

ALL-IN-ONE PAPERATHON

CIVIL MINOR LAW - I

Indian Contract Act, 1872

Transfer of Property Act, 1882

Indian Partnership Act, 1932

Prelims MCQs,
Mains & Interview Questions

ENGLISH EDITION



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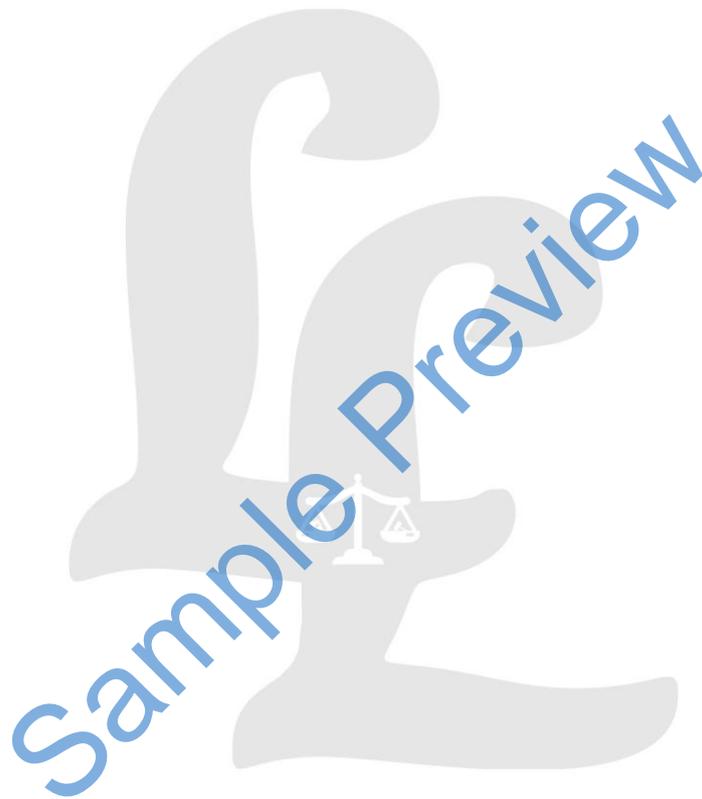
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INDEX		
Sr. No.	Subjects	Page No.
Part - I Prelims MCQs		
1.	Indian Contract Act, 1872	1-86
2.	Transfer of Property Act, 1882	87-164
3.	Indian Partnership Act, 1932	165-186
Part - II Mains Questions Solved		
4.	Indian Contract Act, 1872	187-317
5.	Transfer of Property Act, 1882	318-379
6.	Indian Partnership Act, 1932	380-431
Part - III Interview Questions Solved		
7.	Indian Contract Act, 1872	432-436
8.	Transfer of Property Act, 1882	437-439
9.	Indian Partnership Act, 1932	440-441
10.	Scan QR for Landmark Judgments (Year wise & Subject wise)	442

Part - I

Prelims MCQs



ALL-IN-ONE : INDIAN CONTRACT ACT, 1872 (PRELIMS) PAPERATHON

Preliminary (1-2)

PRELIMINARY (1-2)

1. As per the Indian Contract Act, 1872, an acceptance must be absolute and unqualified. What is the legal effect if an offeree's response to a proposal introduces a new term?

- (A) It becomes a valid acceptance, and the new term is incorporated as a mere suggestion.
- (B) It operates as a valid acceptance if the new term is not a material alteration.
- (C) It constitutes a counter-proposal, thereby rejecting the original proposal.
- (D) It suspends the original proposal until the new term is accepted or rejected by the proposer.

[AIBE XX - 2025]

Ans[C]

Linked Provision: This principle is a fundamental requirement under Section 7(1) of the Indian Contract Act, 1872, which states that acceptance must be "absolute and unqualified".

Explanation: - Section 7 of the Indian Contract Act, 1872, requires an acceptance to be absolute and unqualified to create a binding contract. If an offeree responds to a proposal by introducing a new term or modifying existing terms, they are not accepting the original offer but making a "counter-proposal" (or counter-offer). This counter-proposal legally voids or rejects the original offer. The original proposer is no longer bound by their initial offer, and a contract is only formed if the original proposer accepts the new counter-proposal.

2. In the case of general offer, there is no need to communicate the acceptance, if not required by the proposer. This has been decided in which one of the following cases :-

- (A) Bhagwan Das Vs. Girdhari Lal
- (B) Weeks Vs. Tybald
- (C) Ramji Dayawala & Sons Vs. Investment Import
- (D) Carlill Vs. Carbolic Smoke Ball Co.

[MPCJ 2022]

Ans. [D]

Linked Provision: Sec.2(a) ICA.

Explanation- A General Offer is an offer that is made to the world at large and anyone who performs the conditions of the offer is deemed to have accepted the offer. The genesis of a General Offer came about from the landmark case of Carlill vs. Carbolic Smoke Ball Co.

Case Law- In Carlill vs. Carbolic Smoke Ball Co. case, the bench stated that in cases of general offers, there is no need for communication of acceptance, anyone who performs the conditions of the contract is said to have communicated his/her acceptance.

3. An Advertisement in a newspaper inviting tenders is:

- (1) Proposal

- (2) Invitation for conversation
- (3) Promise
- (4) Invitation for proposal

[RJS 2021]

Ans. (4)

Linked Provisions-

1. Section 2(a) - Proposal.

2. Section 2(b) - Acceptance.

3. Section 7 - Acceptance should be absolute and unqualified.

Explanation - Offer - A person is said to make an offer when he communicates to another his willingness to do or refrain from doing a thing with a view to obtaining that other's assent when such offer is made, and When he accepts without a condition, then that offer is accepted and becomes a promise. In the above question, on the invitation of tenders in the newspaper, there will be an offer to work from the other party, which will be accepted by the tender inviter, that is, it is an invitation to offer.

4. Which of the following legal statements is incorrect?

- (a) An agreement enforceable by law is a contract [Section 2(a)].
- (b) All agreements, are contract (Section 10).
- (c) A proposal when accepted becomes a promise [Section 2(b)].
- (d) Every promise and every set of promise forming the consideration for each other is agreement [Section 2(e)].

[BJS 2023]

Ans [a]

Linked Provision- Sec.2(h) L/w sec.2(a), 2(b), 2(e), 10 ICA.

Explanation- As per Sec.2(h), an agreement enforceable by law is a contract.

Essential elements of a valid contract-

- 1) Proposal and Acceptance.
- 2) Parties must be competent to contract.
- 3) Lawful consideration and lawful object.
- 4) Free consent of parties.
- 5) Intention to create a legal relationship.
- 6) Contract must not be expressly declared void.

5. Every promise and every set of promise forming the consideration for each other, are -

- (a) contract
- (b) agreement
- (c) offer
- (d) acceptance consider

[BJS 2023]

Ans [b]

Linked Provision- Sec.2(e) L/w sec.2(b), 2(d) ICA.

Explanation- Sec.2(e) defines "agreement". It provides that every promise and every set promises, forming the consideration for each other, is an agreement.

ALL-IN-ONE : INDIAN CONTRACT ACT, 1872 (PRELIMS) PAPERATHON

Preliminary (1-2)

Ans. [b]

Linked Provision:-Section 2

Explanation:- Section 2 of the ICA is the Interpretation Clause, which provides the general definition of words and expressions used in the act. These are generally followed unless a contrary intention appears from the context.

