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T.B.C: HPJS(P)/2019

TEST BOOKLET SERIES

**TEST BOOKLET
CIVIL LAW-II**



TIME ALLOWED: SIXTY MINUTES

MAXIMUM MARKS: 100

INSTRUCTIONS

1. IMMEDIATELY AFTER THE COMMENCEMENT OF THE EXAMINATION, YOU SHOULD CHECK THAT THIS TEST BOOKLET DOES NOT HAVE ANY UNPRINTED OR TORN OR MISSING PAGE(S) OR ITEM(S), ETC. IF SO, GET IT REPLACED BY A COMPLETE TEST BOOKLET.
2. *Please note that it is the candidate's responsibility to encode and fill in the Roll Number, application No. and Test Booklet Series A, B, C or D carefully and without any omission or discrepancy at the appropriate places in the OMR Answer Sheet. Any omission / discrepancy will render the Answer Sheet liable for rejection.*
3. You have to enter your Roll Number on the Test Booklet in the Box provided alongside. **DO NOT** write anything else on the Test Booklet.
4. This Test Booklet contains 50 items (questions). Each item is printed in English. Each item comprises four responses (answers). You will select the response which you want to mark on the Answer Sheet. In case you feel that there is more than one correct response, mark the response which you consider the best. In any case, choose *ONLY ONE* response for each item.
5. You have to mark all your responses *ONLY* on the separate Answer Sheet provided. See directions in the Answer Sheet.
6. All items carry equal marks.
7. Before you proceed to mark in the Answer Sheet the response to various items in the Test Booklet, you have to fill in some particulars in the Answer Sheet as per instructions.
8. After you have completed filling in all your responses on the Answer Sheet and the examination has concluded, you should hand over to the invigilator *only the Answer Sheet*. You are permitted to take away with you the Test Booklet.
9. Sheet(s) for rough work are appended in the Test Booklet at the end.
10. There will be no penalty for wrong answers marked by the candidate.

DO NOT OPEN THIS TEST BOOKLET UNTIL YOU ARE TOLD TO DO SO

CIVIL LAW-II

TIME ALLOWED: 60 MINUTES

MAXIMUM MARKS: 100

1. With reference to the Limitation Act, Match List I with List II and select the correct answer by using the codes given below the lists:

List I

- a) Extension of prescribed period in certain cases
- b) Effect of Fraud or Mistake
- c) Effect of Acknowledgment in writing
- d) Bar of Limitation

List II

- (i) Section 3
- (ii) Section 5
- (iii) Section 17
- (iv) Section 18

Codes:

- | | a | b | c | d |
|----|------|-------|-------|------|
| A. | (ii) | (iii) | (iv) | (i) |
| B. | (i) | (iii) | (iv) | (ii) |
| C. | (i) | (ii) | (iii) | (iv) |
| D. | (ii) | (iii) | (i) | (iv) |

2. Statement I: Acquisition of easements by prescription has been provided under Section 25 of the limitation Act, 1963 which provides for use of light or air to and for any building without interruption and for 20 years.

Statement II: The right to such access and use of light or air shall be absolute and indefeasible.

Statement III: Each of the said periods of 20 years shall be taken to be a period ending within 3 years before the institution of the suit wherein the claim to which such period relates is contested.

Choose the correct statement:

- (a) Only statements I & II are correct
- (b) Only statements I & III are correct
- (c) Only statements I & II are correct
- (d) Only statements II & IV are correct

3. In case of suits relating to tort of trespass, the period of limitation for filing a suit for compensation is:

- (a) One Year
- (b) Two years
- (c) Three Years
- (d) Twelve years

4. Any suit for which no period of limitation has been prescribed elsewhere in the schedule under the Limitation Act, the limitation period shall be:

- (a) Ninety Days
- (b) Twelve Years
- (c) Thirty Years
- (d) Three Years

5. 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

6. Choose the correct option:
As per Section 3 of the limitation Act, in a suit instituted after the prescribed period of limitation, the plea of limitation may be:
- (a) Waived by the defendant
 - (b) Cannot be ignored and such suit shall be dismissed.
 - (c) Waived by both the parties to the suit with consent
 - (d) Can be ignored by the Court
7. As per Section 14 (1) of the Limitation Act, provides for exclusion of time of proceeding bona fide in court without jurisdiction and as per the Explanation to this section, for the purposes of this section, in excluding the time during which a former civil proceeding was pending,
Choose the correct option:
- (a) the day on which that proceeding was instituted and the day on which it ended shall both be counted
 - (b) Only the day on which that proceeding was instituted and not the day on which it ended shall both be counted
 - (c) Only the day on which it ended shall both be counted and not the day on which that proceeding was instituted
 - (d) Depends on the nature of the suit and facts of the case
8. Statement I: An agreement to which the consent of the promisor is freely given is not void merely because the consideration is inadequate.
Statement II: Inadequacy of the consideration may be taken into account by the court in determining the question whether the consent of the promisor was freely given.
Choose the correct option:
- (a) Only I is true
 - (b) Only II is true
 - (c) Both the statements are true
 - (d) Both the statements are false
9. As per Contract Act, 1872, Match List I with List II and select the correct answer by using the codes given below the lists:
- | <u>List I</u> | <u>List II</u> |
|--------------------|------------------|
| a) Mistake of Law | (i) Section 13 |
| b) Consent | (ii) Section 21 |
| c) Undue Influence | (iii) Section 15 |
| d) Coercion | (iv) Section 16 |
- Codes:
- | | a | b | c | d |
|----|------|-------|-------|-------|
| A. | (i) | (ii) | (iii) | (iv) |
| B. | (i) | (iii) | (iv) | (ii) |
| C. | (iv) | (iii) | (ii) | (i) |
| D. | (ii) | (i) | (iv) | (iii) |
10. Mr X is a dealer in coconut oil only. He agrees to sell to Ms Y 100 Litres of oil. Find out the best correct option out of the following as per the Indian Contract Act, 1872:
- (a) The agreement between X & Y is void for uncertainty as per Section 29

- (b) The agreement between X & Y is valid and not void for uncertainty as per Section 29
- (c) The agreement is voidable since the essential ingredients of a contract are incomplete
- (d) The agreement is not enforceable by law

11. Time of Performance of contract is provided under the following Section under the Indian Contract Act, 1872:

- (a) Section 52 (b) Section 53 (c) Section 54 (d) Section 55

12. With reference to the Contract Act, 1872, Match List I with List II and select the correct answer by using the codes given below the lists:

List I

- a) *Hadley v Bexandale*
- b) *Gajanan Moreshwar v Moreshwar Madan*
- c) *Dunlop Pneumatic Tyre v New Garage & Motor Co. Ltd.*
- d) *Krell v Henry*

List II

- (i) Liquidated Damages
- (ii) Remoteness of Damages
- (iii) Frustration
- (iv) Indemnity

Codes:

- | | a | b | c | d |
|----|-------|------|-------|-------|
| A. | (iii) | (iv) | (ii) | (i) |
| B. | (ii) | (iv) | (i) | (iii) |
| C. | (i) | (ii) | (iii) | (iv) |
| D. | (i) | (iv) | (iii) | (ii) |

13. In case of non- fulfillment of the contractual obligations, only the parties to the contract can sue each other. This statement may be called as:

- (a) Privity of Contract (b) Privity of Consideration
(c) *Quantum Meruit* (d) *Uberrimafides*

14. Ravi's estate is sold for arrears of revenue under the provisions of an Act of the Legislature, under which the defaulter is prohibited from purchasing the estate. Shyam, upon an understanding with Ravi, becomes the purchaser and agrees to convey the estate to Ravi after receiving the purchase price paid from him. Decide:

- (a) The agreement is valid and enforceable as both the consideration and object are lawful
- (b) The agreement is void as it renders the transaction in effect, a purchase by the defaulter and would so defeat the object of the law
- (c) The agreement is immoral and hence, void
- (d) The agreement is voidable at the option of Ravi or Shyam

15. In the Contract Act, 1872, the provision about minor's agreement is provided under the following:

- (a) Section 9 (b) Section 10 (c) Section 11 (d) Section 12

16. Suman owes Rs.50,000 to Pushpa under a contract. It is agreed between Suman, Pushpa and Kusum that Pushpa shall accept Kusum as her debtor, instead of Suman. Find the correct option:
- (a) The old contract between Suman & Kusum comes to an end and a new debt from Kusum to Pushpa is created as per Section 62 of the Contract Act
 - (b) The old contract between Suman & Kusum comes to an end and a new debt from Kusum to Pushpa is created as per Section 65 of the Contract Act
 - (c) There is no consideration and the new contract would be void under the Contract Act
 - (d) The original contract must be performed and such kind of alteration is not provided for under the Contract Act
17. Find the wrong statement with respect to creation of an Agency as per the provisions of the Contract Act:
- (a) Agency can be created by express appointment
 - (b) Sometimes, the agency is created by the conduct of the parties
 - (c) Necessity may create the relationship of agency
 - (d) The subsequent ratification of any unauthorized act can never create relationship of agency
18. Revocation of acceptance under the Contract Act is provided under:
- (a) Section 4
 - (b) Section 5
 - (c) Section 6
 - (d) Section 7
19. With reference to Doctrine of *Lis Pendens*, read the following:
- (i) It refers to Fraudulent transfers
 - (ii) It imposes a prohibition on transfer or otherwise dealing of any property during the pendency of a suit provided the conditions laid down in the section are satisfied
 - (iii) It creates only a right to be enforced to avoid a transfer made *pendent lite*
 - (iv) Such transfers are valid and not voidable.
- Choose the best option:
- (a) (i), (ii) and (iii) are correct.
 - (b) Only (ii) and (iii) are correct.
 - (c) Only (iii) and (iv) are correct
 - (d) (ii), (iii) & (iv) are correct
20. Purushottam transfers property X to Anupam for life and after Anupam's death to Keshav & Vibhor, to be equally divided between them or to the survivors of them. Vibhor dies during the life of Anupam. However, Keshav survives Anupam. After Anupam's death, decide about the property with reference to the Transfer of Property Act:
- (a) The property X would pass to Keshav as per Section 24
 - (b) The transfer is invalid as per Section 10 since it cannot be divided as provided in the original alienation

