Rajasthan Civil Judge (Mains) 2024

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. What is the procedure to be adopted, when defendant refuses to accept service of summons or cannot be found? Explain with the help of relevant provisions of the Code of Civil Procedure, 1908. [3 marks]

2. Is subsequent suit for rent arrears maintainable after the suit for possession has been decided? Explain. [3 marks]

3. What is the difference between "Constructive Res Judicata" and "Suit to include whole claim"? Explain. [3 marks]

4. What are the claims that can be joined for recovery of immovable property without the leave of court? Explain. [3 marks]

5. Anuj, a party, on trial before the District Judge, pleaded that a deposition was improperly taken by the Civil Judge. Whether Civil Judge be compelled to answer the questions regarding that plea? Explain with the help of relevant provision. [3 marks]

6. "Facts not otherwise relevant become relevant" is based on the principle of essential inconsistency. Explain with the help of suitable examples and relevant provision. [3 marks]

7. Explain the presumption related to "electronic signature" and "electronic records". [3 marks]

8. "Whatever relevant is not necessarily admissible but whatever admissible is relevant". Explain.

9. What is the period of limitation and when it begins to run in the following cases - [3 marks][3 marks]
A. To set aside an abatement under the Code of Civil Procedure
B. To set aside a sale in execution of a decree
C. For compensation for a malicious prosecution

10. A surety is like a favoured creditor. Explain. [3 marks]

11. What are the relevant provisions related to preventive detention under the Constitution of India? Explain. [4 marks]

12. "A contract cannot be specifically enforced where a party to the contract has obtained substituted performance of contract". While explaining briefly the above statement, describe the provisions regarding substituted performance of contract in the Specific Relief Act, 1963. [4 marks]

13. Write a short note on the following- [4 marks]
A. Noscitur a sociis
B. Rule of ejusdem generis

14. Distinguish an 'offer' from an 'invitation to offer' under the Indian Contract Act, 1872. Refer to relevant case law. [4 marks]

15. What is the procedure for recovery of immediate possession, under the Rajasthan Rent Control Act, 2001. [4 marks]

16. When the court shall reject an application for permission to sue as indigent person? Explain by referring the relevant provisions of the Code of Civil Procedure, 1908. [6 marks]

17. What is the procedure for application for discovery of documents and what are the consequences of non compliance with order for discovery by the court? What is the meaning of "production of documents"? Explain with the help of relevant provisions of the Code of Civil Procedure, 1908.[6 marks]

18. In which cases secondary evidence related to documents may be given? Explain with the help of relevant provision of Indian Evidence Act, 1872. [6 marks]

19. What kind of property cannot be transferred? Explain with the help of relevant provision. [6 marks]

20. Write short note on **any three** of the following - [6 marks]
A. Actionable Claim
B. Spes Successions
C. Usufructuary mortgage
D. Subrogation
E. Onerous gift

21. Rajiv and his mother filed a suit against defendants in the year 1960 for partition and separate possession of their one-third share described in the plaint and for rendition of accounts. The suit was in respect of non-agricultural plots and movables.
The suit was decreed on 25.02.1964 directing a preliminary decree of partition be drawn in regard to the one-third share of the plaintiffs in the said plots and a final decree be drawn up through appointment of a commissioner for actual division of the plots by metes and bounds.
The defendants filed an appeal before the High Court which was dismissed on 29.03.1974.
The plaintiff filed an application on 01.05.1987 for drawing up a final decree. The defendants filed an application to drop the proceedings of final decree as it is barred by limitation. He further contends that the application for final decree is governed by Article 137 Limitation Act, which provides that where no period of limitation is provided for any other application in the Limitation Act, the period of limitation is three years.
Write an order dealing with arguments of defendants regarding limitation and what are the essential requirement in a preliminary decree and final decree of partition. [10 marks]

22. Suresh filed a suit for specific performance of contract and permanent injunction against Ashwani on 12.12.2010. Suresh pleaded that he and Ashwani entered into an agreement to sale on 10.10.2007. Ashwani through this agreement to sale agreed to sell his half share in the property admeasuring five bigha situated in village Rampura for a total sale consideration of Rs. 5 lacs. Suresh pleaded that he paid Rs. 1 lac to Ashwani at the time of agreement to sale. The balance sale consideration is to be paid at the time of registration of sale deed. The sale deed will be registered on 13.12.2007. On 13.12.2007 Suresh reached the office of Sub-Registrar to get the sale deed registered in his favour. He contended that on that day he having the balance sale consideration and sufficient amount for the expenses to get the sale deed registered. He waited sufficiently but Ashwani did not come and he called upon Ashwani but he did not pick up his call. Therefore, he sent a legal notice to Ashwani on 15.12.2007 to rescind the balance sale consideration from him and to get the sale deed registered in his name but Ashwani did not get the sale deed registered in his favour. Hence, this suit.
Ashwani denied each and every averment of Suresh. He denied that he entered into agreement to sale in favour of Suresh. His signatures were taken by Suresh on some blank papers as Suresh was previously his friend. He further contended that the said property is joint property which cannot be sold off without partition. He did not enter into any agreement to sale with Suresh. No question arises for him to be present at the office of Sub-Registrar on 13.12.2007. He did not receive any notice nor Suresh call him for registration of sale deed. He also contended that if, Suresh had ready and willing to perform his part of contract, he must file the suit immediately and not waited for almost three years.
During the trial Suresh examined himself and one attesting witness of the agreement. Ashwani examined himself before the court.
Frame the issues and write a judgment. [10 marks]