35. Assertion (A): A stranger to a contract can not enforce the contract.

Reason (R) : He is not party to contract and can not take benefit.

Codes:

- (a) (A) and (R) both are true and (R) is correct explanation of (A)
- (b) (A) and (R) both are true and (R) is not the correct explanation of (A)
- (c) (A) is true, but (R) is false
- (d) (A) is false, but (R) is true

[UP PCS(J) 2013]

Ans. [a]

Linked Provision:-Section 2(d)

Explanation:- L/w Commom law doctrine "Privity of Contract", which implies that only parties to a contract are allowed to sue each other to enforce their rights and liabilities and no stranger is allowed to confer obligations upon any person who is not a party to contract even though contract the contract have been entered into for his benefit. [refer case Tweddle v. Atkinson]

36. Match List-I with List-II and select the correct answer by using the code given below :

List-I		List-II	
A	A Railway time Table	i	is invitation to offer
B	Public Notification for Tender	ii	is a general offer
C	Picking up an article from shelves and putting it in his basket in a 'Self service Mall'	iii	is acceptance of an offer
D	'A' says to 'B' that if 'A's offer is not accepted, 'B' should say 'No. immediately, 'B' keeps silent	iv	it is not the acceptance of the offer

Codes: A B C D

- (a) 2 1 4 3
- (b) 1 2 3 4
- (c) 4 2 1 3
- (d) 3 4 2 1

[UP PCS(J) 2013]

Ans. [c]

Linked Provision:-Sec.2(a)

Explanation:- L/w sec.2(a) ICA, Kinds of offer which are- 1. Express offer 2. Implied offer
3. General offer 4. Specific offer
5. Counter offer 6. Cross offer
7. Standing offer

37. Assertion (A) : Agreement without consideration is void.

Reason (R): Consideration may be given by promisee or any other person.

Codes:

- (a) (A) and (R) both are true and (R) is correct explanation of (A)
- (b) (A) and (R) both are true and (R) is not the correct explanation of (A)
- (c) (A) is true, but (R) is false
- (d) (A) is false, but (R) is true

[UP PCS(J) 2013]

Ans. [b]

Linked Provision:-L/w sec.2(d), 25 ICA.

38. Difference between a contract and social agreement is that of:

- (a) consideration
- (b) intention to create legal relationship
- (c) consensus ad idem
- (d) certainty of performance

[UP PCS(J) 2013]

Ans. [b]

Linked Provision:-Sec 2

Explanation:- L/w Animus Contrahendi i.e. intention to create legal relationship.

39. Match List-I with List 11 and select the correct answer using the codes given below the lists:

LIST - I	LIST - II
Counter Proposal	A.K.A.S. Jamal V. Moola Dawood
Damages for Breach	Hindushan Co-op. Insurance societies V. Shyam Sunder
Acceptance by conduct	Hyde Vs. Wrench
Commercial Hardship	Ganga Saran Vs. Ram Charan Ram Gopal

- Code:- A B C D**
- (a) 2 1 4 3
 - (b) 3 4 2 1
 - (c) 1 3 3 2
 - (d) 3 1 2 4

[UP PCS(J) 2016]

Ans. [d]

Linked Provision:-Sec 2(a), Sec 2(b), Sec 7, Sec 73

40. Under Indian Contract Act, 1872 what is the meaning of consensus ad Idem:

- (a) to agree on the same thing in the same sense
- (b) no-agreement can have more than one meaning
- (c) To agree the same way
- (d) to agree on different things in the same sense

[UP PCS(J) 2016]

Ans. [a]

Linked Provision:-Sec. 2

Explanation:- Latin phrase signifying a "meeting of the minds", which is a legal concept describing agreement between parties as to the exact meaning of

ALL-IN-ONE : TRANSFER OF PROPERTY ACT, 1882 (PRELIMS) PAPERATHON

Cha.- I : Preliminary (1-4)

CHAPTER I PRELIMINARY (1-4)

1. According to Transfer of Property Act, the term 'immovable property' does not include:

- (a) land
- (b) mines
- (c) agricultural land
- (d) growing crops

[CG PCS(J) 2016]

Ans. [d]

Linked Provision :- L/w Section 3 of TPA.

Explanation: It excludes three things—standing timber, growing crops and grass.

2. Which of the following is NOT an actionable claim?

- (a) Lottery tickets
- (b) Beneficial interest in movable property which is in possession of claimant
- (c) Life insurance policy
- (d) Claim for arrears of rent

[CG PCS(J) 2016]

Ans. [b]

Linked Provision: - Sec. 3 L/w sec. 130-137 TPA.

Explanation The actionable claim is defined under section 3 of the Transfer of Property Act, as actionable claim" means a claim to any debt, other than a debt secured by mortgage of immoveable property or by hypothecation or pledge of moveable property, or to any beneficial interest in moveable property not in the possession, either actual or constructive, of the claimant, which the Civil Courts recognise as affording grounds for relief, whether such debt or beneficial interest be existent, accruing, conditional or contingent.

3. Transfer of property is NOT applicable to:

- (a) gifts of movable property
- (b) exchange
- (c) lease
- (d) sale of goods

[CG PCS(J) 2016]

Ans. [d]

Explanation: Sale of goods is governed by Sale of Goods Act, 1930.

Gift- sec.122-129

Exchange- sec.118-121

Lease- sec.105-117

4. Immovable property does not include-

- (a) Standing Limber
- (b) Growing crop
- (c) Grass
- (d) All of the above

[CG PCS(J) 2019]

Ans. [d]

Linked Provision: sec.3 TPA.

5. Which of the following is not an actionable claim?

- (a) Right to a provident fund account
- (b) Promise to pay Rs. 5000/- if the promise succeeds in L.L.B. examination
- (c) Agreement to pay Rs. 2000/- if the promise marries a particular woman
- (d) Right to claim benefit of a contract coupled with a liability.

[CG PCS(J) 2020]

Ans. [a]

Linked Provision :- Sec.3 L/w Section 130-137 of TPA.

Explanation: An Actionable Claim comprises of – a claim to unsecured debt or; a claim to any beneficial interest in movable property not in actual or constructive possession of the claimant. Thus the Provident Fund money is not an actionable claim.

Actionable Claims	Not Actionable Claims
A maintainer allowance payable at a future date.	A judgement debt or decree.
A right to the proceed of a business.	Claim for mesne profits.
A partners right to sue for an account of a dissolved partnership.	Right to get damages under the law of torts or for the breach of a contract.
Annuities payable under deed of wakf.	Copyright, patents and trademarks.
The price payable by a purchaser of immovable property before the execution of the conveyance.	
The right to recover the money left in the hands of vendee.	
An amount due under a policy of insurance.	
An amount due under letter of credit.	
Arrears of rent.	
Future rents.	
Right to recover back the purchase money on the sale of being set aside.	
A decretal debt or interest of purchaser of the lottery in the prize money.	

