DELHI JUDICIAL SERVICE MAIN EXAMINATION 2014

CRIMINAL LAW

Time Allowed: 3 Hours **Max. Marks: 200**

Instructions:

(i) Please read the questions carefully and answer them as directed.
(ii) All questions are compulsory, unless specified.
(iii) You are allowed 15 minutes time before the examination begins, during which you should read the question paper, and, if you wish, highlight and/or make notes on the question paper. However, you are not allowed, under any circumstances, to open the answer sheet and start writing during this time.
(iv) Support each of your answers with reasons, relevant legal provisions and legal principles. Length of the answer would not determine the marks.
(v) Bare Acts will be provided by this Court in the examination hall for use by you.
(vi) Even if you do not know the answer, it is advisable to attempt as much, as the test is not only of the knowledge of law but also of analytical reasoning

(Part – A)

Q. 1. Ram Singh died leaving behind his widow "W', two sons Ratan & Raju and one daughter Arti. The family owned a few pieces of land which were being cultivated jointly by the family members.

Ratan wanted his share to be delineated and had preference for agricultural piece of land "X" which he wanted to cultivate separately. He had for some time been attending to the land 'X' to the exclusion of other family members.

One day, Ratan found Raju, Arti and 'W; cultivating land 'X' without his knowledge. He became angry and there was exchange of abuses between the two brothers. Ratan dashed Raju on the ground, sat upon his stomach and belaboured Raju with fists and slaps. This rendered Raju senseless, Ratan and 'W' gave Raju water to drink but he did not regain his senses. Arti in the meantime went to call the doctor who came and declared that Raju was dead. The post-mortem report disclosed, inter-alia, the following ante-mortem injuries on the person of Raju:

(a) The spleen which appeared to be diseased was found ruptured.
(b) Diffuse swelling on the left side of the forehead.
(c) The 8th , 9th, 10th, and 11th ribs on the left side were found fractured.
(d) Compression of the chest by hard and strong blows. In the opinion of the doctor the injuries were caused by some hard blunt substance and the cause of the death was shock and hemorrhage as a result of above injuries.

Q. 2. Suraj carries on business of providing solutions to the problems of various sections of the society. This he advertises in a number of national dailies and promises to dispatch solutions by VPP to the persons answering the advertisements for which he charged a

good sum of money. In one of the advertisement he assures sure success to the law students who could not prepare for their examination throughout the year.

Many law students respond to this advertisement. They received sealed envelopes containing few typed pages in which there were general advices as to how important it is to work hard during examination days and that they must read the case material thoroughly and discuss amongst themselves and if they do so, they are bound to succeed in the examination. In the end it contained a slogan that there is 'no substitute to hard work'.

The students who had sent the remittances in response to the advertisement want to bring a criminal action against Suraj alleging that they would not have parted with the money had they known that the solutions offered by him were the advices that they were aware of. They alleged that the advertisement was intended to deceive them and had they not been so deceived, they would not have parted with their money.

The argument of Suraj is that he had done nothing to warrant criminal action and at best they could have cause of action under civil law for damages

Decide as a judge the criminal liability if any, of Suraj keeping in view the rival contentions of the parties.

Q. 3. Write short notes on any three of the following:

(a) Explain the concepts of 'common intention' and 'participation in action' under Section 34 IPC.

(b) Distinction between 'motive' intention' and 'knowledge'.

(c) Discuss the relevance or otherwise of the concept of 'retreat' to the wall in the exercise of right of private defence.

(d) Explain and illustration the distinction between the stage of preparation 'and 'attempt' in criminal law.

(e) Discuss and illustrate 'mistake of fact' as a defence in criminal law.

PART B

Q. 1. 'A' faced trial on the charges of committing the offences of culpable homicide not amounting to murder of seven persons and grievous hurt to eight persons who were sleeping on the pavement by the public road while recklessly driving his SUV on the public road endangering human life.

The prosecution relies on the following facts:

(a) In May 2012, a long stretch of Ring Road near Hanuman Mandir close to ISBT Kashmere Gage in Delhi was under repair. The labourers engaged by the contractor had put up sheds on the pavement along the road for temporary residence.

