Uttarakhand Civil Judge (Mains) 2015

Law I (Substantive Law) · compulsory paper

Time allowed: Three Hours · Maximum Marks: 200

Note: Candidates should attempt question Nos. 1 and 2 as compulsory and not more than four of the remaining ones. Total six questions are to be attempted. Marks carried by each question are indicated at its end. The parts of same question must be answered together.

1(a) [15 marks]

"An agreement without consideration is void." Explain this rule with exceptions.

1(b) [15 marks]

Discuss the doctrine of election with the help of illustrations. Also discuss the important conditions relating to doctrine of election as provided under Section 35 of the Transfer of Property Act, 1882.

1(c) [10 marks]

The maxim 'res ipsa loquitor' is not a rule of law. It is a rule of evidence benefiting the plaintiff by not requiring him to prove negligence. Discuss the above maxim with reference to judicial decisions.

2(a) [15 marks]

Under what circumstances can a partnership firm be dissolved by the court? Discuss the consequences, if a partnership firm is not registered.

2(b) [10 marks]

Two fundamental propositions of English Law are 'privity of consideration' and 'privity of contract'. Elaborate these two principles and their acceptability in India.

2(c) [15 marks]

Section 53A of the Transfer of Property Act, does not confer 'title'. It enables a person without title to defend his possession. Do you agree with the above statement? Give reasons for your answer with the help of decided cases.

3(a) [10 marks]

Discuss the rights and liabilities of partners of a partnership firm. Can a minor become a partner?

3(b) [10 marks]

Discuss the various grounds for divorce under Hindu Marriage Act, 1955.

3(c) [10 marks]

To what extent is a Muslim husband bound to maintain his wife? Explain.

4(a) [10 marks]

"Easement is a right to the limited use of land without possession." Explain this statement.

4(b) [10 marks]

Define a contract of indemnity. How does a contract of indemnity differ from a contract of guarantee?

4(c) [10 marks]

What do you understand by 'Ostensile Owner'? Under what circumstances a transfer of immovable property by an ostensible owner is binding on the real owner?

5(a) [10 marks]

Explain the rule of vicarious liability. When is a master liable for the tort of his servant?

5(b) [10 marks]

What do you mean by a wagering agreement? Distinguish between wagering agreement and contingent contract.

5(c) [10 marks]

"Muslim marriage is a contract." Explain and distinguish it from Hindu marriage. What are essentials of Sahih (Valid) Muslim Marriage? Discuss.

6(a) [10 marks]

What is a lease? How it is determined under the Transfer of Property Act? Explain.

6(b) [10 marks]

Explain with illustrations the maxim "Volenti non fit injuria".

6(c) [10 marks]

Discuss the concept of marriage under Hindu law. What are the factors which nullify the marriage?

7(a) [10 marks]

Explain the difference between a void and voidable marriage under the Hindu Marriage Act, 1955.

7(b) [10 marks]

Explain the contracts which would be specifically performed under the Specific Relief Act, 1963.

7(c) [10 marks]

Explain the requisites of a valid adoption. Who are the persons capable of giving in adoption?

8(a) [10 marks]

"The rule in Rylands Vs. Fletcher is interpreted in the light of the Constitutional provision by the Supreme Court in M.C. Mehta Vs. Union of India (1987)." Explain the rule laid down in Rylands Vs. Fletcher, keeping in view of the aforesaid statement, elaborate the corresponding development in India with reference to the said rule.

8(b) [10 marks]

Elaborate the fundamental changes introduced by the Hindu Succession Act, 1956 in respect of succession of property of Hindu family.

8(c) [10 marks]

Describe the provisions relating to divorce under Muslim Law. Under what circumstances a Muslim woman can take divorce from her husband?

9(a) [10 marks]

Define malicious prosecution. What are its essential ingredients? What are to be proved by a plaintiff to succeed in an action for malicious prosecution?

9(b) [10 marks]

What do you understand by Quasi Contract? Explain the distinctive features of Quasi Contract. What is judicial basis of responsibility occur under Quasi Contract? Explain.

9(c) [10 marks]

Describe the disabilities of a trustee as has been provided under the Indian Trust Act, 1882.

10(a) [10 marks]

Briefly discuss the law of intestate succession to the property of a deceased Hindu.

10(b) [10 marks]

Explain the rule against perpetuity. Are there any exceptions to this rule? Discuss.

10(c) [10 marks]

Explain the followings: (i) “He who comes to Equity must come with clean hand.” (ii) “Equity will not suffer a wrong to be without a remedy.”

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