Punjab Civil Judge (Mains) 2022

CIVIL LAW I · compulsory paper

2 June 2023 · Three hours · 200 marks

1. Attempt all questions in the same order in which they appear.
2. Marks for individual questions are indicated against each question.
3. Support your answers with relevant provisions and case law.
4. No extra answer sheet will be provided.

Question 1

1(a). Mr. A owns a piece of land in a residential area. Mr. B, a neighbour, is planning to construct a commercial building on his property, which violates the local zoning regulations. Mr. A is concerned that the construction will negatively impact the value of his property and the peaceful residential character. Mr. A files a suit seeking injunction to halt the construction. What would be the essential principles that need to be satisfied in the above fact situation for the Court to grant temporary injunction? Discuss. [10 marks]

1(b). Write short notes on the following: (i) Misjoinder of parties (ii) Summary suit (iii) Precept (iv) Garnishee..... [10 marks]

1(c). Discuss the difference between "Res judicata" and "Constructive Res judicata" in terms of their applicability and effect on litigation Explain the circumstances under which a matter can be considered "Res sub judice". [10 marks]

1(d). What is 'Set-off' and 'Counter claim'? Explain the difference [10 marks]

Question 2

2(a). The law provides for a preliminary and a final decree. Explain the object behind these two kinds of decrees. [10 marks]

2(b). In a dispute between two parties, the parties are encouraged to settle their dispute outside the court. Elaborate on the alternative mechanisms through which the parties may settle their dispute as per the Code of Civil Procedure, 1908. [10 marks]

2(c). Discuss the right to recover immediate possession of residential building or scheduled building and/or non-residential building in relation to the Non-resident Indians under the East Punjab Rent Restriction Act, 1949. [10 marks]

2(d). "A Force Majeure clause in a contract may relieve the parties from the uncertainties regarding the consequences of an event on which they have no control. Also, if an alternative mode of performance is provided in the contract, then the party has to switch to this mode instead of calling for the application of a force majeure clause." Discuss. [10 marks]

Question 3

3(a). What is meant by Novation of Contract? How is it different from 'Accord and Satisfaction' under the Indian Contract Act, 1872? Explain. [10 marks]

3(b). "Risk prima facie passes with the property." Explain this statement in the light of the Sale of Goods Act, 1930. [10 marks]

3(c). Comment upon the principle 'Nemo Dat Quod Non Habet under the Sale of Goods Act, 1930. [10 marks]

3(d). A, B and C are partners in a firm. As per terms of the partnership deed. A is entitled to 30 percent of the partnership property and profits. A retires from the firm and dies after 15 days. B and C continue business of the firm without settling accounts. What are the rights of A's legal representatives against the firm under the Indian Partnership Act, 1932? [10 marks]

Question 4

4(a). What is the relevance of 'Public Notice' under the Indian Partnership Act, 1932? When and how could a Public notice be given under the Act? State the consequences if such a Public notice is not given? [5 marks]

4(b). Mr. X was in settled possession of a piece of land. However, he has been forcibly dispossessed from the land. What is the remedy available to him and the period within which he can avail the same. Explain. [10 marks]

4(c). Discuss the impact of DNA technology upon the presumption of legitimacy embodied under Section 112 of the Indian Evidence Act, 1872. [10 marks]

4(d). Previous judgments are not relevant in any subsequent case or proceeding unless they are judgments in rem. Explain. [10 marks]

4(e). The provision of judicial notice under the Indian Evidence Act, 1872 is best explained as a requirement of expediency. Discuss. [5 marks]

Question 5

5(a). What is a 'mortgage'? Evaluate the difference between a mortgage by conditional sale and a sale with a condition of repurchase. [10 marks]

5(b). What is meant by 'Vested Interest' and 'Contingent Interest'? Discuss. [10 marks]

5(c). Comment upon the 2018 amendments relating to 'Specific Performance in the Specific Relief Act, 1963 with illustrations. [10 marks]

5(d). He who seeks equity must do equity. How far does this maxim provide relief in cases of improvements made by bonafide holders under defective title? Explain. [10 marks]