UP PCS-J (Mains) 2016

Law Paper I: Substantive Law · compulsory paper

1.(a) "A declaration of fundamental rights is meaningless unless there is an effective judicial remedy for their enforcement." Comment on this statement explaining the judicial remedies provided in the Constitution of India. 15 Marks

1.(b) There are many provisions in the Constitution of India which secure independence and impartiality of the Judiciary. Discuss those provisions and refer to important judgements of the Supreme Court. 10 Marks

1.(c) Can Parliament amend Part III of the Constitution of India relating to Fundamental Rights? Discuss. 10 Marks

1.(d) Explain relations between the Union and the States in legislative matters with reference to various Articles of the Constitution. 15 Marks

2.(a) State the grounds on which a 'decree for judicial separation' may be obtained under the Hindu Marriage Act, 1955. How does a 'decree for judicial separation' differ from a 'decree of divorce'? 10 Marks

2.(b)(i) Describe the classes of persons who can claim a right of pre-emption. Whether the right of pre-emption is still available on ground of vicinage? Discuss. 5 Marks

2.(b)(ii) Distinguish between Hiba, Hiba-Bil-Evaz and Hiba-Ba-Shartul-Evaz. 5 Marks

2.(c) What do you understand by anticipatory breach of contract?
M/s XYZ Textile enters into a contract with ABC Garment Showroom for supply of 1000 pieces of cotton shirts at ₹ 400 per shirt to be supplied on or before 31st December, 2015. Later on, on 1st November, 2015 XYZ Textile informs ABC Garment Showroom that they will not supply the shirts. Discuss the remedies available to ABC Garment Showroom. 10 Marks

3.(a) What do you understand by mortgage? What are the essentials of valid mortgage? Distinguish between mortgage and charge. 15 Marks

3.(b) Distinguish between the following:
(i) Vested interest and Contingent interest
(ii) Lease and Licence 15 Marks

4.(a) What are the effects of non-registration of a partnership firm? Whether the effects of non-registration of firm can be cured during pendency of the suit by getting the firm registered? Discuss.
Mohan and Sohan were partners in an unregistered firm. There was provision in partnership deed that in case of any dispute between the partners, the matter will be referred to arbitration. After some time, a dispute arose between the partners and Mohan appointed an arbitrator but Sohan did not give his consent and refused to refer the dispute to the arbitrator. Whether Sohan can be compelled to refer the dispute to the arbitration? 15 Marks

4.(b) "Sharing of profit is prima facie evidence of partnership, but not conclusive." Discuss.
Santosh is wife of Alok. She gave her Stridhan to Alok. Alok started his business from that Stridhan. Whether Santosh and Alok are partners? 15 Marks

5.(a) "No case of actionable negligence will arise unless there is a breach of duty to take care." Discuss this statement with the help of decided cases. 10 Marks

5.(b) "The Court can provide compensation for violation of Fundamental Rights." Analyze this statement in the light of emerging principle of liability of State. 10 Marks

5.(c) Distinguish between the following:
(i) Assault and Battery
(ii) Libel and Slander 5+5=10 Marks

6.(a) What are the rights of beneficiary in the Indian Trust Act? Discuss. 10 Marks

6.(b) What do you understand by doctrine of cy pres? On what type of trusts this doctrine is applied? 10 Marks

6.(c) Explain the following maxims with illustrations:
(i) He who seeks equity must do equity.
(ii) Where equities are equal, the law shall prevail. 5+5=10 Marks

7.(a) What do you understand by 'easement by prescription'? What are its essentials? Distinguish between profit a prendre and easement. 15 Marks

7.(b) What do you understand by 'specific relief'? Whether specific relief can be granted for enforcement of criminal law? 15 Marks

8.(a) "An agreement without consideration is void." What are the exceptions to this rule? Discuss. A owes ₹ 10,000 to B but the debt is barred by the Limitation Act. A signs a written promise to pay B ₹ 5,000 on account of debt. Is it valid contract? Refer to relevant provision of the Contract Act. 15 Marks

8.(b) C was granted divorce by the Court against P. C got remarried before the expiry of the period of appeal. P filed an appeal against the order of divorce and it has been granted. Discuss the legality of the second marriage of C. Will it make any difference if the appeal is dismissed? Both the parties are Hindu. 15 Marks

9. Explain the following:

9.(a) Legal consequences of Talak under Muslim Law 10 Marks

9.(b) Difference between Acknowledgement and Adoption 10 Marks

9.(c) Difference between Shia and Sunni Succession Law 10 Marks

10. Solve any three of the following problems by referring to relevant law:

10.(a) A Muslim husband W contracts a second marriage. His first wife Z claims separate residence and maintenance under the Criminal Procedure Code. W pleads defence of his personal law which permits him to take more than one wife. Decide. 10 Marks

10.(b) A contracts to pay ₹ 10,000 to B if B's house is burnt. House of B is burnt. Can B recover ₹ 10,000 from A? Is it a wagering agreement? 10 Marks

10.(c) A abuses B in a lonely room. State the liability of A. 10 Marks

10.(d) A introduces B to C as his partner and B remains silent. In fact, A and B are not partners. C supplies goods to B on credit. Is A liable for B's act? 10 Marks