# Maharashtra Civil Judge (Mains) 2021

## 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 and Prakash are friends. Prakash is a cloth merchant and Ram is an L.I.C. agent. Both were having financial transactions in the past. Prakash was in need of money, therefore on 5.2.2020 he approached Ram and requested him to lend an amount of ₹ 1,00,000/- for business purpose. Ram extended the said amount to Prakash on 6.2.2020 by withdrawing it from his bank account. Prakash had promised to return the said amount within 6 months. It was agreed between them that no interest will be charged on the said amount, if the same is returned within the stipulated period.

Prakash failed to return the said amount within 6 months. Therefore on 1.11.2020 Ram issued a notice through his Advocate to Prakash calling upon him to return the amount within 7 days. Prakash received the said notice on 5.11.2020. Thereafter Prakash issued a cheque bearing No. 56789 dated 10.11.2020 drawn on Bank of Baroda, Gandhi Nagar branch, Kolhapur for ₹ 1,00,000/- in favour of Ram. On 11.11.2020 Ram presented the said cheque in his bank. The said cheque came to be dishonoured due to "funds insufficient" in the account of Prakash.

Again on 15.11.2020 Ram issued a notice through his Advocate to Prakash calling upon him to make full payment on or before 25.11.2020. Prakash received the said notice on 17.11.2020 but he failed to

comply with the same. Hence Ram has filed the present suit against Prakash for recovery of ₹ 1,10,000/-. The claim includes interest from the date of expiry of 6 months and notice charges. Future interest is also claimed.

Defence taken in the written statement:

Prakash admits that he had taken an amount from Ram in the past, but this time he denied having taken the amount from Ram, as claimed. He had taken an insurance policy through Ram and had issued a blank signed cheque towards payment of the policy premium. Ram has misused the said cheque.

Ram has filed a complaint under Section 138 of the Negotiable Instruments Act against him in respect of the said cheque, which is pending. He denied specifically all other adverse averments in the plaint.

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) Transfer of property for benefit of unborn person.
(b) Rule against perpetuity under the Transfer of Property Act.
(c) In which cases can a plaint be rejected?
(d) What are the consequences of disobedience or breach of injunction?
(e) When may a partner be retired?
(f) Insolvency of a partner.

**Question No. 3** [16 marks]

Write short notes on any four of the following:
(a) Conditional transfer
(b) Transfer by ostensible owner
(c) When may cancellation of instruments be ordered?
(d) How can a dispute be settled outside the court, and modes of alternate dispute resolution
(e) Undue influence
(f) Misrepresentation

**Question No. 4** [16 marks]

Answer any two of the following:
(a) Right of mortgagor to redeem. Explain.
(b) When may the court pass an order of attachment before judgment, and when shall such attachment be void?
(c) What are the mutual rights and liabilities of partners?

**Question No. 5** [16 marks]

Answer any two of the following:
(a) When can an injunction not be granted under the Specific Relief Act?
(b) Perpetual injunction and mandatory injunction. Explain in detail.
(c) Define "unpaid seller" and state its rights.

**Question No. 6** [16 marks]

Write short notes on any four:
(a) Transfer by one co-owner.

(b) Rights and liabilities of the lessor.
(c) Procedure for service of summons when the defendant refuses to accept service or cannot be found.
(d) What is a sound mind of a person for the purpose of contracting?
(e) Sale of goods by a person not the owner.
(f) Buyer's right of examining the goods.

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