



DELHI JUDICIAL SERVICE EXAMINATION-2022

Civil Law-1

TIME: 3 HRS.

MAX. MARKS: 200

1. (a) What are the essentials of a valid contract under Indian Contract Act?
- (b) X, a leading manufacturer of sports goods appoints Y as his distributor for Delhi. According to the agreement Y cannot sell sports goods including sports shoes and apparel in Delhi during the subsistence of agreement. Is this condition valid. Discuss?
- (c) A enters into an agreement to sell with B and upon receipt of consideration executes will, agreement to sell and a power of attorney in favour of B authorising him to sell, mortgage or part with the property. However there was no clauses in the power of attorney that it would not be revoked. After about six months of the transaction A revokes his Power of Attorney in favour of B. Is it legally permissible? Discuss.
- (d) Distinguish between “quantum Meruit” and “Claim for Damages”.

(20 Marks)

- 2 (a) ‘A’ purchased a car from ‘B’, which turned out to be stolen property. ‘A’ filed a suit for recovery of price against ‘B’. ‘B’ took the plea that he himself was a bona fide purchaser from ‘C’ a third party and never knew that the car was stolen property belonging to ‘D’ and therefore, he is not liable to return the price.

Decide the case in the light of section 27 of the Indian Sale of Goods Act, which provides, “subject to the provisions of this Act and of any other law for the time being in force, where goods are sold by a person, who is not the owner thereof and who does not sell them under the authority or with the consent of the owner, the buyer acquires not better title than the seller had unless the. Owner of the goods is by his conduct precluded from denying the seller’s authority to sell”.

- (b) 'A' purchased rice from 'B', being the whole contents of a godown. 'A' had paid earnest money and had taken delivery of a part of rice. Before the rest could be taken away, it was destroyed by fire.

Discuss who shall bear the loss.

- (c) Section 47 of the Sale of Goods Act provides,

“(1) Subject to the provisions of this Act, the unpaid seller of goods, who is in possession of them is entitled to retain possession of them until payment or tender of the price in the following cases, namely: (a) where the goods have been sold without any stipulation as to credit; (b) where the goods have been sold on credit, but the term of credit has expired; (c) where the buyer becomes insolvent.”

“(2) The seller may exercise his right of lien, notwithstanding that he is in possession of the goods, as agent or bailee for the buyer”.

- 'A' sold 50 bales of cotton on credit and kept them in his godown on rent charged to buyer B. Before the period of credit expired, B sold away 15 bales and became insolvent. A seeks to exercise his lien on the remaining bales lying in his godown, for the price of 50 bales and the rent in arrears. Advise A regarding his right being unpaid seller, under the provisions of Sale of Goods Act.

(20 Marks)

3. Can 'A', a plaintiff, sue for specific performance of sale of shares of a public listed company. Examine with reference to provisions of the Specific Relief Act and decide whether you will decree this suit for specific performance?

(20 Marks)

4. A was adopted by H and W (Both Hindus), a Husband and Wife. An Adoption deed was executed and duly registered wherein both H and W conferred rights of ownership on A in all their properties (including the stridhan of W). They also agreed that none of them will make any alienation of the properties mentioned in the adopted deed. Later on H dies. After sometime, the relation of A, W become strained. W sold a part of property out of her stridhan, which was in possession of A to P. P then filed a suit for possession against 'A' who contested the suit on the ground that in the face of the adoption deed, W has no right to alienate the property as at the time of adoption deed W had agreed not to alienate the property and it was so mentioned in the adoption deed. Discuss whether P can succeed and whether the restriction suffered by W is valid.

(20 Marks)

5. (a) Who are the Guardians of a Muslim minor under Mohammedan Law?
(b) A Mohammedan male dies leaving behind widow and a minor son. He had some immovable property which is sold by widow claiming that she needs money for herself and her son. Is the sale valid?
(c) What are various modes of pronouncing Talak in Mohammedan Law?
(d) Under section 3(1)(b) of Muslim Women (Protection of Rights on Divorce) Act, 1986 the husband is required to pay maintenance to the children for a period of 2 years from the respective date of birth of the children. What remedy is available for the maintenance of children after 2 years period. Discuss.

(20 Marks)

6. In an eviction petition by landlord against his tenant an order under section 15(1) of Delhi Rent Control Act is passed directing the tenant to pay arrears of rent within one month of the date of order and also to pay future rent month by month. Tenant paid the amount to his Advocate, who handed it over to his clerk for deposit. But the clerk due to some personal needs spends the money and does not deposit. Land lord filed an application under section 15(7) Delhi Rent Control Act for striking the defence of tenant. Tenant pleads for extension of time and negligence of the clerk of counsel? How would you decide? **(20 Marks)**
7. 'H' is engaged in the business of trading and manufacturing of cardboard boxes. He has business dealings with 'M' for the last several years. After finalizing the previous accounts, both of them started fresh transactions from 02-04-2010 and 'H' supplied boxes to 'M' till 05-11-2011 of a total value of Rs. 50,000 without receiving any complaint. 'M' paid Rs. 30,000, leaving behind the balance amount of Rs. 20,000. The outstanding amount is not paid. 'H' therefore institutes a suit for recovery of the outstanding amount from 'M'.
- 'M' denies his liability on the ground that 'H' did not supply the boxes of agreed quality; that he wrote letters dated 02.12.2010 and 24.04.2011 asking 'H' to compensate 'M' as boxes worth Rs. 20,000 were of bad quality; that he wrote letter dated 15.12.2010 to 'H' informing him about the goods being of bad quality. 'M' makes a counter claim to the tune of Rs. 25,000 towards damages and states that he is not liable to pay any amount to 'H'.
- Examine the respective contentions of 'H' and 'M' and decide applying the relevant legal principles **(20 Marks)**
8. Answer the following giving reasons:- **(20 Marks)**
- On 10th of January, 2004, 'A' executes an unregistered agreement to sell an immovable property for consideration in favour of 'B' and puts 'B' possession of the property. Half of the consideration is paid. Balance consideration was to be paid within six months by 'B'. Alleging breach of contract by 'B', 'A' institutes a suit for protect possession on the principle of part performance under Section 53-A of the Transfer of Property Act.
- Will 'B' succeed?
9. Discuss the constitution of commercial courts and jurisdiction thereof in brief? **(15 Marks)**
10. Defined following terms in Brief **(10 Marks)**
- Budget grant
 - nuisance
 - Occupier
 - Service-passage
- In the light of relevant provisions of Delhi Municipal Corporation Act, 1957.
11. Discuss in brief the composition of council and circumstance under which a member of the council can be disqualified in the light of relevant provisions of New Delhi Municipal Council Act, 1994. **(15 Marks)**