(b) 'A' lived in the area of Kashmere Gate and would travel to his workplace passing that area driving his own car on daily basis.

(c) On 12.05.2012, between 3.45 a.m.-4.00 a.m., 'A' was driving the car which ran into the pavement injuring fifteen persons sleeping inside the sheds and out of whom seven died on the spot.

(d) The injuries of one of the surviving victims included 5 cm x 5 cm deep and bleeding laceration over right front temporoparietal region though with no bony injury, the other seven having escaped with bruises over limbs.

(e) 'A' was found to have consumed alcohol, having 90 mg liquor(ethyl alcohol) per 100 ml in his blood. A liquor bottle was recovered from the car.

(f) The evidence of the mechanical expert showed that there was no mechanical defect in the car.

In the trial, 'A' pleaded not guilty, though admitting in his statement that he was driving the car and also that the accident had occurred resulting in injuries. He claimed that the accident had occurred on account of failure of engine and mechanical defect of the car.

The prosecution seeks finding of guilty.

The defence pleas are:

(a) The charge was defective since the offences of culpable homicide and causing hurt by rash or negligent act were irreconcilable and mutually destructive;

(b) There was no mention in the charge of 'A' being in drunken condition" at the relevant time and so the evidence to such effect could not be relied upon;

(c) The chemical analyser's report on blood sample was not put to 'A' at the time of his statement and so such evidence could not be looked into;

(d) The injuries of all the eight survivors were simple in nature.

Q. 2. Mohan sold a plot of land in village Bawana (Delhi) to Ramesh, claiming to be the owner and executed documents in the nature of agreement to sell, general power of attorney and will in favour of Ramesh, receiving a sum of Rupees Twenty-Five Lakh as sale consideration. At the time of the transaction, there was a civil suit pending between Mohan and his brother Suresh about the title of the said plot of land. Mohan did not disclose this fact to Ramesh. Later, the civil suit was decided against Mohan declaring. Suresh to be the owner entitled to the possession of the plot. In the execution of the decree, the possession of the plot of land was taken from Ramesh. Mohan refused to return the sale consideration to Ramesh, who being aggrieved then lodged complaint against Mohan at the local police station. After investigation, chargesheet was filed against Mohan for his prosecution for offence of cheating and forgery under sections 420, 423, 467, 468 & 471 IPC.

Mohan contests his prosecution claiming that it is a civil dispute, which is refuted by the prosecution on the ground that defence plea cannot be considered at the stage of framing of charge.

Decide the question of framing of charge in the light of rival contentions, legal principles and case law.

Q. 3. Write Short notes on any three of the following:

(a) Right of the victim of crime to compensation

(b) Confession by accused before the police officer

(c) Plea-bargaining

(d) Right of the married minor daughter to claim maintenance from the father

(e) Power of the Metropolitan Magistrate to grant bail in non-bailable offences

DELHI JUDICIAL SERVICE (MAINS) EXAMINATION, 2014

Time: 3 hrs. **Max. Marks: 200**

CIVIL LAW-I

IMPORTANT INSTRUCTIONS

- All questions are compulsory.
- You are allowed 15 minutes reading time i.e. from 8.45 AM to 9.00 AM, before the examination begins, during which you should read the question paper and, if you wish, highlight and/or make notes on the question paper. However, you are not allowed, under any circumstances, to open the Lab answer sheet and start writing during this reading time.
- You should answer Part-A and Part-B Questions in separate answer sheets. If any question of Part-A is attempted in Part-B answer sheet or vice versa, it would not be evaluated.
- Support your answers with relevant provisions of law, legal principles and case law.

