Tamil Nadu Civil Judge (Mains) 2023

Law Paper III · compulsory paper

Duration : 3 Hours · Max. Marks : 100 · HCCJMIV/23

The questions in this 2023 specimen ask for civil issues and judgments.

General Instructions to Candidates

i) The facts and particulars provided in the Question Paper i.e., the court's name, place, case numbers, documents details, names of parties and witnesses are fictional. Yet candidates have to conclusively assume them to be true for the purpose of answering the questions.

ii) Candidates may write the answers either in English or in Tamil but not in both.

iii) The Question Paper is provided in Tamil and English versions. In all matters and in cases of doubt, English version is final.

iv) The candidates have to assume themselves as Presiding Officers and to consider the details furnished in the question and frame necessary charges specifically against each accused if required and write judgment on the facts given.

v) Candidates need not write the cause title of the case, case number, name of the judge, case number, names of the counsel appearing for the parties, list of documents, evidence etc, which would be indicative in nature. No marks will be awarded for writing the cause title etc. Marks will be awarded based on the appreciation of facts and evidence, application of law on the facts, reasoning given by the candidates for arriving at whatever conclusion they have reached.

vi) There are 4 questions in this section and each question carries 25 marks.

vii) The candidates need not provide cause title with citation while answering questions. Providing wrong or incomplete cause title or quoting a wrong citation will be detrimental to the candidates.

viii) The candidates need not frame charges in the questions relating to Special Acts.

1. [25 marks]

The suit filed for specific performance restricting the relief to execute 98½ cent of land and to refund the excess amount received as advance or in alternate to refund the entire earnest money with interest.

Plaint :

The plaintiff entered into an sale agreement on 02/09/2009 in respect of the suit property for a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) and paid advance of Rs. 10,00,000. Seven month time was fixed for completion of the contract. The extent of land agreed to be sold was 2 acres land, a well and passage right. While the plaintiff was ready and willing to complete the sale transaction and approached the defendants to execute the sale deed on receipt of the balance sale consideration, they unnecessarily postponed the completion of the contract with the time fixed. Meanwhile, some 3rd parties started claiming right over portion of the suit property. So, the plaintiff caused notice dated 30/03/2010 to the defendants and to those 3rd parties. The defendants who are vendors did not reply to the notice. The 3rd parties replied asserting their right over about 1.84½ acres of land out of 2.83 acres of land in S.No. 210/18 A through sale deeds executed by the defendants. A defendants hold only 98½ cents of land but by misrepresentation entered into sale agreement for 2.00 Acres.

After notice, the defendants approached the plaintiff and orally promised in the presence of village elders X and Y, to sell the remaining extent of 98½ cents left unsold at the rate of Rs. 7,500/- per cent and refund the difference money Rs. 2,61,250/-. Thus the defendants after retaining Rs. 7,38,750/- from out of the advance of Rs. 10,00,000/- received, should return the balance Rs. 2,61,250/-. The defendants did not honour the said commitment which lead to causing notice to the defendants on 03/10/2011 and subsequently the suit for specific performance to register the sale deed for 98½ cents and refund Rs. 2,61,250/- or in alternate to return the entire earnest money of Rs.10 lakhs paid towards part sale consideration, with interest at the rate of 9% pa.

Written Statement :

The second defendant admits the suit property belong to one Mr. Pastor John William Carey, who purchased it under a sale deed dated 31/10/1994. After his demise, defendants 2 to 5 who are his wife and children succeeded the same and became the joint owners. The other averments of the plaintiff are absolutely false. The claim of the plaintiff that he entered into a sale agreement with the defendants on 02/09/2009 and advanced Rs.10 lakhs as against the total sale consideration of Rs.15 lakhs for 2 acres of land are denied. The plaintiff had never ever approached the defendants and he was not at all ready and willing at any point of time to get the sale deed executed from the defendants. In fact the alleged sale agreement with the plaintiff was executed only as a security for the loan, as the loan was discharged there was no necessity to reply the alleged notice dated 30/03/2010 sent by the plaintiff. The averment that part of the land agreed to sell was alienated to third parties are denied. The claim that the defendants orally agreed to sell the remaining 98½ cents of land at the rate of Rs. 7,500/- cents are denied as false. Since the suit sale agreement itself is not enforceable, the question of executing sale deed in favour of the plaintiff does not arise at all. After keeping silent for long time, belatedly the suit for specific performance with alternate relief is filed, which is liable to be dismissed being laid with absolute falsehood. Even assuming the sale agreement is valid, the time for completion of contract was 7 months from 02/09/2009 and the suit filed only on 03/11/2011 this fact is proof to hold the plaintiff was not ready and willing to perform his contract and laid the suit belatedly with concocted version.

The documents referred in the pleadings of respective parties marked. The plaintiff, defendant and X as witness to oral agreement examined.

Frame issues and write judgment.

2. [25 marks]

Suit by Bank of Baroda, Coimbatore Branch for realization of money lend against the principal borrower and the guarantors.

Gist of the plaint averments :

The plaintiff is a nationalized bank represented by its Branch Manager. The first defendant is the borrower loan of Rs. 1,50,000/- for interest at the rate of 12% pa from the Bank on 01/01/2000 and had executed a pro note. The stocks in trade was hypothecated as primary security. The second and third defendants are the guarantors for the loan. The defendants 2 and 3 had executed a deed of guarantee and had pledged their National Savings Certificates with the bank as collateral security. The first defendant failed to repay the loan amount. Notice to discharge the debt sent on 30/04/2002 sent to defendants 1 to 3. They received the notice but they did not turn to repay the loan amount with

interest. First defendant remained absent. Second and third defendant filed written statement and contested the suit.