6. Match list-I with list-II and select the correct answer using the code given below-

List-I		List - II	
(A)	Doctrine of Subrogation	1.	Section 17 TPA
(B)	Doctrine of Consideration	2.	Section 52 TPA
(C)	Doctrine of Accumulation.	3.	Section 61 TPA
(D)	Doctrine of Lis pendens	4.	Section 92 TPA

Code -

- (a) A-4, B-3, C-1, D-2
- (b) A-4, B-3, C-2, D-1
- (c) A-1, B-2, C-3, D-4
- (d) A-3, B-2, C-1, D-4

Part - II

Mains Questions Solved



Indian Contract Act, 1872

Previous Years' Questions of Mains Examinations

PRELIMINARY (1-2)

1. "All contracts are agreements but all agreements are not contracts." Discuss.

"सभी अनुबंध समझौते हैं लेकिन सभी समझौते अनुबंध नहीं हैं।" चर्चा करना।

[DJS 2008]

Or

Write short note on All contracts are agreements but all agreements are not contracts.

सभी अनुबंध करार होते हैं लेकिन सभी करार अनुबंध नहीं होते हैं, इस पर संक्षिप्त टिप्पणी लिखिए

[UP PCS(J) 1997]

- Ans. "All contracts are agreements but all agreements are not contracts"

The statement explains the legal relationship between agreement and contract under the Indian Contract Act, 1872.

Section 2(e) defines an agreement as every promise and every set of promises forming consideration for each other.

Section 2(h) provides that a contract is an agreement enforceable by law. Thus, enforceability is the essential element that transforms an agreement into a contract.

Every contract is necessarily an agreement because it begins with an offer, acceptance, and promise between parties. Without an agreement, a contract cannot exist. When the requirements of **Section 10** are fulfilled—free consent of competent parties, lawful consideration, lawful object, and absence of any factor rendering it void—the agreement becomes legally enforceable and therefore a contract.

For example, if A agrees to sell his house to B for ₹10 lakh and all legal requirements are satisfied, the agreement becomes a valid contract.

However, all agreements are not contracts because many agreements lack enforceability. Social or domestic arrangements, such as a promise to go to dinner, do not create legal obligations. Agreements without consideration are void under **Section 25 (subject to exceptions)**.

LEADING CASE: Mohori Bibee v. Dharmodas Ghose

Agreements with unlawful object or consideration are void under **Section 23**. Agreements with minors are void ab initio as. Therefore, such agreements, though they may be promises, are not contracts in the eyes of law.

Central Inland Water Transport Corporation v. Brojo Nath Ganguly, the Court held that an agreement opposed to public policy or containing unconscionable terms is void, reaffirming that only legally valid agreements become contracts.

Thus, **an agreement is the genus and contract is the species**. Every contract originates from an agreement, but only those agreements that satisfy statutory requirements and are enforceable by law become contracts. The statement correctly reflects the foundational principle of contract law.

2. What are the essential elements of a contract? Distinguish between void and illegal agreements.

एक अनुबंध के आवश्यक तत्व क्या हैं? शून्य और अवैध करारों के बीच अंतर करें.

[PJS 1995(II), BJS 1977]

or

What are the essentials of a valid contract?

एक वैध अनुबंध के आवश्यक तत्व क्या हैं?

[PJS 2007]

or

Enumerate the essentials of a valid contract. What is the distinction between void and voidable agreement?

वैध अनुबंध के आवश्यक तत्वों की गणना कीजिए। शून्य और शून्यकरणीय समझौते में क्या अंतर है?

[PJS 2003]

or

What are the essentials of a valid contract under Indian Contract Act?

भारतीय अनुबंध अधिनियम के तहत एक वैध अनुबंध की अनिवार्यताएं क्या हैं?

[DJS 1999]

- Ans. Essential Elements of a Valid Contract

Under the Indian Contract Act, 1872, particularly **Section 10**, the following are the essential elements of a valid contract:

1. **Offer and Acceptance** – There must be a lawful offer by one party and lawful acceptance by the other, creating a promise.
2. **Leading Case: Lalman Shukla v. Gauri Dutt** – Acceptance without knowledge of the offer is not valid acceptance.
3. **Intention to Create Legal Relations** – The parties must intend to enter into a legally binding relationship.
Leading Case: Balfour v. Balfour – Domestic agreements are not contracts due to absence of legal intention.
4. **Lawful Consideration** – Consideration must be real and lawful (**Sections 2(d) & 23**).

Indian Partnership Act, 1932

Previous Years' Questions of Mains Examinations

Chapter I – Preliminary (Sections 1-3)

1. Explain the extent and commencement of the Indian Partnership Act, 1932. Whether the Act applies retrospectively?

भारतीय साझेदारी अधिनियम, 1932 की प्रवृत्ति, विस्तार एवं लागू होने की तिथि स्पष्ट कीजिए। क्या यह अधिनियम प्रतिगामी है?

Ans. Extent and Commencement of the Indian Partnership Act, 1932

I. Extent of the Act

Section 1 – Short Title, Extent and Commencement

The Act extends to: The whole of India (except the State of Jammu & Kashmir prior to 2019).

After the Jammu & Kashmir Reorganisation Act, 2019: The Act now applies to the entire territory of India.

II. Commencement of the Act: The Act came into force on:

► 1st October, 1932

It replaced: Chapter XI (Sections 239–266) of the Indian Contract Act, 1872, which earlier dealt with partnership. Thus, from 1 October 1932, partnership law became a separate legislation.

III. Whether the Act is Retrospective?

General Rule: Unless expressly stated, a statute is prospective in operation. The Partnership Act does not contain any provision making it retrospective. Therefore, The Act operates prospectively from 1 October 1932.

IV. Supreme Court Position

Garikapati Veeraya v. N. Subbiah Choudhry

The Supreme Court held:

- Statutes affecting substantive rights are presumed to be prospective unless clearly made retrospective.

Shreeram Finance Corporation v. Yasin Khan

The Court observed:

- Rights and liabilities of partners are governed by the Act as applicable at the time of cause of action.

V. Effect on Existing Partnerships

Section 69 and other provisions apply to:

- Partnerships existing at the time of commencement,
- But only in respect of acts and proceedings after commencement.

The Act does not invalidate pre-existing partnerships.

VI. Amendment Position

- After 2019, the Act applies to the entire territory of India including Jammu & Kashmir. Otherwise, no retrospective amendment has been introduced.

The Indian Partnership Act, 1932:

- Extends to the whole of India.
- Came into force on 1 October 1932.
- Is prospective in operation.
- Does not apply retrospectively unless expressly provided.

The Supreme Court has consistently affirmed that statutes affecting substantive rights are presumed to operate prospectively.

2. Define the term “Firm”, “Partner”, “Partnership” and “Firm Name” under Section 4. Distinguish between partnership and co-ownership.

धारा 4 के अंतर्गत फर्म, साझेदार, साझेदारी एवं फर्म नाम को परिभाषित कीजिए तथा साझेदारी और सह-स्वामित्व में अंतर स्पष्ट कीजिए।

Ans. Definitions under Section 4: “Partnership is the relation between persons who have agreed to share the profits of a business carried on by all or any of them acting for all.” Persons who have entered into partnership with one another are called individually ‘partners’ and collectively a ‘firm’, and the name under which their business is carried on is called the ‘firm name’.”

1. **Partnership:** A partnership is the relationship between persons who:

1. Have agreed to share profits;
2. Of a business;
3. Carried on by all or any of them acting for all (mutual agency).

Mutual agency is the real test.

2. **Partner:** A partner is a person who has entered into partnership with others.

He is both:

- Principal; and
- Agent of other partners.

