UP PCS-J (Mains) 2023

Law Paper I: Substantive Law · compulsory paper

1. (a) Examine analytically, in the light of latest judgements, the constitutionality of the reservations to Economically Weaker Sections (EWS) given by the 103rd Constitutional Amendment. 15 Marks

1.(b) Whether the provisions under Article 16(4) are Fundamental Rights? Analyse with the help of decided cases. 10 Marks

1.(c) "The principle of basic structure is judicial creation. It has no where been mentioned in the Constitution." Explain with the help of decided cases. Discuss the principle of basic structure. 15 Marks

1.(d) If there is clash between two Fundamental Rights, what course should be taken by the courts? Discuss in light of decided cases. 10 Marks

2.(a) “Hindu law is not lex loci.” - Explain. 10 Marks

2.(b) what is Avyavaharik debt ? When debt becomes Avyavaharik ? Discuss the law regarding such debts. 10 Marks

2.(c) Hindu Marriage is a sacrament (Sanskar), whereas Muslim Marriage is a contract. Discuss. 10 Marks

3. (a) What do you understand by “Shevait” and "Mahant" ? Can the office of Mahant be alienated? Discuss. 10 Marks

3.(b) “Marriage contract in Muslim law differ from contract of sale." - Explain. 10 Marks

3.(c) What is the effect of Dissolution of Muslim Marriage Act, 1939 on option of puberty ? Discuss. 10 Marks

4. Explain the following :
(i) Doctrine of Kafa 10 Marks

4. (ii) Res ipsa loquitur 10 Marks

4. (iii) “Partnership”, “Partnership at Will” and “Particular Partnership”. 10 Marks

5. (a) What do you mean by “Partnership Firm” ? What are duties of partners ? Explain reasons for dissolution of a firm. 15 Marks

5.(b) 'The test of sovereign immunity has now been disappeared in determining the tortious liability of State.' Explain this statement with the help of latest judicial pronouncements. 15 Marks

6. Differentiate the following:
(i) "Damnum sine injuria” and "Injuria sine Damnum". 10 Marks

6. (ii) “Mortgage by conditional sale" and “Sale with condition of re-purchase". 10 Marks

6. (iii) “Affirmative Easement” and “Negative Easement". 10 Marks

7.(a) What do you understand by the Doctrine of Lis pendens ? Explain with illustrations. 10 Marks

7.(b) “He who is prior in time is better in law." Explain this statement. 10 Marks

7.(c) Discuss the rights and liabilities of buyer and sellers. 10 Marks

8.(a) “Indian Easement Act is complete in itself." Do you agree with this view ? Explain, to what extent it is affected by English law? 10 Marks

8.(b) What do you understand by specific performance of contract ? Which contracts can be specifically enforced and which cannot be ? Explain. 10 Marks

8.(c) Explain the circumstances under which an easement extinguishes. 10 Marks

9. (a) What are preventive reliefs under Specific Relief Act, 1963 ? How is it granted? 10 Marks

9.(b) Is there any special provisions in Specific Relief Act, 1963 for contract to Infrastructure Project ? If yes, Discuss. 10 Marks

9.(c) Define “Trust" and "Breach of Trust". What are the duties and liabilities of Trustees ? Explain. 10 Marks

10. (a) 'A', a Hindu who has separated from his father ‘B’, sells to ‘C' three fields, X', V and ‘Z, representing that ‘A’ is authorised to transfer the same, of these fields Z does riot belong to ‘A’, it having been retained by 'B' on the partition; but on 'B’s dying 'A' as heir obtains ‘Z. O', not having rescinded the contract of sale. Can 'C' sue 'A' to deliver 'Z to him and succeed ? Explain. 10 Marks

10.(b) Explain the Doctrine of ‘Aul’ (increase). 10 Marks

10.(c) A transfers property to his wife, but, in case she dies in his lifetime, transfers to B that which he had transferred to her. A and his wife perish together under the circumstances which make it impossible to prove that she died before him. Examine whether the disposition in favour of B will take effect? 10 Marks