Rajasthan Civil Judge (Mains) 2018

Law Paper I · compulsory paper

Time: 3 Hours · Maximum Marks: 100 · 22 questions: Questions 1 to 10 carry 3 marks each, 11 to 15 carry 4 marks each, 16 to 20 carry 6 marks each, 21 and 22 carry 10 marks each

Instructions to the candidates

1. Write the required particulars only on the flap provided on the top of "Question Paper-cum-Answer Booklet"; and not at any other place.

2. Do not write any mark of identity inside the "Question Paper-cum-Answer Booklet" (including paper for rough work) i.e. Roll No., Name, Address, Mobile No./Telephone No., Name of God etc. or any irrelevant word other than the answer of question. Such act will be treated as unfair means. In such a case his candidature shall be rejected for the entire examination.

3. A candidate found creating disturbance at the examination centre or misbehaving with Invigilating Staff or cheating will render him liable for disqualification and he shall also be liable for penal action under the relevant law.

4. The question number and their marks are indicated in the "Question Paper-cum-Answer Booklet".

5. The answers of the questions should strictly be written in the space provided below question and not elsewhere, otherwise, such answer shall not be assessed by the examiner.

6. The candidate should write the answers in the provided space. No Supplementary Answer Book shall be provided in any case.

7. Specify an option of language Hindi or English, by ticking in box of "Medium of Answer" on the flap and answer in the same opted language.

8. In any question, if there is any discrepancy in English and Hindi versions, the English version is to be treated as standard.

9. In case the "Question Paper-cum-Answer Booklet" is torn or not printed properly, bring it to the notice of Invigilator for change or direction, at earliest otherwise the candidate will be liable for that.

10. Possession of any type of electronic device is strictly prohibited in the Examination Hall.

Note: Attempt all questions. Marks of each question are mentioned against the question.

1. Whether the Limitation Act, 1963, applies to the proceedings under Article 32 and 226 of the Constitution of India? Explain in brief. [3 marks]

2. What are "Money Bills" under the Constitution? By which judgment a Constitution Bench of Hon'ble Supreme Court upheld the passing of Aadhaar (Targeted Delivery of Financial and other Subsidies, Benefits and Services) Act, 2016 as a Money Bill? [3 marks]

3. Define "Pleader" under the Code of Civil Procedure, 1908? Describe the provisions relating to appointment of the Pleader. [3 marks]

4. Write a short note on Suits by Indigent Persons. Under what circumstances court shall reject the application for permission to sue as an Indigent Person? [3 marks]

5. Whether following transactions amount to transfer? Explain in short.
(A) Partition.
(B) Exchange. [3 marks]

6. "A" deposits the title deeds of his property with Bank "X" to secure an overdraft. "A" asks the Bank to return the deeds on the ground that he wants to sell the property and clear the overdraft. The usual practice in such a case was for the prospective buyer to inspect the title deeds in the office of the mortgagee's advocate. But "A" said that he would not get a good price, if the buyer came to know that the Bank had the deeds. The Bank manager returned the deeds to "A". Then "A", borrowed money from another Bank "Y" on the deposit of same title deeds falsely representing that there was no encumbrance.
As between Banks "X" and "Y", who will have the priority to recover the dues from the property? Support your answer with relevant provision of law. [3 marks]

7. State in brief with statutory provisions and reasons, whether permanent injunction can be granted in following cases?
(A) To restrain his/her spouse from second marriage.
(B) To prevent the breach of a contract, the performance of which is specifically enforceable. [3 marks]

8. "X" offered to sell his house to "Y" at the price of Rs. 50 Lacs. "Y" stated that he is ready to purchase the house at Rs. 45 Lacs. "X" refuses to sell. Sometime later "Y" goes to "X" with Rs. 50 Lacs to buy the house.
Whether the offer of "X" for Rs. 50 Lacs is still valid? Explain with reasons. [3 marks]

9. Describe the procedure by which the President of India can issue a proclamation of national emergency. [3 marks]

10. Law favors alienation of property than its accumulation. Discuss. [3 marks]

11. Distinguish the followings
(A) Revision, Review and Reference.
(B) Non-joinder and Mis-joinder of parties. [4 marks]

12. Amongst the followings, which contract is specifically enforceable and which is not? Explain with reasons and support of relevant provisions.
(A) Contract to marry
(B) A contract to execute a mortgage deed.
(C) An agreement to sell the land.
(D) 'A' & 'B', contract to become partners in a certain business. [4 marks]