3. **Firm:** A firm is the collective name of all partners.

Part - III

Interview Questions Solved



1. What is an agreement?

Ans. An agreement is an accepted proposal.

2. What is a contract?

Ans. An agreement which is enforceable by law is called a contract?

3. What is void agreement?

Ans. An agreement which is not enforceable by law is called void.

4. What is voidable contract?

Ans. An agreement which is enforceable by law at the option of one or more of its parties but not at the option of the other party or parties, is a voidable contract.

5. What is a void contract?

Ans. A contract which ceases to be enforceable by law becomes void when it ceases to be enforceable.

6. What is an illegal agreement?

Ans. The agreement whose purpose or object is illegal is called illegal agreement and it is void. (Section 23)

7. What is difference between a void agreement and an illegal agreement?

Ans. A void agreement is not always invalid, but an illegal agreement is always void.

8. What is a specific offer?

Ans. A specific offer refers to an offer that is made to a particular person or group of people.

9. What is a general offer?

Ans. A general offer refers to a proposition that is made to the general public, but the contract is only with that person or persons who fulfills the conditions of the proposal.

10. A boy has run away from the house, the boy's father distributed a leaflet in which a reward of one thousand rupees was announced to the person who found the boy. 'A' saw the boy and handed over the boy to the railway police and informed the boy's father by Telegram. Is 'A' entitled to reward?

Ans. Sir, 'A' is entitled to the reward. In general offer, it is not necessary to give notice of acceptance.

11. Suppose 'A' is not aware of the declaration of reward?

Ans. 'A' is not entitled to the reward (Why?) Because without the knowledge of the proposal, acceptance cannot be valid.

12. What is a cross-proposal?

Ans. When the person to whom the offer is made sends the offer for the same thing without knowing it.

14. A shopkeeper has kept a refrigerator in his shop for sale on which the price is written. At that price a customer agrees to buy the refrigerator but the shopkeeper refuses to sell. Can the customer bring suit for breach of contract here?

Ans. Sir, There is no contract here and the customer cannot sue for breach of contract because there is no offer. This is an invitation to offer. In the case of an invitation to a proposal, the intention of the person giving the invitation is that the person to whom the invitation is given should make the proposal. The promise is created after the acceptance of the proposal.

15. Give another example of invitation to offer?

Ans. Giving price list of items, auction, tender (tender) is not an offer but an invitation to offer.

16. 'A' is given by post or telegram and the correct address is written on the letter or telegram and the letter is properly inserted in the post or given to the post office. But the mail or telegraph operator does not receive it. Will the employer be bound by the acceptance?

Ans. Yes Sir, In case of receipt by post or telegram, the proposer is bound by the acceptance at the same time when the letter is put in the post or given to the telegram post office and the recipients are bound while the letter or telegram is received. In English law, both the proposer and the Acceptor are bound at the time when the letter is put in the post or telegram is given to the post. .

17. A person makes an offer from one end of a river but due to the sound of an Air plane, the person standing at the other end cannot hear him. Will the contract arise between the two?

Ans. Sir No. Because the communication did not reach the Acceptor. Acceptance cannot occur without knowledge of the proposal.

18. What decision has been given by the Supreme Court in the case of Bhagwan Das v. Girdhari Lal & Co. 1966?

Ans. In this case, the Hon'ble Supreme Court has given an important decision regarding communication by telephone. The Supreme Court stated that the acceptance is complete only when the proposer receives it and the contract arises in that place where the proposer receives the acceptance.

19. A minor contracts stating himself as an adult. Will the contract be enforceable?

Ans. Sir No. The minor is not competent to contract and hence the agreement entered into by the minor, is void. This theory (rule) was propounded in Mohri Bibi v. Dharmodas Ghosh case.

22. **Whether a minor can be admitted into partnership?**

Ans. Yes. Minor can be admitted only for the benefit. According to section 30 of Partnership Act, 1932, 'A person who is a minor according to the law to which he is subject may not be a partner in a firm, but, with the consent of all the partners for the time being, he may be admitted to the benefits of partnership.'

23. **Whether registration of 'Partnership' is mandatory?**

Ans. No, registration of 'Partnership' is not mandatory. Although in case of non-registration of partnership there will be some disadvantages. Effect of non-registration has been discussed under section 69 of Partnership Act.

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- + CPC, 1908
- + Local Laws
- + Family Laws
- + IT Act, 2000
- + A&C Act, 1996
- + Environmental Laws
- + Advocate Act, 1961
- + Land Acquisition, 2013
- + Consumer Protection Act, 2019
- + Transfer of Property Act, 1882
- + Specific Relief Act, 1963
- + NDPS Act, 1985
- + PCPNDT Act, 1994
- + Food Safety & Standards Act, 2006
- + Motor Vehicles Act, 1988
- + Indian Contract Act, 1872
- + Labour & Industrial Law
- + NI Act, 1881
- and many more
- + AIBE Additional Bare Acts

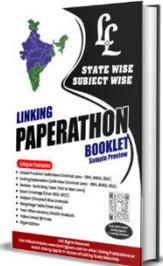
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ALL-IN-ONE PAPERATHON

CIVIL MINOR LAW - II

Limitation Act 1963

Specific Relief Act, 1963

Registration Act, 1908

Prelims MCQs,
Mains & Interview Questions

ENGLISH EDITION



Linking Publication

Jodhpur, Rajasthan

INDEX		
Sr. No.	Subjects	Page No.
Part - I Prelims MCQs		
1.	Limitation Act 1963	1-46
2.	Specific Relief Act, 1963	47-72
3.	Registration Act, 1908	73-84
Part - II Mains Questions Solved		
4.	Limitation Act 1963	85-132
5.	Specific Relief Act, 1963	133-209
6.	Registration Act, 1908	210-262
Part - III Interview Questions Solved		
7.	Limitation Act 1963	263-264
8.	Specific Relief Act, 1963	265-266
9.	Registration Act, 1908	267-268
10.	Scan QR for Landmark Judgments (Year wise & Subject wise)	269

Part - I

Prelims MCQs



ALL-IN-ONE : LIMITATION ACT 1963 (PRELIMS) PAPERATHON

Part - I : Preliminary (1-2)

PART I PRELIMINARY (1-2)

1. As per section 2 (c) of the Limitation Act a bill of exchange includes

- (a) Promissory note and bond
- (b) Promissory note
- (c) A hundi and a cheque
- (d) Bond

[CG PCS(J) 2015]

Ans. [c]

Linked Provision :- Sec.2(c) Limitation Act.

Explanation: As per sec.2(c), bill of exchange includes a hundi and a cheque.

2. Under limitation Act applicant includes-

- (a) A petitioner
- (b) Any person from or through whom an applicant derives his right to apply
- (c) Any person whose state is represented by the applicant an executor administrator of other representative
- (d) All of the above

[CG PCS(J) 2019]

Ans. [d]

Linked Provision: Sec.2(a) Limitation Act.

3. In a case, the Supreme Court held that the Indian Limitation Act, 1963 is the only general law for the whole country, all other laws determining the period of limitation are either special laws or local laws. If they fix time periods for specific cases, they will be called special laws:

- (A) Lata Kamat vs. Vilas
- (B) Justiniano vs. Antonio
- (C) Syndicate Bank vs. Prabha D. Nayak
- (D) None of the above

[CG PCS(J) 2023]

Ans. [B]

Linked Provision- Sec.5, 29 L/w sec.3, 4, 12-15 Lim. Act.