- (c) The disposition of property X cannot take place as per Section 28
- (d) The disposition of property X can take place as per Sections 10 & 28

21. Match List I with List II and select the correct answer by using the codes given below the lists:

List I

- a) Condition restraining alienation
- b) Agreement to sell
- c) Sale
- d) Fraudulent Transfer

List II

- (i) Right in rem
- (ii) Section 10
- (iii) Right in personam
- (iv) Section 53

Codes:

- | | a | b | c | d |
|----|-------|-------|------|------|
| A. | (iii) | (iv) | (ii) | (i) |
| B. | (i) | (iii) | (iv) | (ii) |
| C. | (ii) | (iii) | (i) | (iv) |
| D. | (iv) | (iii) | (i) | (ii) |

22. With reference to Transfer of Property Act, *Ram Baran v Ram Mohit AIR 1967 SC 747* is a case for:

- (a) Nemo dat quod non habet
- (b) Rule against Perpetuity
- (c) Election
- (d) Easements

23. Section 6 of Transfer of Property Act provides that property of any kind may be transferred except the following:

- i) A mere right to sue
- ii) A public office or salary of a public officer
- iii) The chance of an heir-apparent succeeding to an estate
- iv) An easement apart from the dominant heritage

Choose the correct combination:

- (a) Only (i), (ii) and (iii) cannot be transferred
- (b) Only (ii) (iii) and (iv) cannot be transferred
- (c) All of (i), (ii), (iii) and (iv) can be transferred
- (d) None of the above can be transferred.

24. In Transfer of Property Act Conditional Transfer is provided under the following section:

- (a) Section 25
- (b) Section 27
- (c) Section 23
- (d) Section 26

25. In a Mortgage under Transfer of Property Act, the mortgagor delivers possession of the mortgaged property to the mortgagee and authorizes him to retain such possession until payment of the mortgage money, and to receive the rents and profits accruing from the property. Identify the type of the mortgage:

- (a) Usufructuary Mortgage
- (b) English Mortgage
- (c) Mortgage by conditional sale
- (d) Simple Mortgage

26. Where, on a transfer of property, an interest therein is created in favour of a person without specifying the time when it is to take effect, or in terms specifying that it is to take effect forthwith or on the happening of an event which must happen, such interest is:
- (a) Contingent Interest (b) Vested Interest
(c) Perfect Interest (d) Agreement to sell
27. Match the Columns:
- | <u>Column I</u> | <u>Column II</u> |
|----------------------------|-------------------|
| a) Definition of Lease | (i) Section 122 |
| b) Duration of Leases | (ii) Section 106 |
| c) Determination of Leases | (iii) Section 111 |
| d) Definition of Gift | (iv) Section 105 |
- Choose the correct combination:
- | | a | b | c | d |
|----|-------|-------|-------|------|
| A. | (iii) | (iv) | (ii) | (i) |
| B. | (i) | (iii) | (iv) | (ii) |
| C. | (ii) | (iii) | (i) | (iv) |
| D. | (iv) | (ii) | (iii) | (i) |
28. Where a gift consists of the donor's whole property, the donee is personally liable for all the debts due by the donor at the time of the gift to the extent of the property comprised therein. It may be described as:
- (a) Onerous Gift (b) Exchange
(c) Universal Donee (d) Transfer of actionable claim
29. The period of Limitation to recover possession of immovable property mortgaged and afterwards transferred by the mortgagee for a valuable consideration is:
- (a) Twelve Years (b) Thirty Years (c) Three Years (d) One Year
30. 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
31. The increase in standard rent under HP Urban Rent Control Act (HPURCA), 1987 shall be automatic and if there is any dispute between the landlord and the tenant in regard to any increase or decrease in rent under this section, such dispute shall be decided by the Controller. This has been provided under:
- (a) Section 5 (1) (b) Section 6 (1) (c) Section 5 (3) (d) Section 6 (3)

32. The 'appointed day' as per the definition provided in the HP Urban Rent Control Act, 1987, means and refers to:
- (a) August 18, 1987 (b) November 17, 1971
(c) October 20, 1987 (d) February 28, 2012