PART-A

1. A' (hereinafter, "the plaintiff'), claiming himself to be the sole proprietor of the firm 'A & Co.' sued 'X & Co.', a registered firm (hereinafter 'the defendant') in January 2000, for recovery of a sum of Rupees fifty lakhs with interest pendente lite and future interest. The plaintiff claimed in the plaint that the firm 'A & Co.' had been dissolved by way of dissolution deed dated 01.01.1985, adduced in evidence as document 'Exhibit P-3', whereby the asset of loan advanced to the defendant, with right of its recovery, had fallen to the share of the plaintiff 'A' now the sole proprietor of the firm 'A & Co.'. The suit is contested by the defendants. At the trial, following facts are proved:
   (a) 'A & Co.' was a partnership firm, with two partners 'A' and 'B', constituted on 01.01.1980 through partnership deed, document 'Exhibit P-1', and was engaged in the business of providing finance and consultancy for new business ventures.
   (b) On 01.01.1990, 'A & Co.' had entered into an arrangement with the defendant through document 'Exhibit P-2' indicating that thereby financial support had been extended for its new hotel business in the sum of Rupees fifty lakh, repayable by sharing of monthly profits from the business in equal proportion with interest calculated at 12% per mensem, subject to the loan in entirety being liquidated within ten years, if necessary by selling off the other assets of the defendant.
   (c) The document 'Exhibit P-3' is proved to be a fabricated document prepared on a stamp paper which was issued in the year 1999.
   (d) The firm 'A & Co.' was got registered in January 1991 by 'A' and 'B' on the basis of document 'Exhibit P-t and was dissolved in December 1999, by way of dissolution deed dated 01.12.1999, adduced in evidence as document 'Exhibit D-l', whereby the asset of loan advanced to the defendant, with right of its recovery, had fallen to the share of 'A' as the sole proprietor of the firm 'A & Co.'.
   (e) The document 'Exhibit P-2' shows that the words and Expressions 'partner' (to describe 'A', the signatory on behalf of 'A & Co.') and 'per annum' originally typed out had been overwritten by 'proprietor' and 'per mensem' respectively, but the changes had not been authenticated by either side.

The defendant argues that:

(a) The suit cannot be maintained by 'A' as the loan was advanced by the firm which was not registered.

(b) The alterations in the document 'Exhibit P-2' were unauthorized and rendered the liability thereunder unenforceable.

(c) Since the plaintiff had relied on a fabricated document, he had not come with clean hands and so was not entitled to the discretion or relief.

The plaintiff seeks the suit to be decreed and argues that:

(i) The firm had been got registered subsequently.

(ii) The alterations were corrections carried out with The agreement of both sides

(iii) The claim was for enforcement of right to sue to realize the money of the dissolved firm and so could not be defeated.

Decide.

(40 Marks)

2. Chanda (hereinafter "the plaintiff" or "the purchaser") has filed suit against Kamla (hereinafter "the defendant" or "the seller") for specific performance of agreement to sell her two- storied house (hereinafter "the suit property"). The defendant pleaded that the agreement stood annulled and the earnest money forfeited as the plaintiff had failed to perform her part of the agreement. The following facts stand proved at the trial:

(a) The agreement was executed on 26.08.2011 for sale of the suit property for total consideration of Rupees 10,00,000/- (Ten Lakh only), out of which Rupees 1,00,000/- (One lakh only) was paid as earnest money at the time of agreement, on the following terms:

(i) Rupees 8,00,000/- (Eight Lakh only) shall be paid within a period of ten days only from the date of agreement and the balance at the time of registration of sale deed.

(ii) The seller would get the first floor vacated by tenant and hand over the vacant possession of said portion with title deeds to the purchaser by 30.09.2011.

(iii) The seller shall apply immediately for permission to sell from Income Tax authority and after obtaining such clearance execute the sale deed on or before 31.10.2011, handing over at that stage the vacant possession of the remainder of the suit property to the purchaser.

(iv) Failure to execute and get registered the sale deed within the stipulated period on part of seller would confer on the purchaser right to get double the amount of earnest money as damages.

(v) Failure on the part of the purchaser to pay the balance sale consideration and get the sale deed executed and registered within the specified period would entail forfeiture of earnest money and the agreement being treated as null and void by the adrseller.

(b) The defendant got the first floor vacated by the tenant on 20.09.2011. The remainder of the suit property was fotbalready in her possession.