Explanation- Sec.5 deals with extension of prescribed period in certain cases. It enables the court to condone the delay in filing appeal or application, if the appellant or applicant satisfies the court that he had sufficient cause for not preferring an appeal or making an application within prescribed period of limitation.

Sec.29(2)- Applicability of sec.3-24 Lim. Act where, any special or local law prescribes for any suit, appeal or application a period of limitation different from the period prescribed by the Schedule of Lim. Act.

Case Law- In **Justiniano Augusto vs. Antonio Vicente (1979)**, SC held that the Lim. Act is the only general law for the whole country. All other laws determining the period of limitation are either special laws or local laws. If they fix time periods for specific cases, they will be called special laws.

4. Which of the following is not defined under section 2 of The Limitation Act, 1963?

- (1) Bill of exchange
- (2) Bond
- (3) Cheque
- (4) Promissory note

[RJS 2021]

Ans. (3)

Explanation - Cheque is not defined in section 2, whereas cheque is defined in section 6 (Registration Act, 1908).

Other definitions -

- 1. Applicant
- 2. Application
- 3. Bill of Exchange
- 4. Bond
- 5. Defendant
- 6. Easement
- 7. Foreign
- 8. Good faith (also in Section 52 Criminal Procedure Code)
- 9. Plaintiff
- 10. Period of Limitation
- 11. Promissory Note
- 12. Suits
- 13. Torts
- 14. Trustees.

5. Under The Limitation Act, 1963, which of the following is not a correct definition?

- (1) "Tort" means a civil wrong which is exclusively the breach of a contract or the breach of a trust.
- (2) 'Suit' doesn't include an appeal or an application.
- (3) "Foreign country" means any country other than India.
- (4) None of the above option.

[RJS 2021]

Ans. (1)

Linked Provisions -

- 1. **Section 2(h)** - Contract (Contract Act, 1872)
- 2. **Section 39** - Breach of prior contract (Contract Act, 1872).
- 3. **Section 11** - Non-enforcement of contract made in breach of trust (Specific Relief Act, 1963).

Explanation - Section 2 - Tort means a civil wrong which is not a breach of contract or a breach of trust.

Other definitions -

- 1. Applicant
- 2. Application
- 3. Bill of Exchange
- 4. Bond
- 5. Defendant
- 6. Easement
- 7. Foreign
- 8. Goodwill (also in Section 52 Criminal Procedure Code)
- 9. Plaintiff
- 10. Period of Limitation
- 11. Promissory Note
- 12. Suits
- 13. Torts
- 14. Trustees.

6. Limitation Act came into force on?

- (a) 5th Oct. 1963
- (b) 11th Nov. 1963
- (c) 30th Dec. 1963
- (d) 1st Jan. 1964

[Raj. JLO 2013-14, Raj. JLO 2019]

ALL-IN-ONE : LIMITATION ACT 1963 (PRELIMS) PAPERATHON

Part - I : Preliminary (1-2)

Ans [d]

Linking Provisions:- Other Acts which came into force from 1st January

1. Indian Penal Code – January 1, 1862.
2. Code of Civil Procedure – January 1, 1909.
3. Registration Act – January 1, 1909.

Explanation:- The Limitation Act, 1963 came into force from the first day of January, 1964 by publishing it in the Official Gazette.

7. **Limitation Act-**

- (a) Has to be constructed strictly
- (b) Is an exhaustive code
- (c) Is a rule of procedures
- (d) All of the above

[Raj. JLO 2013-14]

Ans [d]

Explanation :- Interpretation of Limitation Act is strict (Section 3 bar on suit, application and appeal filed after limitation period) and it is a complete law, rule of procedure.

8. **Under the Limitation Act, 1963 'Applicant' means -**

- (a) A petitioner
- (b) Person from or through whom an applicant derives his title
- (c) Any person whose estate is represented by the applicant as executor administration or other representative
- (d) All the above

[Raj. JLO 2013-14]

Ans [d]

Linked Provisions:- Section 2(b) – Application.

Explanation:- According to section 2(a)- all the above mentioned persons are included under the applicant.

10. **Under which section of the Limitation Act, 1963 "Period of Limitation" has been defined**

- (a) Section - 2 (c)
- (b) Section - 2 (d)
- (c) Section - 2 (h)
- (d) Section-2(j)

[Raj. JLO 2019]

Ans [d]

Explanation - Section -2 (j) - Limitation Act, 1963, 'Period of Limitation' means a period of limitation prescribed for any suit, appeal or application under the schedule to the Limitation Act, which covers a range of claims and their timelines.

11. **Under Section 2 (I) of Limitation Act, 1963 'suit' includes-**

- (a) Appeal
- (b) Application
- (c) Revision
- (d) None of these

[Raj. JLO 2019]

Ans [d]

Explanation :-Definitions under section 2

- | | |
|---------------------|--------------------------|
| 1. Applicant | 2. Application |
| 3. Bill of exchange | 4. Bond |
| 5. Defendant | 6. Easement |
| 7. Foreign Country | 8. Good faith |
| 9. Plaintiff | 10. Period of Limitation |
| 11. Promissory Note | 12. Suit |
| 13. Tort | 14. Trustee |

12. **The following is / are the objective(s) of the Limitation Act:**

Statement I: There should never be an end to litigation.

Statement II: Vigilantibus Non Dormientibus Jura Subveniunt.

Statement III: It bars the judicial remedy but the substantive right itself survives and continues to be available in other ways.

Choose the correct option:

- (a) Only I
- (b) Only II and III
- (c) Only III
- (d) Only I & II

[HPJS 2019]

Ans [b]

Explanation- The law of limitation has been prescribed as the time limit which is given for different suits & proceedings to the aggrieved person within which they can approach the court for redress or justice.

Object- i) Interest reipublicae ut sit finis litium i.e. the interest of the State requires that there should be an end to litigation.

ii) Vigilantibus non dormientibus jura subveniunt i.e. the law assists the vigilant and not one who sleeps over his rights.

iii) Law of limitation being a procedural law merely bars the judicial remedy available for enforcement of such right, but the substantive right survives and continues to be available if there are other ways or means for enforcing it [Case- Lala Balmukund vs. Lajwanti (1975)].

13. **For the purposes of the Limitation Act, 1963, the prescribed period means:**

- (a) The period of limitation prescribed for any suit, appeal or application by the Schedule
- (b) The period of limitation computed in accordance with the provisions of this act
- (c) Both A & B
- (d) The period as prescribed in the agreement between the parties

[HPJS 2019]

Ans [c]

Linked Provisions- Sec.2(j) L/w Sec.3-5, 12-24, schedule Lim. Act.

Explanation- Sec.2(j) defines "period of limitation and prescribed period". As per this sec., "prescribed period" means the period of limitation computed in accordance with the provisions of this Act.

ALL-IN-ONE : SPECIFIC RELIEF ACT, 1963 (PRELIMS) PAPERATHON

Part- I : Preliminary (1-3)

PART I

PRELIMINARY (1-3)

1. The words and expressions used in the Specific Relief Act, but not defined in the Act, have meaning as defined in the
- General Clauses Act
 - Indian Contract Act
 - Transfer of Property Act
 - Civil Procedure Code

[BJS 2016]

Ans. [b]

Linked Provision-

- Section 9-** Defences available in the Contract Act are also available in suits for specific relief.
- Section 10-** Which contract can be specifically performed.