33. The order of succession in the event of death of the person continuing in possession after the termination of his tenancy shall be his:
- (a) Son / daughter / both (b) Spouse
(c) Parents (d) Daughter-in-law

Choose the correct order:

- (a) a, c, b, d
(b) a, c, d, b
(c) b, a, c, d
(d) b, a, d, c
34. With reference to the HP Urban Rent Control Act, Match List I with List II and select the correct answer by using the codes given below the lists:

List I

List II

- | | |
|---|------------------|
| a) Deposit of rent by the tenant | (i) Section 21 |
| b) Fine / premium not to be charged for grant, renewal, or continuance of tenancy | (ii) Section 13 |
| c) Cutting off or withholding essential supply or service | (iii) Section 11 |
| d) Landlord's duty to keep the building or rented land in good repairs | (iv) Section 8 |

Codes:

- | | a | b | c | d |
|----|-------|-------|-------|------|
| A. | (iii) | (iv) | (ii) | (i) |
| B. | (i) | (iii) | (iv) | (ii) |
| C. | (i) | (ii) | (iii) | (iv) |
| D. | (i) | (iv) | (iii) | (ii) |

35. As per proviso to Section 7 HP Urban Rent Control Act, any agreement for the payment of any sum in addition to rent in excess of such standard rent, shall:
- (a) Be binding on both the parties
(b) not exceed the prescribed threshold
(c) depend on the terms of the agreement since it's a private affair between the parties
(d) Be null and void

36. Under HP Urban Rent Control Act, 1987, the controller shall fix the standard rent at _____% of the aggregate cost of construction and the market price of the land comprised in the premises on the date of commencement of the construction whole in case of non-residential building _____ %.
- (a) 5 & 10 (b) 10 & 15 (c) 5 & 15 (d) 10 & 20

Statement II: One was the wife or husband of a lineal ascendant or descendant of the other.

Statement III: Relationship includes illegitimate as well as legitimate blood relationship.

Choose the correct option:

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

43. Under Hindu Adoption and Maintenance Act, 1956, If the adoption is to be taken by a female and the person to be adopted is a male, the adoptive mother should be at least ____ years older than the person to be adopted:

- (a) 18 (b) 19 (c) 20 (d) 21

44. As per Definition clause in the Hindu Succession Act, 1956, One person is said to be an “agnate” of another if the two are related by:

- (a) Blood or adoption but not wholly through males.
(b) Blood or adoption but wholly through males.
(c) Half Blood only
(d) Full Blood only

45. *The Committee that evolved a Uniform Code of Hindu Law was presided over by:*

- (a) *N Gopalaswamy Ayyangar* (b) *Dr B R Ambedkar*
(c) *N Madhava Rau* (d) *Sir Benegal Narsing Rau*

46. Match List I and List II as per the provisions of maintenance under HAMA, 1956, and select the correct answer by using the codes given below the lists:

List I

- a) Wife
b) Widowed Daughter-in-Law
c) Children and aged parents
d) Dependents

List II

- (i) Section 20
(ii) Section 18
(iii) Section 19
(iv) Section 22

Codes:

- | | a | b | c | d |
|----|-------|-------|-------|------|
| A. | (ii) | (iii) | (i) | (iv) |
| B. | (iv) | (iii) | (ii) | (i) |
| C. | (iii) | (ii) | (i) | (iv) |
| D. | (i) | (ii) | (iii) | (iv) |

47. With reference to Hindu Adoptions and Maintenance Act, 1956, Choose the correct option about valid adoption:

- (a) Once made it can be cancelled by mutual agreement between them
(b) It can never be cancelled by the adoptive father or mother or any other person but the adopted child can renounce his or her status as such and return to family of his birth

- (c) It can never be cancelled by the adoptive father or mother or any other person nor can the adopted child renounce his or her status as such and return to family of his birth
- (d) It would depend upon the facts and circumstances of the case
48. Welfare of minor to be paramount consideration has been provided in:
- (a) Section 13 of the Hindu Minority and Guardianship Act, 1956
- (b) Section 6 of the Hindu Marriage Act, 1955
- (c) Section 6 of the Hindu Adoptions and Maintenance Act, 1956
- (d) Section 6 of the Hindu Minority and Guardianship Act, 1956
49. Under Hindu Law, *Geeta Jagdish Mangtany v Jagdish Mangtani AIR 2005 SC 3508* is a case of:
- (a) Desertion (b) Maintenance (c) Adultery (d) Insanity
50. *Smt. Seema v Ashwani Kumar AIR 2006 SC 1158*, the following issue has been discussed by the SC:
- (a) Judicial Separation (b) Saptapadi in Hindu Marriage
- (c) Registration of Marriages (d) Maintenance

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