(c) On 10.09.2011, the plaintiff sent a notice stating that ready money was available for purchase of the property calling upon the defendant to complete the sale. The defendant sent a reply on 15.09.2011 taking the stand that since the amount of Rupees 8,00,000/- (Eight lakh only) was not paid within ten days of the agreement, the agreement stood annulled and earnest money forfeited. On 24.09.2011, the plaintiff sent response reminding the defendant of liability under the agreement to hand over vacant possession of the first floor by 30.09.2011 and calling upon her to comply well before or latest by said date and obtain the further part consideration of Rupees vd Jason 8,00,000/- (Eight Lakh only) from the plaintiff. bin The plaintiff submits that suit for specific performance is bound. to be decreed since in such agreements time is not of essence of the contract and compensation would not afford adequate relief.

The defendant prays for dismissal arguing that:

(a) The agreement is not specifically enforceable since it provided for liquidated damages.
(b) Time was of the essence of the contract and since payment was not tendered within the period specified in the agreement it had become null and void.
(c) The plaintiff was never ready and willing to perform her part of the Contract and so was not entitled to any relief

Decide.

(30 Marks)

3. Write Short notes on any three of the following:
   (a) Conditions and Warranties in sale of goods.
   (b) Time of passing of property in sale of goods.
   (c) Compensation for breach of Contract.
   (d) Contract in restraint of trade.
   (e) Injunction is a discretionary relief.

(30 Marks)

PART-B

1. 'L' owns a house having three bedrooms(with attached bathrooms), a drawing cum dining room and a kitchen in which she resides with her husband 'H' and twenty two years old son (her only child) 'S'. 'L' Files an application under Section 21 of the Delhi Rent Control Act, 1958 seeking permission from the Rent Controller (RC) for letting out two bed rooms in her house to 'T' for his residence for a limited period of 2 years at a monthly rent of Rs. 3400 since she did not require them for the said period, as 'S' was going for higher studies to Pune. 'T' appears before the RC and makes a statement on oath and files an affidavit giving his consent for creation of limited tenancy. The RC grants 'L' permission for limited tenancy. 'L' dies before expiry of the period of tenancy. After expiry of the period of limited tenancy 'H' and 'S' as legal representatives of 'L' file an application under Section 21 of the Delhi Rent Control Act, 1958 for a direction to the RC to place them in vacant possession of the rented premises. T' contests the application on the following grounds:

(a) 'L' had stated that she required the premises after 2 years however she herself had accommodation which was sufficient for herself and her family so the permission obtained by her was vitiated by fraud;
(b) The stay of 'S' in Pune was admittedly extended for six months as he had to repeat a paper, showing that at present there was no necessity of the premises;
(c) Section 21 application seeking permission for limited tenancy was not signed by "T";
(d) Proposed agreement of tenancy in writing submitted along with the application under Section 21 seeking permission to let out the premises was not a registered one and;
(e) After the death of 'L' there existed no cause of action. Decide the application.

In the above facts in case the tenancy was not a limited tenancy and the two rooms were let out to 'T' as office-cum-residence and 'L' in her life time had filed an eviction petition u/s 14(1)(e) of the Delhi Rent Control Act, 1958 on the ground that she has no other accommodation and the tenanted premises are required bona fide by her as one bed room is required for her son who is of marriageable age but nevertheless dependent on her financially and the other bedroom for guests who frequent her house. Can 'L' succeed in the face of 'T's contention that the accommodation available with 'L' was sufficient for her and her family and that the purpose of letting was not purely residential?
Decide in the light of rival contentions.

(40 Marks)

2. 'W' a workman in a factory was returning home on his bicycle in the night when he rode over a live wire because of which he was electrocuted to death. The widow of 'W' brought an action for damages against the State Electricity Board claiming that the Board could not escape from its liability to pay damages as this was a case of strict liability. It was contended by the State Electricity Board that one person 'C' had taken a wire from the main supply line in order to siphon the energy for his own use and the said act was done without notice of the Board and that the line got unfastened from the hook and fell on the road over which the deceased rode the bicycle, accordingly liability could not be fastened on the State Electricity Board as the reason for the unfortunate incident was "an act of stranger".
Distinguish between absolute and strict liability. In the above case is the principle of strict liability applicable? Is the State Electricity Board liable to pay damages to the widow of "W"? Decide.

