

WRITTEN EXAMINATION, 2018
FOR GRADE-II
OF
ARUNACHAL PRADESH JUDICIAL SERVICE
GAUHATI HIGH COURT

Paper-III (Law Paper 1)

Total Marks-100

Time-3 (three) hours

All questions carry equal marks.

GROUP-A
CONSTITUTION OF INDIA

Answer any **five** questions:-

5 x 5=25 Marks

1. Whether the Doctrine of Legitimate Expectation has been accepted as part of our law and whether the same can be compelled to give effect by the decision maker of his representation and if yes, under what circumstances? Whether the said expectation can be defeated if so, under what circumstances and the role of the Court in enforcing the same? 1+1+3=5
2. "Freedom of Speech and Expression"-Discuss, highlighting briefly the meaning and scope giving emphasis of the broad special purposes to serve. Whether the right is absolute? 4+1=5
3. "Protection of Life and Personal Liberty"-Discuss chronologically the view of the Supreme Court of India as held in the case of A.K. Gopalan vs. Union of India, Kharak Singh vs. State of Uttar Pradesh and Maneka Gandhi vs. Union of India 5
4. Differentiate Article 29 (1) and 30 (1) of the Constitution of India with reference to the decisions of the Supreme Court of India. 5
5. Write short notes on (any two): 2 ½ + 2 ½ =5
 - (a) Doctrine of Severability (b) Doctrine of lifting the veil
 - (c) Doctrine of pleasure
6. How many types of Emergencies are provided by the Constitution of India? Mention the effects of Proclamation of Emergency. 5
7. Discuss the Principles of : 2 ½ + 2 ½ =5
 - (a) Colourable Legislation (b) Piths and Substance
8. Discuss the law of passive euthanasia laid down by the Supreme Court of India while deciding the case, Common Cause (A Registered Society)-vs- Union of India. 5

GROUP-B
INDIAN CONTRACT ACT

Answer any **five** questions:-

5 x 5=25 Marks

9. Define "Bank Guarantees". Whether the bank is liable to pay the amount of liability undertaken in the gurantee without any dispute? If yes, state the nature of such guarantees. State the difference between the "Bank Guarantees" and the term "Guarantee" defined under section 126 of the Contract Act.
1+1+1+2=5
10. What are the requirements for enforceability of agreements which are contracts and write brief note on such requirements.
5
11. (a) A, who owes Rs.500.00 to B, sells Rs.1,000.00 worth of rice to B. A is acting as agent for C in the transaction, but B has no knowledge nor reasonable ground of suspicion that such is the case. Whether C can compel B to take the rice without allowing him to set off A's debt?
1
- (b) A consigns goods to B for sale, and given him instructions not to sell under a fixed price. C, being ignorant of B's instruction, enters into a contract with B to buy the goods at a price lower than the reserved price. Whether A is bounded by the contract so entered between B and C?
1
- (c) What is the effect on agreement of misrepresentation or fraud by agent on the principal?
1
- (d) What are the rights of parties to a contract made by an agent not disclosed?
2
12. (a) Define "contract of guarantee", "surety", "Principal-debtor" and "Creditor".
 $\frac{1}{2} + \frac{1}{2} + \frac{1}{2} + \frac{1}{2} = 2$
- (b) When the liability of surety is discharged? Mention point wise.
3
13. Discuss the principles embodied for awarding compensation against breach of contract under the Indian Contract Act, 1872.
5
14. Define:
(a) Fraud
1 ½
(b) Misrepresentation
1 ½
(c) Free consent
2
15. What is valid "Offer". State the effect of refusal to accept offer of performance. Illustrate with an example.
5
16. What are the requirements of "Novation" of a contract? Answer keeping in view with the findings of a decision of Supreme Court binding to that effect.
5

GROUP-C
TRANSFER OF PROPERTY ACT

Answer any **five** questions:-

5 x 5=25 Marks

17. (a) A contracts to buy goods from B. On the due date A fails to take delivery and B sells the goods at a loss of Rs.5,000.00. B sells the right to recover these damages to C. Whether the transfer is valid? Give reasons. 2 ½
(b) Distinguish "a mere right to sue" and "actionable claim". 2 ½
18. Point out the legal consequence of an interest being vested and an interest being contingent. Which one is attachable under section 60 of the Code of Civil Procedure? 2 ½ + 2 ½ =5
19. A is the owner of two properties X and Y, and sells X to B. A imposes a restriction on B that he shall, for the more beneficial enjoyment of Y, keep open a portion of X adjoining Y and not build on it, B sells X to C who has notice of the restrictive covenant. C threatens to build on the whole of X. Can A restrain C from committing the breach of the covenant? Mention the principle involved while giving your answer. 5
20. A, a minor, transfers a certain immovable property to B representing that he is of full age and authorized to transfer the same. On the date of the transfer A, being a minor, could not transfer the property. When A, afterwards attains the age of majority B claims the property.
- Discuss the applicability of "feeding the grant by estoppels" as embodied in Sec.43, Transfer of Property Act in the aforesaid situation. 5
21. A leased property to B with the condition that if B transferred his interest the lease would be forfeited. B transferred his interest to C but without a registered deed and gave his possession of the property. Thereupon, A, purportedly to forfeit B's lease, granted a fresh lease to D who sued B for ejectment. Decide the case giving reasons. 5
22. What is the difference between a mortgage by conditional sale and a sale with a condition of repurchase? What test has been laid down to determine whether a transaction is mortgage by conditional sale or outright sale? 3+2=5
23. Define "Exchange" of immovable property and how it is made? Mention the right of party deprived of thing received in exchange. 2+3=5
24. Discuss the doctrine "Clog on the equity of Redemption" supplementing with the law laid down by the Apex Court. 5

GROUP-D
CODE OF CIVIL PROCEDURE

Answer any **five** questions:-

5 x 5=25 Marks

25. Write a note on "summons", its essentials and mode of service. 5
26. (a) Parties in a suit must remain present personally or through pleader. When both parties remain absent and when the plaintiff is absent and defendant is present and vice-versa what are the options before the court? 3
- (b) Enumerate the remedies open to the defendant in case of an ex-parte order or decree highlighting the period of limitation for the period prescribed for the defendant to come for such remedies. 2
27. "Discovery" in the course of a suit-explain the object impregnated therein. What are the types of "discovery"? Mention the nature of objections a party to a suit is permitted to raise against such "discovery". 2+1+2=5
28. What are the steps to be taken where witness fails to comply with summons in a suit?
29. When and how a judgment of suit is pronounced and signed? State the nature of decree passed in a partition suit. 3+2=5
30. 'A' brings a suit against 'B' and 'C' for recovery of possession of a plot of land. The suit is dismissed against 'C' for want of cause of action and is decreed against 'B'. 'A', in execution of the decree taken delivery of possession of land in excess of the decree. The excess land belongs to 'C'. Explain what remedy is available to 'C'. 5
31. Explain the procedure of sale of the property attached in execution of a decree. 5
32. Differentiate: $2\frac{1}{2} + 2\frac{1}{2} = 5$
- (a) Revision and Review
- (b) Review and Appeal.