



## Previous Year Paper

### MAHARASHTRA JUDICIAL MAINS 2010

#### PAPER- I

#### Civil Law

### 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

1. Write a judgment on the basis of the facts leading to dispute as narrated below either in Sec 'A' or 'B'.  
(20 Marks)

Note:

- (1) Frame proper issues on the basis of the pleadings of the parties.
- (2) Adhere to the contents of judgment as required under the Code of Civil Procedure.
- (3) Wherever necessary you may exercise discretion in filling up details while appreciating evidence in the judgment.
- (4) Give logical, legal and proper reasons in support of your findings and conclude the judgment with a proper operative order.

#### SET A

It is the case of the plaintiff that defendant nos. 1 and 2 are the owners of the suit-land bearing block no. 100, admeasuring 2 hectares, situated within the local limits of village Takli, Taluka and District Ahmednagar. The defendants gave the suit-land to the plaintiff for cultivation on crop-share basis for a period of 5 years i.c. from 1991-92 to 1995-96 by executing a 'Batai-patra' in his favour on 20.04.1991. The plaintiff was put in possession of the suit-land. He continued to be in possession of the suit-land even after the expiry of the period of five years. The defendants restrained the plaintiff from cultivating the suit-land on 15.09.1998. It is the contention of the plaintiff that he is in lawful and settled possession of the suit-land and that the defendants cannot dispossess him therefrom without due process of law. The plaintiff, therefore, filed the suit seeking the relief of perpetual injunction to restrain the defendants from disturbing his possession over the suit-land without due process of law.

The defendants filed written statement and opposed the claim of the plaintiff. They denied that they have delivered possession of the suit-land to the plaintiff for cultivation on crop-share basis, as claimed by him. They denied execution of Batai-patra' in favour of the plaintiff. According to them they are actually cultivating the suit-land and that the plaintiff is their agricultural-labourer. They were paying labour charges to the plaintiff. According to them, the plaintiff cannot seek the equitable relief of injunction against them since they are the rightful owners of the suit-land. On these grounds, they prayed that the suit may be dismissed with costs.





## SET B

It is the case of the plaintiff that the defendant agreed to sell to him the suit-house bearing House No. 456, situated within the Municipal limits of Saswad for a consideration of ₹ 80,000/- by executing an agreement on 07.07.1979. The defendant received ₹ 10,000/- as earnest money. The sale deed was to be executed within 3 months and the balance amount was to be paid at that time. The defendant received the further sum of 20,000/- from the plaintiff on 10.09.1979 and acknowledged the receipt thereof under his signature. He further confirmed in writing about receipt of total amount of 30,000/- from the plaintiff. The defendant did not execute sale deed despite repeated requests made by the plaintiff. The plaintiff sent a notice dated 05.11.1979 to the defendant, expressed his readiness and willingness to pay the balance amount of 750,000/- and called upon the defendant to execute sale deed within 7 days from the date of receipt of the notice. The defendant received that notice, but neither replied to it nor complied with it. Hence, the plaintiff filed the suit for specific performance of contract of sale, for possession of the suit-house and for Future mesne profits. He specifically pleaded that he has always been ready and willing to perform his part of the contract.

The defendant filed written statement and resisted the claims of the plaintiff. He stated that his signature was obtained on a blank paper, which has been used to create a false agreement of sale. He further stated that a contract of sale is bilateral in nature under which, both, the vendor and vendee have rights and obligations. Therefore, it has to be signed by both the parties. He stated that the agreement dated 07.07.1979 has not been signed by the plaintiff (i.e. the vendee). Therefore, it is neither a complete nor a valid agreement. Consequently, the plaintiff is not entitled to enforce the same. On these grounds, the defendant prayed for Dismissal of the suit with costs. Evidence of the parties

### Evidence of the parties

To prove genuineness of the agreement, the plaintiff examined himself as a witness, one Shankar who was the scribe of the agreement and one Jagdish, before whom the agreement was entered into. He further produced and proved the receipt dated 10.09.1979 whereby the defendant acknowledged receipt of 20,000/- and confirmed receipt of total amount of 30,000/-.

As against him, the defendant examined himself only as a witness to deny the claims of the plaintiff.

### Submissions on behalf of the plaintiff in respect of validity of the agreement

The learned counsel for the plaintiff submitted that when an oral agreement to sell is valid, a written agreement signed by the vendor alone and delivered to the vendee, who, in turn, accepted it, would be a valid contract.

### Submissions on behalf of the defendant

The agreement signed by the vendor alone would not be valid and enforceable.