(30 Marks)

3. Write short notes on any three of the following:
(a) Adoption by female Hindu.
(b) Distinction between void and irregular marriages under Muslim law.
(c) Dower under Muslim Law.
(d) Desertion as a ground for divorce under the Hindu Marriage Act, 1955.
(e) Female Hindus Property Rights under Section 14 of the Hindu Succession Act, 1956

(30 Marks)

CIVIL LAW-II

Duration: 3 Hours **Maximum Marks: 200**

IMPORTANT INSTRUCTIONS;

1. All questions are compulsory.
2. You are allowed 15 minutes reading time i.e. from 1.45 PM to 2.00 PM, before the examination begins, during which you should read the question paper and, if you wish, highlight and/or make notes panel id on the question paper. However, you are not allowed, under any circumstances, to open the answer sheet and start writing during this reading time.
3. You should answer Part-A and Part-B Questions in separate answer sheets. If any question of Part- A is attempted in Part-B answer sheet or vice versa, it would not be evaluated.
4. Support your answers with relevant provisions of law, legal principles and case law.

PART-A

1. Anil (hereinafter "the plaintiff) filed a civil suit for recovery of possession of property, House No. X-100, Village Mehrauli, New Delhi (hereinafter "the suit property") comprising two storied structure built over a plot of land admeasuring 220 square yards, and for mesne profits, against Keshav (hereinafter "the defendant") on allegations to following effect:
   (a) The plaintiff had let out the suit property to the defendant for residential purposes at monthly rent of Rupees 25,000/- (twenty five thousand only) excluding electricity charges vide lease agreement dated 10.10.2001 for a period of three years commencing the date of execution of lease deed.
   (b) The defendant had carried out substantial structural changes and further had not complied with the covenants of the lease deed and so the plaintiff had determined the. lease by issuing a notice on 17.11.2004 after elapse of the lease period. The defendant having served with the notice had failed to send any reply and nor had vacated the suit property.

   The defendant has contested the suit by way of written statement, the relevant pleadings wherein are as follows:
   (a) The execution of the lease deed on 10.10.2001 is not denied but the said document was entered upon on the asking of the plaintiff whereas the terms were different from those incorporated in the lease deed. The lease w ng deed was not stamped or registered as per law.
   (b) The property was constructed for commercial use and let out for that purpose only. The rate of rent at Rupees 25,000/- (twenty five thousand only) represented rent for commercial use of the premises.
   (c) The structural changes to which plaintiff was referring were actually additional superstructure constructed by were the defendant at his own cost pursuant to oral agreement between the parties, as per understanding reached in January 2003.
   (d) The notice determining the lease was illegal.

(e) The plaintiff had no locus standi to file the suit for recovery of possession of the suit property since he had failed to abide by the direction in the order passed by the M Sub-Divisional Magistrate on 17.02.1999 under Delhi Land Reforms Act requiring him to reconvert the land beneath the suit property for agriculture purposes within three months as consequence of which the property had vested in Gram Sabha.

The plaintiff now files an application under Order 12 Rule 6 Civil Procedure Code for decree of the suit, to the extent it prays for recovery of possession, on basis of admissions of the defendant in the pleadings, claiming that issues raised by the defendant are irrelevant.

The defendant opposes the application and argues as under:

(a) There is no unequivocal or clear admission of the case of plaintiff in the pleadings and so decree on admissions granted, particularly as the defendant has raised issues which require determination.

(b) The lease deed dated 10.10.2001 being undisputedly an unregistered document without proper stamp duty being paid thereupon cannot be looked into.

(c) The plaintiff had ceased to be the owner since the property stood vested in Gram Sabha.

Decide the application.

