Civil Procedure Code, Transfer of Property Act, Specific Relief Act, Law of Contracts, Sale of Goods Act and Partnership Act

Time : 3 Hours
Max. Marks : 100

Note :

1. All questions are compulsory.
   (1) सब श्रेणी सीधे आवश्यक आहे.

2. Question No. 1 carries 20 marks. All other questions carry equal marks i.e. 16 marks each.
   (2) प्रश्न क्रमांक १ ला २० गुणातून उल्लिखित सर्व प्रश्नांना समान महाने १६ गुण आहेत.

3. Your answers must be to the point, wherever possible quoting the specific provision of law.
   (3) उत्तरे मुहे मुहे असावून, आवश्यक त्याचे काव्यातील तत्तती नमुद कराव्यात.

4. Do not reproduce any question. Write only question number against the answer.
   (4) उत्तरपुस्तिकेंद्रे प्रश्न पुढे लिहू नये. फक्त प्रश्न क्रमांक नमुद करुन उत्तर लिहावे.

5. Wherever option has been given only the required number of responses in the serial order attempted shall be assessed. Excess responses shall be ignored.
   (5) प्रश्नांनी असलेल्या भागांत असलेल्या प्रश्नांवर नमुद फक्त उपलब्ध अतिरिक्त उत्तरांसाठी उत्तर फक्त उपलब्ध तत्तती नमुद करावे. अतिरिक्त उत्तरांसाठी उत्तर नाहीत.

6. “Other than cited cases, a candidate should not write roll number, any name (including one’s own), signature, address or any indication of one’s identity anywhere inside the answer book otherwise the one will be penalised.”
   (6) “उद्धरणादायकतेनुसार प्रश्नांच्या माध्यमातून प्रश्नांच्या उद्घाटनातील भागांत कोंडी उद्घाटनातील बैठक क्रमांक, नावांत, कविता, या आपल्या निर्देशाद्वारे चिन्ह नमुद करू नये. अन्यथा ती शिक्षण पात्र ठरेल”.

7. English version of the question shall be held to be authentic in case of any ambiguity.
   (7) कोणत्याही प्रश्नाच्या संदेशाच्या स्थितीत, इंग्रजी वर्णन अधिकृत समजावे जाईल.

P.T.O.
1. Write a Judgement on the basis of the facts narrated below:

खाली नमूद केलेल्या काधनावर्तन न्यायनिर्णय लिहा:

While writing Judgement:

(a) adhere to the contents of Judgement as required under the Code of Civil Procedure.

(b) frame and answer the issues properly.

(c) whenever necessary, fill up the details from your imagination.

(d) give legal, logical and proper reasons for your findings.

(e) conclude the Judgement with a proper Operative Order.

न्यायनिर्णय लिहिताना:

(अ) दिवाणी आचरण सहितेमध्ये अभिनवत असलेल्या मततंत्राचे पालन करा.

(ब) योग्य ते पृथ्वी काढा आणि त्याची योग्य ते उत्तरे लिहा.

(क) आवश्यकतेनुसार तुमच्या कल्पनाशक्तीनुसार तपशील या.

(द) तुमच्या निष्कर्षांना पुष्टसंगत, कायदेशीर व योग्य कारणे या.

(इ) योग्य तो अंतिम आदेश लिहून न्यायनिर्णयाचा शेवट करा.
Averments in the Plaint

Plaintiff and Defendant No. 1 start business in partnership investing 1/2 share each in the capital of the business. Defendant No. 2 is the brother of Defendant No. 1. He gives his premises for running the business without charging any rent. Subsequently Defendant No. 1 retires and his minor son is accepted as partner. After some period, plaintiff files a suit for dissolution of partnership firm claiming half share in capital and profit and requesting the court for settlement of accounts.

Averments in the written statement

Defendants request for dismissal of the suit on following the grounds:

1. As partnership Firm is not registered, suit itself is not tenable.
2. Plaintiff alone cannot take a decision of dissolution of partnership. Defendants want to continue with the business.
3. Plaintiff does not have half the share in capital and profit. Defendant No. 2 is also a silent partner and entitled to \( \frac{1}{3} \) share as the partnership premises belong to him.
4. As the son of Defendant No. 1 is a minor a suit is not tenable against him and his share cannot be liable for the loss, if any, in the business.
2. Answer any two of the following sub-questions:

(a) Discuss the statement “Exclusion of Civil Court’s jurisdiction is not to be readily inferred”.

(b) Discuss in detail provisions relating to execution of money decree from garnishee.

(c) “If one suit is disposed of, second suit in respect of the same property between the same parties cannot be tenable”. Discuss this statement.

3. Write short notes on any four of the following:

(a) Suits by or against corporations

(b) Rights and liabilities of mortgagee

(c) Execution of a decree for specific performance of contract

(d) Performance of Reciprocal Promises

(e) Suit for possession of immovable property based on previous possession
4. Answer any two of the following sub-questions:

(a) Discuss the relevant provisions of Injunction under the Code of Civil Procedure and Injunction under the Specific Relief Act.

(b) Elaborate the correctness of the statement, “lease and licence are two different transactions”.

(c) Discuss under which circumstances specific performance cannot be granted?

5. Answer any two of the following sub-questions:

(a) Discuss the terms ‘Ostensible owner and Fradulent owner’.

(b) Discuss whether the powers of the Court Commissioner and the Court Receiver are the same or different?

(c) “Once goods are sold, the seller ceases to have any rights and liabilities”. Discuss the statement.

6. Answer any two of the following sub-questions:

(a) Discuss the statement, “Once the trial starts, amendment in pleadings cannot be permitted”.

(b) Discuss “onerous gifts” and “universal donee”.

(c) Discuss provisions relating to cancellation of instruments.

(d) Free Consent