permission. He therefore issued a notice to Digambar and called upon him to vacate the shop on this ground. Digambar failed to vacate the shop despite receipt of the notice, by raising a defence of total denial. Ram therefore filed the suit for eviction of his tenant Digambar.

Defence taken in the written statement:

Digambar filed the written statement and denied the material facts pleaded by Ram. He has raised a twofold defence. The first defence is that his landlord Ram had granted him oral permission to divide the shop into two shops. He is therefore estopped from making the grievance. He has accepted the rent

for two years, despite knowing the division of the shop. His second defence is that the construction of the dividing wall does not amount to erection of a structure of a permanent nature. His act is not violative of the provisions of the rent act. He has not caused damage to the original shop.

Parties have adduced evidence. Imagine the evidence and record findings.

Question No. 2 [16 marks]

Write short notes on any four of the following:
(a) Amendment of pleadings
(b) Necessary party and proper party
(c) Decree, preliminary decree and final decree
(d) Unpaid seller's lien
(e) Rejection of plaint
(f) Gift and onerous gift

Question No. 3 [16 marks]

Write short notes on any four of the following:
(a) Set-off and counter-claim
(b) Amendment of decree, judgment and order, and limitations on the powers of the court to amend it
(c) Cost and compensatory cost
(d) Effect of sub-sale or pledge by buyer
(e) Determination of lease
(f) Void agreements

Question No. 4 [16 marks]

Answer any two of the following:
(a) Whether registration of a partnership firm is necessary? What are the consequences of non-registration of a partnership firm?
(b) When can a court receiver be appointed? What are the duties of a court receiver?
(c) "Doctrine of part-performance of contract." Explain in detail.

Question No. 5 [16 marks]

Answer any two of the following:
(a) "All contracts are agreements but all agreements are not contracts." Elaborate in detail.
(b) Permanent injunction and mandatory injunction. Explain in detail.
(c) How can a minor sue or be sued?

Question No. 6 [16 marks]

Write short notes on any four:
(a) Appointment of court commissioner
(b) Unpaid seller's rights
(c) Mode of execution of decree for specific performance of contract and restitution of conjugal rights
(d) Mode of execution of decree for specific movable property
(e) Dissolution of partnership firm by the court
(f) Retirement of a partner