Gist of the written statement averments :

The defendants and the plaintiff know each other. On the assurance of the plaintiff that he will repay the loan within 2 years, they gave the National Savings Certificates as a collateral security for the loan. For the loan advanced the bank had secured demand promissory note for Rs. 1,50,000/- and hypothecation of stock in trade worth Rs. 3 lakhs. When they came to know that without repaying the loan, the first defendant had sold the goods hypothecated, the defendants wrote to the plaintiff Bank and enquired whether the sale of the hypothecated goods was with the consent of the Bank. The bank replied it was not within their knowledge. The defendant 2 and 3 again wrote to the bank informing about the irregularity and illegal sale of hypothecated goods by the first defendant. The first defendant had disposed the hypothecated goods which is the primary security without the knowledge and consent of the defendants 2 and 3. Therefore the 2nd and 3rd defendants as guarantors are not liable to pay the bank.

Bank Manager was examined as PW-1. Marked 3 documents.

Ex A-1 Pronote by first defendant.

Ex A-2 Deed of hypothecation of goods in trade by D-1.

Ex A-3 Deed of pledge of NSS by D 2 and D3.

The Second defendant was examined as DW-1. Marked Ex B-1 and Ex B-2 : Their Letters to the plaintiff bank.

Frame issues and write judgment.

3. [25 marks]

Suit for specific performance of an agreement of sale dated 31/01/2005. Plaint averments :

The defendant is the owner of the suit schedule property. The defendant agreed to sell it for a consideration of Rs. 25 lakhs and received advance of Rs. 15 lakhs. The deed for agreement to sell entered between the parties on 31/01/2005. The time for completing the contract was fixed as 21 months. On 30/04/2006, the plaintiff paid the balance sale consideration of Rs. 10 lakhs and was put in possession of the suit schedule property by the defendant. The plaintiff was asked to be its care taker. The plaintiff requested the defendant to execute the sale deed. Depite repeated demands, the defendant not willing to execute the sale deed. Notice sent on 10/11/2006 calling upon the defendant to come to the Sub Registrar Office and execute the sale deed, returned unserved. Fearing the defendant may alienate the property to third party, suit for permanent injunction filed on 04/07/2007 with leave under Or II Rule 2 of CPC to file separate suit for specific performance, if required. Thereafter, the present suit laid on 21/08/2008 for specific performance or in alternate to return the money advanced with interest.

Gist of the Written Statement :

The suit agreement was not intended to sell the property. It was executed as security for the loan. The value of the property is more than 2 Crores of rupees. The subsequent suit for specific performance not maintain after filing the earlier suit for permanent injunction. The suit filed after 2 years from the date of notice suffers laches and proves the plaintiff was not ready or willing to execute the agreement.

The plaintiff and the defendant examined as PW-1 and DW-1. The sale agreement and notice are EX A-1 and Ex A-2. The guideline value for the property summoned from Sub Registrar Office marked as court exhibit Ex C-1.

Frame issues and write judgment.

4. [25 marks]

Suit for permanent injunction, restraining the defendant, his men and agent from interfering the peaceful possession of the plaintiff over the suit schedule property.

Gist of the plaint averments :

The suit property originally belongs to one Uruma Gounder. On his demise, the property devolved on his son the plaintiff. The plaintiff had 2 sons. One of his son by name Subramani predeceased his father (plaintiff). The widow of Subramani executed a relinquish deed dated 10/12/2009 in respect to the suit property. The plaintiff is in absolute possession and enjoyment of the suit property. Patta, adangal, kist receipts are in the name of the plaintiff.

From the defendant, the plaintiff borrowed Rs. 5,000/-. For which the defendant obtained signatures of the plaintiff in blank stamp papers. The loan repaid subsequently but the defendant did not return the blank signed stamp papers. Subsequently the defendant sought to purchase the suit property for a song, but the plaintiff refused. Infuriated, the defendant had misused the blank signed stamp papers obtained from the plaintiff and had fabricated a document as if the plaintiff had sold the suit property on 25/12/2000 for Rs. 1,23,000/- and handed over the possession after receiving the sale consideration. On 17/04/2011 the defendant and his men trespassed into the suit property and attempted to reap the standing crops, which was ripe for harvest. With much difficulty the attempt was thwarted. To prevent recurrence of such attempt, the plaintiff pray for permanent injunction.

Gist of the written statement :

The suit property belongs to the defendant. The plaintiff sold away the property on 25/12/2000 and handed over the possession after executing the sale agreement. Since two years time mentioned in the deed for registration and considering the close relationship, deed was not registered immediately though possession given to the defendant. After taking possession, the defendant had cultivated sugarcane crop and it is ripe for cutting. When the defendant approached the plaintiff for registration of the sale deed he refused. The defendant lodged a criminal complaint with the police and the investigation is pending. To defeat the right of the defendant, the suit for permanent injunction is filed with imaginary cause of action as if on 17/04/2011 the defendant and his men and agents trespass into the suit property and attempted to harvest the standing crop. The suit property always been with the possession of the defendant since 25/12/2000 and the crops in the property were raised by the defendant.

The plaintiff relies on the patta, chitta, adangal and kist receipts for the suit property. The defendant relies on the unregistered sale deed dated 25/12/2000 and the copy of the complaint given to the police against the plaintiff.

Frame issues and write judgment.