

HARYANA CIVIL SERVICES (JUDICIAL BRANCH) MAIN WRITTEN EXAMINATION-2024

CIVIL LAW-I

Time: Three Hours

Maximum Marks: 200

Instructions for candidates:

1. Attempt ALL the questions and in the same order in which they appear in the question paper.
2. Marks for individual questions are indicated against each question.
3. Support all your answers with relevant provisions and case law.
4. No extra answer sheet will be provided.

Q1. a) 'X' being owner of 10 acres of land, entered into an agreement for sale of the same with 'Y' while giving description of specific khasra numbers. Earnest money was paid by 'Y' through bank transaction. However, subsequently, 'X' refused to get the sale deed executed and registered. 'Y' sends a notice to 'X'. 'X' replies that the agreement is unenforceable because the description of land mentioned in the agreement pertains to 09 acres only. Decide the remedies available to 'Y' if, the description in the agreement is qua 09 acres of land. (15 Marks)

b) *Avinash*, with the intention to sell his laptop keeps his status on WhatsApp with the following narrative:

"Refurbished 2 years old HP Pro Notebook, available for sale at Rs. 20,000/- only. Anyone desires to purchase the same can call me and confirm their acceptance by depositing Rs. 2000/- in my Google Pay. My WhatsApp number is my Google Pay number. Offer is valid for next 2 days only."

A) Relying on the above status, *Satyajit* calls *Avinash* and expresses his desire to purchase the same at a given price and promises to deposit Rs. 2000/- in Google Pay, however, he does not deposit the same.

B) Watching the status, *Nishikant* only replies with a Thumb Emoji to the WhatsApp status of *Avinash* and deposits Rs. 1000/- in *Avinash's* account through Google Pay and shares the screenshot immediately with *Avinash*.

In light of the above:

i) Evaluate the validity of acceptance given by *Satyajit*.

ii) Whether Thumb-Up emoji given in reply to the status of *Avinash* be considered as valid acceptance? If so, decide the validity of acceptance given by *Nishikant*. (10 Marks)

c) "Possession is the nine-tenth point of law" is one of the classic jurisprudential principles of property law. This classic principle is found to a greater extent reflected under section 6 of the Specific Relief Act, 1963 dealing with suit by person dispossessed of immovable property. Elucidate. Differentiate between Section 5 and Section 6 of Specific Relief Act. (15 Marks)

Q2. a) Can the Civil court entertain the suit for declaration that a decision given by an authority/tribunal of limited jurisdiction is void and illegal on the ground that no opportunity of hearing was given to the plaintiff though the jurisdiction of the civil court is expressly barred under the relevant statute? Discuss. (10 Marks)

b) *Mr. Arya* enters into a contract with *Ms. Lolitha* who is one of the famous jewelers in making antique jewelry. *Ms. Lolitha* made one designer piece for *Mr. Arya* costing ₹ 1 Crore and

he paid ₹ 50 lakhs as advance for the same. After making the Necklace *Ms. Lolitha* posted the picture in her Facebook account. She received the comments that this is the work for life time and the design is exquisite which would not be made again. Some of her customers offered higher price to purchase it. *Mr. Arya* after looking at the post by *Ms. Lolitha* realized that she was trying to sell the necklace to another person at a higher price. *Mr. Arya* approaches you for legal advice as to what kind of injunction order can he seek. (10 Marks)

c) *Ms. Riya* was looking for purchasing a property in Amritsar. She came across few online real estate platforms. *Mr. Virendra* and *Ms. Riya* connected through one of the online real estate platforms as *Mr. Virendra* wanted to sell his property. They both entered into an agreement for the sale of the property through the online real estate platform. Mails were exchanged between the parties to discuss the terms and conditions of the agreement to sell. On finalising the terms and conditions of the agreement, both the parties digitally signed the agreement with *Ms. Riya* making down payment of ₹ 2 Lakhs into *Mr. Virendra's* bank account. After 3 months *Mr. Virendra* backed out of the deal, claiming he had never agreed to the terms. *Ms. Riya* decided to sue *Mr. Virendra* for breach of contract and sought a specific performance to enforce the agreement. Whether the electronic records are relevant and material to the dispute in question. Discuss the provisions of Section 65A and 65B of the Indian Evidence Act, 1872 in light of the judgements of Supreme Court. (10 Marks)

d) *Ms. Sara* obtains a money decree against *Mr. Hukum* from the court. *Mr. Hukum* fails to pay the decreed amount within the specified period. Subsequently, *Ms. Sara* files an execution petition before the court, seeking to execute the decree by the sale of *Mr. Hukum's* property. However, the said property of *Mr. Hukum* falls within the jurisdiction of another district. In what manner can the decree be executed? (10 Marks)