Explanation- Sec.2(e)- Other words used but not defined in the Specific Relief Act shall have the same meaning as in the Contract Act.

2. Statutory recognition of the principles of equity in the Specific Relief Act is regarding-
- specific performance/
 - injunction
 - rectification and rescission
 - All of the above

[BJS 2018]

Ans. [d]

Linked provisions- Sec.10, 26-30, 36-42 SRA.

Explanation- In specific relief Act, Specific performance, Injunction, rectification & rescission are the Statutory recognition of the principles of equity.

3. Specific relief is granted for enforcing:
- Individual civil rights
 - Penal laws
 - Both individual rights and penal laws
 - Personal criminal liability

[CG PCS(J) 2015, MPCJ 2018-I, OJS 2023]

Ans. [a]

Linked Provision :- Sec.4 SRA.

Explanation: Sec.4 SRA. It provides that specific relief can be granted only for the purpose of enforcing individual civil rights and not for the mere purpose of enforcing a penal law.

4. Which of the following remedies cannot be granted under Specific Relief Act?
- Declaratory Decree
 - Cancellation of Instrument
 - Grant of Perpetual Injunction
 - Issuance of Writ

[CG PCS(J) 2015]

Ans. [d]

Explanation: Writ can not be issued under SRA. Writ can be issued under Art.32, 139, 226 of the COI.

Declaratory Decree- **sec.34-35**

Cancellation of Instrument- **sec.30-33**

Grant of Perpetual Injunction- **sec.38**

5. "He who seeks equity must do equity" is particularly incorporated in which of the following?
- Section 9 of the Code of Civil Procedure
 - Section 38 of the Specific Relief Act
 - Both (a) and (b)
 - None of the above

[BJS 2018]

Ans. [d]

Linked provisions- Sec.30 L/w 17, 18, 20 SRA, 19A ICA, 35 TPA, O.8 R.6 CPC.

Explanation- The maxim, "He who seeks equity must do equity" states that the plaintiff is also subject to the powers of the court and is obligated to perform his duties following the principle of equity. Thus, this maxim applies to the party who seeks equitable relief as it stipulates that the plaintiff must also recognize and submit to the right of his adversary.

6. An instrument is not "settlement" under the Specific Relief Act
- whereby an interest in the property is devolved by a will
 - whereby devolution of an interest in a movable property is disposed of.
 - whereby devolution of successive interests in an immovable property is disposed of.
 - whereby devolution of interest in an immovable property is only agreed to be disposed of.

[MPCJ 2017]

Ans. [a]

Linked Provision- Sec.2(b) SRA.

Explanation- Sec.2(b) deals with the settlement that means delivery of the movable or immovable property to their successive interests when it is agreed to be disposed of. It is defined as an instrument that is other than a will or a codicil.

8. The Specific Relief Act, 1963 extends to:
- The whole of India except the State of Jammu and Kashmir
 - The whole of India
 - Only to capital cities of the States
 - The whole of India except the Union Territories

[OJS 2023, MPCJ 2024]

Ans [B]

Linked Provision- Sec.1 SRA.

Explanation- As per sec.1(2), SRA is applicable to whole of India after J&K reorganisation Act, 2019 w.e.f. 31/10/2019.

8. Which of the following Section of the Specific Relief Act, 1963 defines "settlement"?
- Section 2(a)
 - Section 2(b)
 - Section 2(c)

ALL-IN-ONE : SPECIFIC RELIEF ACT, 1963 (PRELIMS) PAPERATHON

Part- II : Specific Relief (Cha.- I : Recovering Possession of Property (5-8))

(D) Section 2(d)

[CG PSC(J) 2025]

Ans. [B]

Linked Provision: Section 2(b) of the Specific Relief Act, 1963

Explanation:

- Section 2(a): Obligation
- According to Section 2(b) of the Specific Relief Act, 1963, a settlement refers to an instrument (other than a will or codicil) that outlines the destination or devolution of successive interests in movable or immovable property, which is either disposed of or agreed to be disposed of.
- In simpler terms, settlement involves delivering property to successive interests as agreed upon.
- Section 2(c): Trust
- Section 2(d): Trustee

10. **Specific relief can be granted for-**

- (A) enforcing individual civil rights
- (B) enforcing penal laws
- (C) both civil rights and penal laws
- (D) neither civil rights nor penal laws

Ans. [A]

Explanation: Sec.4 SRA. It provides that specific relief can be granted only for the purpose of enforcing individual civil rights and not for the mere purpose of enforcing a penal law.

PART II SPECIFIC RELIEF

CHAPTER I

RECOVERING POSSESSION OF PROPERTY (5-8)

11. **How the recovery of specific immovable property may be enforced ?**

- (A) A person entitled to the possession of specific immovable property may recover it in the manner provided by The Specific Relief Act, 1963.
- (B) A person entitled to the possession of specific immovable property may recover it in the manner provided by the Transfer of Property Act, 1882.
- (C) A person entitled to the possession of specific immovable property may recover it in the manner provided by the Code of Criminal Procedure, 1973.
- (D) A person entitled to the possession of specific immovable property may recover it in the manner provided by the Code of Civil Procedure, 1908.

[AIBE XIX - 2024]

Ans. (D)

Linked Provision -

1. **Section 6** - Suit by person dispossessed of immovable property.

2. **Section 7**-Recovery of specific movable property.

Explanation:- The Specific Relief Act, 1963, under sections 5 and 6, provides the legal framework for recovering possession of immovable property.

Section 5

- A person who is entitled to the possession of specific immovable property can recover it.
- This is done in the manner provided by the Code of Civil Procedure, 1908.

12. **Specific Relief Act, 1963 Any person having the possession or control of a particular article of movable property, of which he is not the owner, may be compelled specifically to deliver it to the person entitled to its immediate possession, in which of the following cases?**

- (a) When the thing claimed is held by the defendant as the agent or trustee of the plaintiff.
- (b) When compensation in money would afford the plaintiff adequate relief for the loss of the thing claimed.
- (c) When it would be extremely easy to ascertain the actual damage caused by its loss.
- (d) When the possession of the thing claimed has been rightfully transferred from the plaintiff.

[MPCJ 2024]

Ans. [a]

Linked Provisions :- Section 7 - A person entitled to the possession of specific movable property may recover it in the manner provided by the CPC.

Explanation :- Any person having a possession of movable property, which he is not the owner may be specifically compelled to the thing claimed is held by the defendant as the agent or trustee or the plaintiff.

13. **No suit under section 6 of the Specific Relief Act, 1963 shall be brought after the expiry of from the date of dispossession.**

- (A) one month
- (B) two months
- (C) three months
- (D) six months

[GJS, 2025]

Ans. [D]

Linked Provision- Sec.6 L/w Sec.5, 7 SRA.

Explanation- Sec.6 deals with suit by person dispossessed of immovable property. It provides that if a person has been dispossessed or divested from the property against the nature of law, then that person can file a suit for recovery of possession. Essential conditions-

- i) The person suing for dispossession must be in possession of that property.
- ii) The person must be dispossessed from the property unlawfully.