2. **Write notes on any four of the following:** (16 Marks)
- (a) Compromise of suit
  - (b) Supplemental proceedings
  - (c) Interest
  - (d) Arrest before judgment
  - (e) Procedure on parties defying orders of Court and committing breach of undertaking to Court
3. **Write notes on any four of the following:** (16 Marks)
- (a) Personal bars to the relief of specific performance of a contract
  - (b) The persons entitled to obtain specific performance





- (c) Suit under the Specific Relief Act by a person dispossessed of immovable property
- (d) Condition and warranty
- (e) Rights of unpaid seller of goods

4. **Write notes on any four of the following:** (16 Marks)

- (a) Quasi-contracts
- (b) Contingent contracts
- (c) Unlawful considerations/objects of an agreement
- (d) Rights and liabilities of a minor partner
- (e) Procedure for registration of a partnership firm

5. **Write notes on any two of the following:** (16 Marks)

- (a) Right to lodge caveat and the caveat rules framed by the Bombay High Court
- (b) Modes of paying money under decree
- (c) Res-judicata and constructive Res-judicata

6. **Answer any two of the following:** (16 Marks)

- (a) What is meant by "Transfer of property"? What property can and what property cannot be transferred ?
- (b) What is meant by "Sale" of immovable property ? What are the liabilities of a seller of immovable property before and after completion of the sale ?
- (c) Explain fully the doctrine of 'Lis Pendens'.

## PAPER- II (Criminal Law)

### Indian Penal code, Evidence Act, Code of Criminal Procedure, Essay on Current Legal Topic

1. **Explain procedure regarding trial of a Summons case.**  
(10 Marks)

2. **Write notes on any two :** (10 Marks)

- (A) Magistrate's powers of imposing sentences
- (B) Detention of accused in custody during investigation of crime
- (C) Grant of bail in cases of bailable and non-bailable offences by a Court other than High Court or Sessions Court
- (D) Cognizable and non-cognizable offences

3. **How a Magistrate of the first class can take cognizance of any offence ?**  
(5+5=10)

- (a) How a Magistrate of the first Class can take cognizance of any offence?
- (b) How and when a Magistrate of the first class can issue process in a private complains?

4. **Write notes on any two :** (10 Marks)

- (A) Assault and Criminal force
- (B) Robbery and Dacoity
- (C) Kidnapping and Abduction
- (D) Abetment and Criminal conspiracy

5. **What is culpable homicide ? Explain when it amounts to murder and when it does not amount to murder.**





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6. **Discuss provisions regarding cruelty to a woman by her husband or his relatives and abetment by them to commit suicide.** (10 Marks)
7. **Write notes on any two :** (10 Marks)  
(A) Admission and Confession  
(B) Public Document  
(C) Use of previous statement in writing of a witness during the trial  
(D) Estoppel
8. **Explain the provisions relating to admissibility of oral evidence at variance with the terms of a contract in between the parties reduced into writing by them.** (10 Marks)
9. **What is presumption ? State the provisions regarding presumption as to abetment of suicide by a married woman and dowry death of a married woman.** (10 Marks)
10. **Discuss the provisions relating to grant of maintenance under the Code of Criminal Procedure, 1973.** (10 Marks)
11. **(a) What is primary and secondary evidence ? When is the secondary evidence admissible?** (10 Marks)  
**(b) How the execution of a document can be proved ?**
12. **Write an essay on any one of the following:** (20 Marks)  
**(a) Child Labour in Indian Society**  
**(b) White Collared Crime - Cyber Crime**
13. **Write Judgement on the following facts :** (20 Marks)  
Narmada, the wife of accused no. 1 was living with her brother Gangaram because of the estrangement between the spouses. Cases against each other were pending in the courts. On the date of incident at 10 a.m. she along with her brother and his wife Chameli was taking cattle to the river. Accused no. 1 obstructed them and asked Narmada to come with him. She refused. A1 got annoyed and gave blows on her hand with iron bar. At that moment four brothers of the accused no. 1 (A2 to A5) joined him. A2 gave axe blow on the right leg of Gangaram causing compound fracture to him. A3 assaulted Chameli by giving fist and kicks blows to her. All the five accused then went to the hut in the field of the uncle of Gangaram, named Bangdu where all of them assaulted Bangdu by entering into the hut and gave fists and kicks blows to him. Bangdu lodged report in the Police Station at 8 p.m. on the same day.
- At the trial injured persons stated the incident as it is. Out of the four eye-witnesses, the adjoining field owners, two supported the prosecution case and two turned hostile. Injuries were proved by the Doctor who examined them but the X-ray report was not proved as the X-ray technician was not examined. Defence of the accused is of total denial.

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