Q3 a) *Reema* married *Sham* in September 1963. The marriage was dissolved in May 1964 and she remarried in June 1964. A son was born to her during the subsistence of her second marriage in September 1964. It transpired that her second husband had access to her during the subsistence of her first marriage. On the death of *Sham* in 1970, the child laid a claim to his estate. In support, *Reema* deposed that he was begotten from the loins of *Sham*. Evidence was led to prove that the deceased *Sham* treated the child as his son. The other claimants to the estate of the deceased *Sham* put up a defence that the child was from the second husband and relied upon Section 112 of the Indian Evidence Act, 1872. Decide. (10 Marks)

b) Write short notes on:

i) Child witness

ii) Circumstantial evidence

(10 Marks)

c) *Mr. Saloman* purchases 1000 Cement Bags from *Mr. Gangoi*. As per the agreement *Mr. Saloman* has to make the payment on 10th May, 2024 and *Mr. Gangoi* needs to supply the cement bags to *Mr. Saloman* on 11th May, 2024. Considering the distance of the place of delivery *Mr. Gangoi* hands over the Cement bags to *M/s Avani Transportation Services* on 9th May, 2024. On 10th May, 2024 *Mr. Saloman* fails to make the payment. Now *Mr. Gangoi* wants to stop the delivery of cement bags to *Mr. Saloman*. Explain the rights of *Mr. Gangoi* in the light of above facts with relevant judicial pronouncements. (10 Marks)

d) The following are two illustrations necessitating a particular remedy as provided in the Specific Relief Act, 1963. Read the illustrations carefully and answer which specific relief suits the best interest of the aggrieved party. Discuss.

i. *Arvind* is constructing his house. Midway, it is found that the construction is creating obstruction in the passage to his neighbour's house. His neighbour brings this to his attention but *Arvind* does not pay any heed and continues with the construction.

ii. *Dr. Mukesh* who is medical advisor to *Mr. Satish*, threatens to publish certain communications between them showing that *Mr. Satish* has led an immoral life. (10 Marks)

Q4. a) *Amar*, a resident of *Delhi*, allegedly executed a Will at *Delhi*, bequeathing the land situated at *Sonipat* to one of his sons *Jaydeep*. He died leaving behind two sons, *Jaydeep* and *Premdeep*. *Premdeep* wants to institute a suit for declaration that the said Will is bogus and not genuine. *Premdeep* is resident of *Hisar*, *Jaydeep* is resident of *Sirsa*. At what place the suit can be instituted? Explain with relevant provisions of the Code of Civil Procedure, 1908? (10 Marks)

b) Under what circumstances a plaint can be rejected? Whether the grounds for rejection of the plaint enumerated in the Code of Civil Procedure, 1908 are exhaustive? What are the remedies available to the party in the event the plaint is rejected? (10 Marks)

c) Substantive questions of law are required to be framed and answered while deciding Regular Second Appeal. Discuss the same in the light of the provisions of Punjab Courts Act and judgment passed by Hon'ble Supreme Court in *Pankajakshi (Dead) through LRs and others v. Chandrika and others AIR 2016 SC 1213*. (10 Marks)

d) Explain the Rights of a tenant and liabilities of landlord in respect of certain amenities to be provided under Haryana (Urban Control of Rent & Eviction Act), 1973. Support your answer with relevant case law. (10 Marks)

Q5 a) Explain the instances of contracts with respect to online markets. Do you think, the Indian Contract Act, 1872, which is an older legislation is sufficient to govern E-contracts, which are comparatively of modern origin? Substantiate your views. (10 Marks)

b) *Anwar* is a seller of antique leather goods. *Bali* buys a bag for ₹ 3 lakhs based on the poster outside the store that claims "Genuine Leather antiques sold here". *Bali* after purchasing the bag gets it tested by a professional and finds that it is not made of genuine leather. What recourse does *Bali* have under the Indian Contract Act, 1872? (10 Marks)

c) '*Mirchi*' is a partnership firm consisting of *Farfalle*, *Rigoti*, *Fusili* who are running a chain of restaurants exclusively serving South East Asian cuisine (single cuisine only) in a metropolitan city. The partners take pride in their achievements of past 10 years. They want to expand it to other parts of the city. *Rigoti* is tasked with identifying an appropriate place in the New Metropolis area of the city which has recently started bustling with economic activity. Three months later *Farfalle* and *Fusili* get to know from a food blogger that a multi-cuisine restaurant named '*Chilli*' is serving great South East Asian food in the New Metropolis. Upon visiting '*Chilli*', *Farfalle* and *Fusili* are surprised to see *Rigoti*, running the said restaurant. Upon being questioned, *Rigoti* conveniently ignores their questions in respect of '*Chilli*'. *Farfalle* and *Fusili* send a notice to *Rigoti* to cease and desist from operating '*Chilli*' and instead handover '*Chilli*' to them. The notice also mentions that out of their mutual friendship they are ready to

spare *Rigoti* from account of profits earned by him at '*Chilli*', but they just want him to quit the '*Mirchi*' as well. Advise *Rigoti* about his legal remedies. (10 Marks)

d) *Mr. Anand*, in dire need of money owing to medical contingency, offers his newly purchased car to *Mr. Bhasker* at ₹ 20,000/-. The market price of the car is ₹ 4,50,000/-. *Mr. Bhasker* accepts the offer and on the same day, he makes a payment of ₹ 20,000/- to *Mr. Anand* and delivery of the car is given by *Mr. Anand* to *Mr. Bhasker*. One hour after the delivery of the car, one car dealer approaches *Mr. Anand* offering him ₹ 3,00,000/- for the same car. Now *Mr. Anand* is under repentance as he has already sold his car much below the market price, he asks *Mr. Bhasker* to give back his car and also shows his readiness to return the amount of ₹ 20,000/- received by him. *Mr. Bhasker* refuses to do so. Decide the validity of the transaction which took place between *Mr. Anand* and *Mr. Bhasker*. Can *Mr. Bhasker* justify his refusal to give back the car to *Mr. Anand*? (10 Marks)