(40 Marks)

2. Plaintiff, a sports broadcaster in India, approached the Court with the plea that it has exclusive Television Rights, Radio Rights, Mobile Transmission Rights and Broadband Internet Transmission Rights in respect of 2014 Cricket World Cup, which the plaintiff secured by making substantial investments. It is the case of the plaintiff that given the significant investments made by the plaintiff in acquiring exclusive Transmission Rights, it is imperative for the plaintiff to ensure that its exclusive and statutory rights are not infringed by the websites which have not made any investments in acquisition of such rights. Plaintiff seeks ex-parte injunction against not only some known broadcasters and websites but also against unknown entities to restrain them form hosting, streaming, broadcasting, rebroadcasting, retransmitting, exhibiting, downloading and so on.
Decide the prayer for ex-parte injunction. (30 Marks) 3. Write Short notes on any three of the following:

(a) Relevancy of admission in civil cases

(b) Exclusion of oral evidence in context of documents

(c) Lave of defend in summary suit

(d) Documents compulsorily or optionally registrable

(e.) Time for registration and delay

(30 Marks)

PART-B

1. A suit for eviction is brought by the plaintiff in respect of ground floor of a three storied building alleging misuser, inter alia, pleading in para 2 of the, plaint as under:

"The defendant is a tenant in respect of the ground floor of the property at monthly rental of Rupees four thousand per month."

“The defendant contests the suit denying the misuse and pleads in para 2 of the written statement as under:

"The pleading in para 2 of the plaint is admitted to be correct. It is, however, submitted that the defendant is tenant in respect of other areas of the building as well under different tenancies".

The case is at the stage of settlement of issues. The defendant files application for amendment of para 2 of the written statement by substituting the existing pleadings with the following:

"The pleadings in para 2 of the plaint are not correct and thus denied. It is, however, admitted that the defendant had been inducted as tenant in respect of the ground floor at monthly rent of Rupees two thousand only. Subsequently, the portion on first floor and half of the second floor were added and the rent of the three portions was agreed to be Rupees four thousand only per month. Thus, there are three different portions in possession and use of the defendant under one tenancy and not different portions under different tenancies."

The plaintiff contests the application on the argument that the amendment cannot be allowed since it amounts to withdrawal of admission, and bringing in inconsistent pleadings, which are not permissible. He also argues that the proviso to Order 6 Rule 17 CPC prohibits such amendment since the defendant has not shown that he could not have raised the matter earlier despite due diligence.

The defendant presses the application contending that it is only to clarify the earlier inadvertence and confusion by elaborating the pleadings. He argues that there is no bar to the application.

Decide the application. M

(40 Marks)

2. 'A' filed an eviction petition against her tenant 'B' before the Rent Controller Delhi. On the plea of 'B', the Rent Controller dismissed the Petition on the ground that it did not have the jurisdiction to entertain the Petition.

'A' did not challenge the decision of the Rent Controller and filed a suit before the Civil Court Delhi for possession and mesne profits till the handing over of the possession. This time 'B' contended in the written statement that the Civil Court did not have the jurisdiction to entertain the suit as it fell within the jurisdiction of the Rent Controller.

'A' claims that 'B' was estopped from taking inconsistent plea regarding jurisdiction and that decision of the Rent Controller would operate as res judicata on the issue of jurisdiction. Further, once a decision had been given by the Rent Controller, it would inappropriate for the Civil Court to review the said finding. st

Decide, whether 'B' is barred by the principles of estoppel and also whether decision of the Rent Controller on the issue of jurisdiction would operate as res judicata in the subsequent suit filed by 'A' in the Civil Court.

(30 Marks)

3. Write Short notes on any three of the following:
   (a) Relevance of character in civil disputes.
   (b) Adverse possession
   (c) Temporary Injunction under the CPC
   (d) Examination of parties by the civil court
   (e) Acknowledgement of liability

(30 Marks)

DELHI JUDICIAL SERVICE MAIN EXAMINATION 2014

GENERAL KNOWLEDGE AND LANGUAGE

Duration: 3 Hours **Maximum Marks: 250**

IMPORTANT INSTRUCTIONS

1. All questions are compulsory.
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3. You should answer Part-A and Part-B Questions in separate answer sheets. If any question of Part- A is attempted in Part-B answer sheet or vice versa, it would not be evaluated.

