Uttarakhand Civil Judge (Mains) 2018

Law I (Substantive Law) · compulsory paper

Time allowed: Three Hours · Maximum Marks: 200

1(a) [15 marks]

'H' bank was indebted to 'S' bank under an overdraft. One 'M' was the manager of 'H' bank and his father 'K' had guaranteed the repayment of the overdraft. 'K' gifted his properties to the members of his family. The gift deed provided that the liability, if any, under the guarantee should be met by 'M' either from the bank or from the share of property gifted to him. 'S' bank attempted to hold 'M' liable under the provision of the deed. Whether 'S' bank would succeed in the proceedings? Referring the judgment of Supreme Court discuss the principle applicable to above problem. Also, state exceptions to the principle.

1(b) [15 marks]

"Once a mortgage always a mortgage and nothing but a mortgage." Explain.

1(c) [10 marks]

Explain with the help of cases exceptions of "Volenti non fit injuria".

2(a) [15 marks]

"The marriage between the parties has solemnized on 15th January, 1990 under Hindu Marriage Act, 1955. The petitioner husband filed a petition, after 18 years, under Section 13(1) of the Hindu Marriage Act, 1955 on the ground of desertion. The respondent wife in her defense alleged cruelty by the Husband." In the light of the decision of Uttarakhand High Court (Mohan Singh Mawari Case A.I.R. 2017 Utt. 108) decide whether wife was guilty of desertion? Also, state the principles of law laid down by the above judgement.

2(b) [15 marks]

Narrate the factors which render a Muslim marriage as 'Fasid' and 'Batil'.

2(c) [10 marks]

Explain the circumstances wherein a license is deemed to be revoked.

3(a) [10 marks]

"The mutual confidence is the life-blood of partnership." Comment and discuss how this confidence is ensured by the law and court in India.

3(b) [10 marks]

What do you mean by the expression "Infrastructure project" as used in Specific Relief Act, 1963? State also the special provision for contract relating to infrastructure project mentioned in the Act.

3(c) [10 marks]

Explain with the help of decided cases the rule of "res ipsa loquitor".

4(a) [10 marks]

What were the provisions relating to adoption by a widow, prevalent in different States before the commencement of Hindu Adoption and Maintenance Act, 1956? State also the power of widow to adopt under the Act.

4(b) [10 marks]

Who are the natural guardians of a minor under Section 6 of the Hindu Minority and Guardianship Act, 1956? Discuss with reference to Gita Hariharan v. Reserve Bank of India.

4(c) [10 marks]

Define following under Hindu Marriage Act: (i) Sapinda relationship (ii) Degrees of prohibited relationship.

5(a) [10 marks]

"Doctrine of part-performance can be used as a shield not as a sword." Explain the doctrine of part-performance in the light of the above statement.

5(b) [10 marks]

With the help of illustration, state difference between vested and contingent interest.

5(c) [10 marks]

What is conditional transfer? Point out the difference between condition precedent and condition subsequent.

6(a) [10 marks]

Explain the maxim, "Equity will not allow to suffer a wrong without remedy".

6(b) [10 marks]

Can a trust be extinguished? If yes, under what circumstances?

6(c) [10 marks]

"By threat of suicide, a Hindu induced his wife and son to execute a release deed in favour of his brother in respect of certain properties which was their own." Decide the validity of the contract with the help of relevant decided case and law.

7(a) [10 marks]

Discuss the liability of state for the tortious act committed by its servants during the course of employment. Cite at least three leading pronouncements of the Supreme Court on this point.

7(b) [10 marks]

State the contracts not specifically enforceable.

7(c) [10 marks]

What is perpetual injunction? State the circumstances in which perpetual injunction may be granted.

8(a) [10 marks]

In the light of recent decisions of Supreme Court examine whether earnest money or security for the due performance of contract may be forfeited under Section 74 of the Indian Contract Act.

8(b) [10 marks]

Explain the doctrine of holding out as stated in Indian Partnership Act, 1932.

8(c) [10 marks]

Discuss the following giving illustrations under Transfer of Property Act: (i) Immovable property (ii) Actionable claim.

9(a) [10 marks]

Discuss, with the help of decided cases, the nature of Muslim widow's right to retain possession of her

husband's estate in lieu of dower. Is this right heritable and transferable?

9(b) [10 marks]

Whether under the Muslim Law a gift may be revoked after delivery of possession? Discuss the relevant law.

9(c) [10 marks]

State the various ways of acquisition of easement.

10(a) [10 marks]

What is meant by 'Standard form of Contract'? What protective devices have been evolved by the courts to save an individual from such contracts? Discuss briefly.

10(b) [10 marks]

Parties entered into an agreement in the following words: "If I repay your amount of ₹700 in any year (at any time) during the period of ten years from now then you have to return my said land to me, subject to this condition I have sold land to you." On the basis of previous or recent decisions of Supreme Court, decide whether the agreement amounted to mortgage by conditional sale or it was sale with an option to repurchase?

10(c) [10 marks]

Decide with the help of cases whether court can dissolve a firm on the following grounds: (i) Conviction of a partner for travelling without ticket. (ii) A partner of a firm of bankers committed adultery with several women.

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