Telangana Civil Judge (Mains) 2020

Paper-I (Civil Laws) · compulsory paper

Date: 3rd April, 2021

Time: 3 Hours, from 10:00 am to 1:00 pm · Maximum Marks: 100

Instructions to the candidates

1. Question paper consists of 10 questions. Answer all the questions. Each question carries total of 10 marks. If a question has sub-questions or parts, the marks carried by each sub question or part are indicated.

2. Questions must be answered only in English. If the answers are not legible, such answers will not be evaluated.

3. Write your hall ticket number only in the space provided in the first page of the main answer booklet. Do not write either your name, or hall ticket number, or any mark, anywhere in the main answer booklet/additional answer sheets.

4. Any attempt by the candidate to disclose his/her identity in any manner in the answer sheets will disqualify him/her.

5. No candidate will be permitted to leave the examination room/hall before 11:00 am.

1. (a) What are the principles governing impleadment of parties under Order 1 Rule 10 the Code of Civil Procedure in a civil suit? (5 marks)
(b) What are the principles to be applied for awarding damages for breach of a contract? (5 marks)

2. (a) Briefly explain the doctrine of Part performance enshrined in Section 53-A of the Transfer of Property Act, 1882? (7 marks)
(b) Under what circumstances can a summary suit be filed under Section 6 of the Specific Relief Act, 1963? (3 marks)

3. (a) What are the essential conditions for granting interim injunction orders in a suit? Briefly explain. (5 marks)
(b) Explain briefly "Attachment before Judgment"? Under what circumstances can the court pass an order for "Attachment before Judgment"? Explain briefly. (5 marks)

4. (a) Explain: What is a "Void Marriage", "Voidable Marriage", "Judicial Separation", "Divorce" and "Restitution of Conjugal Rights" under the provisions of Hindu Law? (5 marks)
(b) What is "Burden of proof"? On whom does the initial burden of proof fall in a suit? Under what circumstances will the burden of proof shift to the other side? Explain in detail. (5 marks)

5. (a) "A" borrows Rs. 10,000-/- from "B" and executes a promissory note evidencing that he has borrowed the said sum, with a promise that he will repay the amount within a period of 1 year. The period of 1 year expired on 01/01/2015. "A" did not pay the stipulated amount within 1 year as promised. When "B" was persistently following up with "A" to repay the borrowed amount, then "A" paid an amount of Rs. 1000-/- on 01/01/2017 and made an endorsement to that effect in the promissory note. Thereafter he does not pay the amount and tells "B" that he will not repay the balance amount. What are the legal options available to "B" to recover the balance amount due from "A"? What is the period of limitation for filing a suit for recovery of the said amount? When does the

period of limitation run in this particular case? Advise "B" by giving reasons for your answer. (5 marks)
(b) What are the different types of Evidence? Hearsay Evidence is not admissible - what are the six important exceptions to the said rule? (5 marks)

6. 'A' filed a suit against the Government for perpetual injunction in the year 1990. The suit was decreed restraining the Government from interfering with the peaceful possession and enjoyment of 'A' without due process of law. An eviction order was passed under the provisions of the Land Encroachment Act against 'A' for his eviction from the disputed site. 'A' contended that summary proceedings under the Land Encroachment Act could not have been taken by the Government as the civil suit for injunction had been decreed in his favour. 'A' further contended that due process of law would mean evicting him only by instituting a civil suit for recovery of possession. Frame the issues and write a judgment, in brief, on the above subject. (10 marks)

7. (a) Under what circumstances would a unilateral cancellation of a contract be valid? Give illustrations. (2 ½ marks)
(b) Can a contract of sale coupled with interest be cancelled after the demise of the Principal? (2 ½ marks)
(c) Under what circumstances can a contract be held to be void, as being contrary to public policy? Give illustrations. (2 ½ marks)
(d) Due to COVID-19 lockdown many business establishments have not done any business and suffered huge losses. One such business establishment - "PROTEC INDUSTRIES PVT. LTD.", which was running a corporate office in a building taken on lease, refused to pay rent to the landlord citing the reason that the company is not liable to pay rent during the lock down period by invoking force majeure clause in the lease deed. Explain whether force majeure clause would apply to the said business establishment/lessee during the COVID-19 lockdown period and what would be the options available to it. (2 ½ marks)

8. (a) Under what circumstances will the right of easement be extinguished? (5 marks)
(b) Can a document, which is compulsorily registerable, be admitted in evidence? If yes, for what limited purpose? (5 marks)

9. 'A' started constructing a house by taking permission from the GHMC. The permission was granted for Ground + 2 upper floors. 'A' constructed Ground + 3 floors. Thereby 'A' constructed an unauthorized third floor. Without issuing any notice under the provisions of the GHMC Act, GHMC demolished the third floor. 'A' instituted a suit for damages against GHMC for the loss caused to him on account of demolition of the third floor and for not following the provisions of the GHMC Act.
a) Is the suit for damages maintainable?
b) On what count can the GHMC be made responsible for damages.
c) Even if, admittedly, the third floor is an unauthorised construction, can 'A' maintain a suit for damages on the plea of non-compliance of the provisions of the GHMC Act?
d) What relief can be granted by the Court in such a dispute? (10 marks)

10. (a) What are conditions precedent for instituting a summary suit under Order 37 of the Code of Civil Procedure? (2 ½ marks)
(b) Is the Court required to conduct a preliminary enquiry by recording evidence while entertaining an application for leave to defend filed by the defendant under Order 37 of the Code of Civil Procedure? (2

½ marks)

(c) Who is an Advocate Commissioner? Under what circumstances can the Court appoint an Advocate Commissioner? (2 ½ marks)

(d) What is a Caveat? Under what provision of law is it filed? What is the effect of filing a caveat? (2 ½ marks)

De Facto IAS