PART-A
(GENERAL KNOWLEDGE)

1. Write short notes of not more than 200 words on any two of the following topics:
   (a) Judicial Appointment Commission
   (b) Juvenile Justice Care & Protection Bill, 2014
   (c) Fatwas and Khaps
   (d) Islamic State of Iraq and Syria (ISIS)
   (e) Foreign Direct Investment (FDI)

(50 Marks)

2. Give one/two word answers:
   (a) Who is the Chief of Indian Army.
   (b) What is 'colour blindness"?
   (c) Who invented 'Insulin'?
   (d) Which planet has the deepest oceans? 0
   (e) Which is the capital of Maldives?
   (f) What is the currency of Brazil?
   (g) Who is the President of International Court of Justice?
   (h) Which is the highest battle field in India?

(i) Which is the largest cave temple in India?
(j) In which country are the ruins of Chichen Itza located?

(10 Marks)

3. With what are the following associated (give one/two line answer):
   (a) Ebola
   (b) Valency
   (c) Myopia
   (d) Global warming
   (e) Ranthambore National Park
   (f) Corona
   (g) El Nino
   (h) Isobaths
   (i) Abacus
   (j) Fascism

(10 Marks)

4. Who wrote the following:
   (a) Panchatantra
   (b) A Suitable Boy
   (c) Akbarnama
   (d) Half Girlfriend
   (e) Conquest of Self
   (f) The Satanic Verses
   (g) In a Free State
   (h) The Idea of Justice
   (i) Malgudi Days
   (j) Life of Pi

(10 Marks)

(d) The injuries of all the eight survivors were simple in nature.
Decide after considering rival contentions of the parties, relevant legal provisions and decided cases.

(40 Marks)

2. Mohan sold a plot of land in village Bawana (Delhi) to Ramesh, claiming to be the owner and executed documents in the nature of agreement to sell, general power of attorney and will in favour of Ramesh, receiving a sum of Rupees Twenty Five Lakh. as sale consideration. At the time of the transaction, there was at civil suit pending between Mohan and his brother Suresh about the title of the said plot of land. Mohan did not disclose this fact to Ramesh. Later, the civil suit was decided against Mohan declaring Suresh to be the owner entitled to the possession of the plot. In the execution of the decree, the possession of the plot of land was taken from Ramesh. Mohan refused to return the sale consideration to Ramesh, who being aggrieved then lodged complaint against Mohan at the local police

station. After investigation, charge sheet was filed against Mohan for his prosecution for offence of cheating. and forgery under sections 420, 423, 467, 468 & 471 IPC.
Mohan contests his prosecution claiming that it is a civil dispute, which is refuted by the prosecution on the ground that defence. plea cannot be considered at the stage of framing of charge.
Decide the question of framing of charge in the light of rival contentions, legal principles and case law.

(30 Marks)

3. Write Short notes on any three of the following:
   (a) Right of the victim of crime to compensation
   (b) Confession by accused before the police officer
   (c) Plea-bargaining
   (d) Right of the married minor daughter to claim maintenance from the father
   (e) Power of the Metropolitan Magistrate to grant bail in non-bailable offences

(30 Marks)

5. In what connection have the following been in news:
   (a) Richard Attenborough
   (b) Luis Alberto Suarez Diaz
   (c) Justice Markandey Katju
   (d) Gopinath Munde
   (e) Rohin Williams
   (f) Gaza
   (g) Subrata Roy
   (h) Sachin Tendulkar
   (i) Ved Pratap Vaidik
   (i) K. Natwar Singh

(10 Marks)

6. Describe what each of the following are famous for:
   (a) Begum Akhtar
   (b) Yasser Arafat
   (c) Angelina Jolie
   (d) Sabeer Bhatia
   (e) Michael Jordan

(10 Marks)

PART-B
(LANGUAGE)

1. Write an essay on any one of the following in about 100 words:
   (a) Crime and social networking sites
   (b) RTI: A potential case for abuse o
   (c) World Terrorism and USA

(d) Status of women in India
(e) Civil Society and collective conscience

(50 Marks)