Part - II

Mains Questions Solved



ALL-IN-ONE : LIMITATION ACT, 1963 (MAINS) PAPERATHON

Law of Limitation

Previous Years' Questions of Mains Examinations

PART- I : Preliminary (1-2)

1. Explain the policy and the objective of the law of Limitation with the help of decided case laws.
निर्धारित केस कानूनों की मदद से परीसीमा के कानून की नीति और उद्देश्य की व्याख्या करें।

[HPJS 2019]

Ans.

- I. **Meaning** - The law of limitation in India is governed by the **Limitation Act, 1963**. It prescribes time limits within which legal proceedings must be initiated. If a suit, appeal, or application is filed beyond the prescribed period, it becomes time-barred. The law does not extinguish the right (in most cases), but bars the remedy.
- II. **Policy Behind the Law of Limitation**
The underlying policy is based on the maxim:
"Vigilantibus non dormientibus jura subveniunt"
(Law assists those who are vigilant, not those who sleep over their rights.)
The main policies are:
1. **Finality to Litigation:** There must be an end to disputes. Endless litigation creates uncertainty.
 2. **Prevention of Stale Claims:** Over time, evidence disappears, witnesses die, and memories fade.
 3. **Public Policy & Legal Certainty:** Law promotes stability in legal relationships.
 4. **Encouragement of Diligence:** Parties must act within reasonable time.
- III. **Objective of the Law of Limitation**
The objectives are:
- To fix a life span for legal remedies.
 - To ensure expeditious disposal of disputes.
 - To prevent harassment by delayed claims.
 - To protect defendants from injustice caused by long delay.
- The Supreme Court has repeatedly clarified that limitation provisions are based on public policy and must be strictly applied.
- IV. **Important Supreme Court Judgments**
1. **P.K. Ramachandran v. State of Kerala**
Held: Law of limitation must be applied with full rigor. Courts cannot extend limitation on equitable grounds.
If the limitation has expired, courts have no power to extend it unless statute permits.
 2. **Balwant Singh v. Jagdish Singh**
Held: "Sufficient cause" under Section 5 must be interpreted strictly. Negligence or inaction cannot be condoned.
The Court observed:
 - Liberal approach does not mean allowing negligence.
 - Delay must be properly explained.
 3. **Bharat Barrel & Drum Manufacturing Co. Ltd. v. ESI Corporation**
Held: The object of limitation is not to destroy rights but to ensure parties do not resort to dilatory tactics.
Held: Hardship or injustice is not a ground to extend limitation.
 5. **COVID Extension Judgment**
In Re: Cognizance for Extension of Limitation
During COVID-19, the Supreme Court exercised powers under Articles 141 & 142 and extended limitation periods from 15 March 2020 to 28 February 2022. This was an extraordinary relaxation due to pandemic circumstances.
- V. **Important Provisions Showing Policy**
1. **Section 3** - Court must dismiss time-barred suit even if limitation is not pleaded.
 2. **Section 5** - Delay can be condoned in appeals/applications (not suits) if sufficient cause is shown.
 3. **Section 18** - Fresh limitation starts from acknowledgment.
 4. **Section 27** - In suits for possession, right itself gets extinguished after limitation period.
- VI. **Recent Developments / Amendments**
There has been **no major structural amendment** to the Limitation Act recently. However:
1. **Commercial Courts Act, 2015 (as amended in 2018)** mandates strict timelines for commercial disputes.
 2. COVID period exclusion (as per Supreme Court orders) effectively modified limitation calculation.
 3. Increasing judicial emphasis on strict compliance in commercial litigation.
- The law of limitation is procedural but founded on public policy. It:

ALL-IN-ONE : LIMITATION ACT, 1963 (MAINS) PAPERATHON

PART- I : Preliminary (1-2)

Discuss 'Limitation law is not the same thing as law of prescription'.

'परीसीमा कानून, चिरभोग के कानून के समान नहीं है' पर चर्चा करें।

[DJS 1973, DJS 1980]

Ans.

Basis of Distinction	Limitation	Prescription
Governing Law	Limitation Act, 1963	Recognised under the LA, 1963 (especially Sec. 27) and law relating to adverse possession
Nature	Procedural	Substantive
Effect of Expiry of Time	Bars the remedy only	Extinguishes or creates rights
Impact on Right	Right generally remains, only remedy is barred	Original right may be extinguished; new right may arise
Example	Time-barred suit for recovery of money	Adverse possession of immovable property
Court's Duty	Court must dismiss time-barred suit under Section 3	Court recognises title acquired by long, hostile possession
Basis	Lapse of time for filing legal action	Continuous, open and hostile enjoyment or non-enjoyment of right
Objective	Finality of litigation and prevention of stale claims	Stability of possession and recognition of long-standing rights
Supreme Court View	Strictly applied as held in P.K. Ramachandran v. State of Kerala	Doctrine of adverse possession explained in Karnataka Board of Wakf v. Government of India

The doctrines of limitation and prescription are related but conceptually distinct principles in civil law. Both are based on lapse of time, yet their legal consequences are different.

Under the **Limitation Act, 1963**, limitation fixes the time within which a legal proceeding must be instituted. If a suit, appeal or application is filed after the prescribed period, it becomes barred. The general rule is that limitation bars the remedy but does not extinguish the right. Section 3 makes it obligatory for courts to dismiss a time-barred matter even if limitation is not pleaded as a defence. Thus, limitation is primarily procedural in nature and is founded on public policy to ensure finality of litigation and prevent stale claims.

In contrast, prescription relates to acquisition or extinction of rights by lapse of time. It is substantive in nature. Section 27 of the Limitation Act provides that at the determination of the period limited to any person for instituting a suit for possession of immovable property, his right to such property shall be extinguished. This embodies the doctrine of adverse possession, where continuous, open and hostile possession for the statutory period ripens into ownership.

The Supreme Court has clarified the nature of limitation in **P.K. Ramachandran v. State of Kerala**, holding that limitation provisions must be applied with full rigor and courts cannot extend time on equitable grounds. In **Balwant Singh v. Jagdish Singh**, it was observed that "sufficient cause" for condonation must be strictly proved and negligence cannot be excused.

Regarding prescription and adverse possession, in **Karnataka Board of Wakf v. Government of India**, the Court held that adverse possession must be peaceful, open, continuous and hostile, and the burden of proof lies heavily on the person claiming it.

Therefore, limitation law and law of prescription are not the same. Limitation merely bars the remedy after expiry of time, whereas prescription may extinguish one person's right and simultaneously create another's right through long possession. Limitation is procedural; prescription is substantive. Both doctrines are rooted in public policy and aim to ensure certainty, stability and finality in legal relations.

The doctrine of limitation and laches.

Basis of Distinction	Doctrine of Limitation	Doctrine of Laches
Meaning	Bars a legal remedy after expiry of a prescribed statutory period.	Bars relief where there is unreasonable delay causing prejudice to the opposite party.
Nature	Statutory doctrine.	Equitable doctrine.
Source of Law	Limitation Act, 1963	Based on principles of equity; applied mainly under Specific Relief Act, 1963 and Articles 32/226 of the Constitution.
Applicability	Applies to suits, appeals, and applications filed in courts.	Mainly applies to writ petitions and equitable reliefs like injunction.
Time Period	Fixed time period prescribed by statute.	No fixed period; depends on facts and circumstances.