13. "Contents of a document can only be proved by primary evidence", briefly explain the exceptions to this principle. [4 marks]

14. With appropriate illustrations explain Continuing Guarantee and revocation thereof. [4 marks]

15. Which are the modes of execution of orders under the Rajasthan Rent Control Act, 2001? [4 marks]

16. Explain the "Settlement of disputes outside the Court", as embodied under Section 89 of the Code of Civil Procedure, 1908. Narrate the guidelines issued in leading judgments of Hon'ble Supreme Court, in this regard. [6 marks]

17. Plaintiff "A" institutes a suit for permanent injunction against defendant "B" on 20.02.2002. After filing of Written Statement by the defendant, the court framed the issues and fixed the case for Plaintiff's evidence on 21.07.2005. On 21.07.2005 the Plaintiff himself appeared for his evidence but the defendant and his counsel did not appear in the court. On this, the court recorded statement of Plaintiff and closed the defendant's opportunity of cross examination and also passed the order to proceed ex-party against the defendant. The case was fixed for evidence of plaintiff's remaining witnesses for 11.08.2005.
Defendant appeared on 11.08.2005 and filed an application under Order IX Rule 7 CPC with the averments that he could not appear on 21.07.2005 due to marriage in the family and his counsel was busy in other courts, hence, the counsel also could not appear and prayed to allow him to cross examine the Plaintiff by setting-aside the ex-party order passed against him.
Plaintiff, in his reply, rebutted all the facts raised in the application and contended that above application was presented with an intention to delay the case.
Write an order on such application with relevant provisions and brief reasons. [6 marks]

18. Define "Pledge", "Pawnor" and "Pawnee". What are the Pawnee's rights? Discuss elaborately. [6 marks]

19. What is the meaning of tenant under the Rajasthan Rent Control Act, 2001, and what is the procedure for eviction of a tenant? [6 marks]

20. Distinguish between the following-
(A) Substantial Law and Procedural Law.
(B) Repeal and Amendment.
(C) Judicial Precedents and Legislation. [6 marks]

21. Write short notes on the followings-
(A) Relevancy of the character of a person in civil cases.
(B) Relevancy of the opinion as to handwriting.
(C) The idea of "Single Citizenship" under the Constitution of India.
(D) Presumption as to documents thirty years old.
(E) Recording of the evidence of a witness unable to speak. [10 marks]

22. Write a reasoned judgment on the following facts-

Averments in the Plaint

On 19.04.2018, the plaintiff instituted a suit against the defendant on the facts that he purchased the suit property through an agreement dated 13.05.2000 and he is in continuous possession since then and he constructed a room thereupon. According to the plaintiff, he is in settled possession over the suit property. On 15.01.2001, plaintiff filed an application for regularization of his land, in prescribed form enclosing site plan and necessary documents before defendant Municipality, in accordance with the circular of State Government and deposited a cheque No. 05560671 amounting Rs. 50250/- on the basis of self determination. On 25.03.2018, the officers of the defendant came on the suit property and started demolishing the boundary wall and construction. On the protest of plaintiff, they returned back telling that the suit property is of the ownership of defendant and they will dispossess him, for which defendant has no right. At the end plaintiff prayed to issue permanent injunction in his favor and against the defendant not to demolish the construction and boundary wall of the suit property, not to dispossess him and not to do so through their agent or servant etc. If, during the pendency of the suit, plaintiff would be dispossess from suit property than the same be restored and order to the defendant

to regularize the suit property in favor of plaintiff.

Averments in the Written Statement

The possession of the plaintiff over the suit property is not legally valid. Presently, the nature of the suit property is of agriculture land, which has not been regularized. The construction was not constructed with the permission of the defendant. The defendant did not order to deposit the amount for regularization. Presently, the suit property is shown in the name of defendant in the Jamabandi. Plaintiff is a trespasser. The construction is illegal. Plaintiff is not having settled possession. Hence, defendant has every right to remove the construction work and to evict the plaintiff from the suit property. At the end, defendant prayed to dismiss the suit with cost. [10 marks]

De Facto IAS