2. Prepare a precis of the following passage in about 200 words:

Supporters of free markets maintain that as far as possible, individuals should be free to own property and enter into contracts and agreements with others regarding prices and waged and profits. They should be free to compete with each other to gain the greatest amount of benefit. This is a simple description of a free market. Supporters of the free market believe that if markets are left free of state interference the sum of market transactions would ensure overall a just distribution of benefits and duties in society. Those with merit and talent would be rewarded accordingly while the incompetent would get a lesser reward. They would maintain that whatever the outcome of market distribution, it would be just. testy However, not all free market supporters today would support absolutely unregulated markets. Many would now be willing to accept certain restrictions, for instance, states could step in to ensure a basic minimum standard of living to all people so that they are able to compete on equal terms. But they might argue that even here the most efficient way of providing people with basic services might be allow markets in health care, education, and such services, to develop. In other words, private agencies should be encouraged to provide such services while state policies should try to empower people to buy those services. It might also be necessary for the state to give special help to the old and the sick who cannot compete. But apart from this, the role of the state should only be to maintain a framework of laws and regulations to ensure that competition between individuals remains free of coercion and other obstacles. They maintain that a free market is the basis of a fair and just society. The market, it is said, does not care about the caste or religion of the person; it does not see whether you are a man or a woman. It is neutral and concerned with the talents and skills that you have. If you have the merit, then nothing matters.

One of the arguments put forward in favour of market distribution is that it gives us more choices. There is no doubt that the market system gives us more choices as consumers. We can choose the rice we eat and the school we go to, provided that we have the means to pay for them. But regarding basic goods and services, what is important is the availability of good quality goods and services at a cost people can afford. If private agencies do not find this profitable for them, they may prefer not to enter that particular market, or to provide cheap and substandard services. That is why there may be few private schools in rural areas and the few which have been set up, may be of low quality. The same would be true of health care or housing. In such situations the government may have to step in.

Another argument often heard in defence of free markets and private enterprises is that the quality of services they provide is often superior to that provided in government institutions. But the cost of such services may put them out of the reach of the poor. Private business tends to go where business would be most profitable and hence free markets eventually tend to work in the interest of the strong, the wealthy and the powerful. The

result may be to deny, rather than extend, opportunities for those who are relatively weak and disadvantaged.

(40 Marks)

3. Translate the following passage into Hindi:
The biological side of language is the subject of increasing research. It is somewhat ironic that until recently, progress in our understanding of brain functions has come not from the study of normal individuals but largely from the study of individuals with injured brains. Whenever disease or injury affects the left side of the brain, some aspect of the ability to perceive, process, or produce language may be disturbed. Individuals with such brain disease or injury are said to be aphasic, and their brain disturbances give ust insight into how the human brain processes language-related tasks. Aphasia is a broad term encompassing numerous syndromes of communicative impairment. Some aphasics labour to speak a single word, whereas others effortlessly produce long but meaningless. utterances. By studying the effect of brain damage on speech and comprehension, researchers have obtained clues to the organization of speech and language in the human nervous system.

(30 Marks)

4. Translate the following passage into English:
अपने प्रॉडक्ट की बिक्री बढ़ाने के लिए कंपनियां विज्ञापन में कुछ भी दिखाने के लिए तैयार रहती हैं। वे यह नहीं सोचतीं कि उनका समाज पर क्या असर पड़ेगा । विज्ञापन ने हमारे जीवन में एक अहम जगह बना ली है। लगता है जैसे उसके बगैर जीवन की कल्पना ही बेकार है। लेकिन ये विज्ञापन हमारी जिंदगी में हमारी मर्जी से नहीं आए हैं। वे थोपे गए हैं या घुसपैठिये की तरह घुए आए हैं। लेकिन इन्हें स्वीकार करने के अलावा कोई चारा नहीं है। उन्हें देखना मजबूरी है, लेकिन वह हमारी आदत बन जाती है। विज्ञापनों ने हमारे रहन-सहन पर गहरा असर डाला है। आज न सिर्फ शहर में बल्कि गांव-गांव तक लोगों को अनेक ब्रांड्स की जानकारी हो गई है। यहां तक कि इनका भाषा पर भी गहरा असर हो रहा है। हालांकि टीवी पर ऐसे विज्ञापन भी चलते रहते हैं जिन्हें अधिकतर लोग समझ ही नहीं पाते।

(30 अंक)