ALL-IN-ONE : LIMITATION ACT, 1963 (MAINS) PAPERATHON

PART- II : Limitation of Suits, Appeals and Applications (3-11)

Discretion of Court	Court must dismiss the case if filed beyond limitation (subject to condonation under Section 5).	Court has discretion to refuse relief if delay is unreasonable.
Condonation of Delay	Possible under statutory provisions (e.g., Section 5 of Limitation Act).	Not about condonation; focus is on conduct and equity.
Effect	Extinguishes the remedy (and sometimes the right, e.g., adverse possession).	Does not extinguish the right, but relief may be denied due to delay.
Basis	Public policy: certainty and finality in litigation.	Equity: "Delay defeats equity."
Illustration	Suit for recovery of money filed after 3 years is barred by limitation.	Person approaches High Court after long unexplained delay; writ may be dismissed due to laches.

Key Distinction in One Line:

- **Limitation** is about expiry of statutory time.
- **Laches** is about unreasonable delay affecting equitable relief.

This distinction is frequently tested in civil law and constitutional remedies and is important for injunction and writ jurisprudence.

PART- II : Limitation of Suits, Appeals and Applications (3-11)

4. Whether the law of limitation can be waived in India?

क्या भारत में परिसीमा के कानून में छूट दी जा सकती है?

[PJS 2006]

Ans. Whether the Law of Limitation Can Be Waived in India?

No. The law of limitation cannot be waived in India.

Legal Position

Under Section 3 of the Limitation Act, 1963, every suit, appeal, or application filed after the prescribed period **shall be dismissed**, even if limitation has not been set up as a defence.

Therefore:

- The court is bound to consider limitation **suo motu**.
- Parties cannot, by agreement or consent, waive the bar of limitation.

Reason

The law of limitation is founded on **public policy**.

Its purpose is to ensure certainty, finality, and prevent stale claims. Since it is not merely a private right of the defendant, it cannot be waived.

Clarification

Although waiver is not permitted:

- Delay may be condoned under statutory provisions such as Section 5 of the Limitation Act, if sufficient cause is shown.
- This is not waiver by parties, but a statutory discretion exercised by the court.

Conclusion

In India, the law of limitation is mandatory and cannot be waived by the parties. If a proceeding is time-barred, the court must dismiss it.

5. Can plea of limitation be waived by a party or ignored by a court?

क्या परिसीमा की याचिका को किसी पक्ष द्वारा अभिव्याजन किया जा सकता है या अदालत द्वारा अनदेखा किया जा सकता है?

[RJS 1988]

Ans. Can Plea of Limitation be Waived by a Party or Ignored by a Court?

The plea of limitation cannot be waived by the parties, nor can it be ignored by the court.

Under Section 3 of the **Limitation Act, 1963**, every suit, appeal or application filed after the prescribed period shall be dismissed, even though limitation has not been set up as a defence. The provision uses mandatory language.

Therefore, the court has a statutory duty to examine limitation suo motu.

Whether Parties Can Waive Limitation

Part - III

Interview Questions Solved



1. What is Section 5 of Limitation Act?

Ans. Any appeal or any application may be admitted after the prescribed period, if the appoint or applicant satisfies the court that he had sufficient cause for not preferring the appeal or making the application with in such period.

2. What is adverse possession?

Ans. It is a legal principle under which a person who does not have legal title to a peace of property acquires legal ownership based on continuous possession or occupation of property without the permission of its legal owner. The said Act provide that to no action shall be brought to recover any land expiration of 12 years from the date on which the right of action accrued to claim. The right of action shall be treated as having accrued on the date of dispossession on discontinuance.

3. Whether limitation act has bar the right of remedy or extinguish the title?

Ans. Sir No. Limitation act only bar the right of remedy. It does neither create any right nor extinguish any right but Section 27 is an exception to above said rule. Section 27 extinguish both remedy and right.

4. What is Section 27?

धारा 27 क्या है ?

Ans. Sir, of a person fails to file suit for recovery of possession, within a period of limitation, his right to recover the possession of that property also extinguished.

5. What is the short title, extent, and commencement of the Limitation Act, 1963?

Ans. It is called the Limitation Act, 1963. It extends to the whole of India except Jammu & Kashmir (at enactment) and came into force on 1st January, 1964.

उत्तर : इसे सीमा अधिनियम, 1963 कहा जाता है। यह पूरे भारत में लागू होता है (प्रारंभ में जम्मू-कश्मीर को छोड़कर) और 1 जनवरी, 1964 से प्रभावी हुआ।

6. What is Section 3 about?

Ans. Section 3 provides that every suit, appeal, or application filed after the prescribed period shall be dismissed, even if limitation is not pleaded.

7. What is Section 4 about?

Ans. Section 4 states that if the prescribed period expires when the court is closed, the suit or application may be filed on the day the court reopens.

7. What is Section 9 about continuous running of time?

Ans. Section 9 states that once time has begun to run, no subsequent disability or inability stops it, except as provided by law.

8. What is Section 10 about suits against trustees?

Ans. Section 10 provides that no limitation applies to suits against trustees for property held in trust.

9. What is Section 12 about exclusion of time in legal proceedings?

Ans. Section 12 excludes the time taken to obtain copies of judgments, decrees, or orders when computing limitation.

10. What is Section 14 about exclusion of time in proceedings bona fide in court without jurisdiction?

Ans. Section 14 excludes time spent in bona fide proceedings in a court without jurisdiction when computing limitation.

11. What is Section 17 about fraud or mistake?

Ans. Section 17 provides that limitation begins when fraud or mistake is discovered.

12. Acquisition of easements by prescription.

Ans. Section 25 provides that easements may be acquired by continuous, uninterrupted use for twenty years (thirty years in case of Government property).

13. Exclusion in favour of reversioner of servient tenement.

Ans. Section 26 provides that the period of limitation for acquiring easements does not run against a reversioner until his interest becomes possessory.

14. Extinguishment of right to property.

Ans. Section 27 states that if a person fails to institute a suit for possession of property within the limitation period, his right to the property itself is extinguished.

15. What is the provision for reservation (savings)?

Ans. Section 29 saves special or local laws prescribing different limitation periods, unless expressly excluded.

16. Provision for suits for which the prescribed period is shorter than the Indian Limitation Act, 1908.

Ans. Section 30 provides that suits for which the limitation period under the 1963 Act is shorter than under the 1908 Act may be filed within the old period or the new period, whichever expires earlier.

17. Provisions as to barred or pending suits.

Ans. Section 31 provides that nothing in the Act revives barred suits, and pending suits continue to be governed by the old law.

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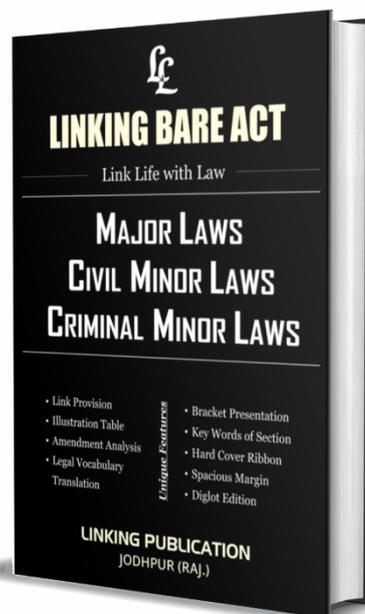
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