Maharashtra Civil Judge (Mains) 2022

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

Paper II is not available.

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 [marks not printed]

Write a judgment on the following facts. You must pay attention to the following: (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:

The Plaintiff-Suresh filed a civil suit against the Defendant-Ramesh for possession of a part of agricultural land bearing field Survey No. 13, admeasuring 10x200 sq. yard (hereinafter referred to as "Suit Property"). Ramesh is the owner of field Survey No. 12. The suit property is situated adjacent to field Survey No. 12 on the eastern side. According to Suresh, on dt. 1.6.2023, Ramesh encroached upon the suit property and constructed a compound with barbed wires. Suresh had got the boundaries of field Survey Nos. 12 and 13 demarcated and ascertained the encroachment on the suit property. On dt. 2.7.2023, Suresh issued a legal notice to Ramesh. The notice was received, but Ramesh refused to vacate the suit property.

Defence taken in the written statement:

Ramesh pleaded that he had purchased field Survey No. 12 admeasuring 2.5 acres from Sanjay vide registered sale deed dt. 10.1.2021 for Rs. 5,00,000/-. Sanjay was cultivating and in possession of the suit property since more than 12 years. He had bonafidely enclosed the suit property with barbed wires and he was not a trespasser. He was a bonafide purchaser. In the alternative, it was pleaded that in

case Suresh succeeds, he may be granted compensation towards the improvement made by him or he be directed to sell the suit property to him.

Parties adduced evidence. Imagine the evidence and record findings.

Question No. 2 [marks not printed]

Write short notes on any four of the following:
(a) Transfer by co-owner
(b) Condition and warranty
(c) Necessary and proper party
(d) Stay of suit and bar of further suit
(e) Types of injunctions
(f) Types of costs

Question No. 3 [marks not printed]

Write short notes on any four of the following:
(a) Fraudulent transfer
(b) Rescission of contracts
(c) Inherent powers of the Court
(d) Effect of death, marriage and insolvency of parties on suit.
(e) Contingent contract
(f) Withdrawal and adjustment of suit

Question No. 4 [marks not printed]

Answer any two of the following:
(a) Rights and liabilities of partners inter se and with third parties.
(b) Lease of immovable property. Rights and liabilities of lessor and lessee.
(c) Rights of unpaid seller against the goods.

Question No. 5 [marks not printed]

Answer any two of the following:
(a) Difference between set-off and counter-claim.
(b) Difference between ex parte order and ex parte decree.
(c) Gifts

Question No. 6 [marks not printed]

Write short notes on any four of the following:
(a) Difference between pledge and mortgage
(b) Explain doctrine of election.
(c) When is consent said to be free under the Indian Contract Act?
(d) What is an interpleader suit?
(e) Marshalling securities
(f) What is the difference between misrepresentation and fraud under the Indian Contract Act?