

DELHI HIGHER JUDICIAL
SERVICE 2017 PRE

1. National Film Award for best feature film in 2018 was awarded to:

- (1) Mom
- (2) Village Rockstars
- (3) Newton
- (4) Bahubali 2

2. Present Prime Minister of Nepal is:

- (1) Khadga Prasad Oli
- (2) Pushpa Kamal Dahal
- (3) Bishweshwar Prasad Koirala
- (4) Sushil Koirala

3. Cauvery river originates in:

- (1) Kerala
- (2) Tamil Nadu
- (3) Karnataka
- (4) Puducherry

4. In April, 2018, the leaders of North and South Korea Kim Jong-un and Moon Jae-in held a meeting in:

- (1) Panmunjom
- (2) Wonsan
- (3) Hamhung
- (4) Kaesong

5. Which former Malaysian Prime Minister was recently barred from leaving Malaysia?

- (1) Najib Razak
- (2) Mahathir Bin Mohammad
- (3) Hussein Onn
- (4) Abdullah Ahmad Badawi

From Student to Lawyer to Judge

6. Which one of the following will soon come out with development agenda for "A New India by 2022"?

- (1) SEBI
- (2) Niti Aayog
- (3) Reserve Bank of India
- (4) NABARD'

7. The present Lok Sabha is the:

- (1) 13th Lok Sabha
- (2) 14th Lok Sabha
- (3) 15th Lok Sabha
- (4) 16th Lok Sabha

8. New York's Attorney General who resigned in 2018 after allegations of sexual abuse against him:

- (1) Eric Schneiderman
- (2) Jeff Sessions
- (3) Harvey Weinstein
- (4) Alberto R. Gonzales

9. The "Precautionary Principle" relates to:

- (1) Motor Accident Claims
- (2) Criminal Law
- (3) Environmental Law
- (4) Copyright Law

10. In how many languages is the denomination written on an Indian currency note?

- (1) 10
- (2) 9
- (3) 17
- (4) 12

11. In 1885, the first session of the Indian National Congress was held in:

- (1) Ahmedabad

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- (2) Calcutta (now named Kolkata)
- (3) Bombay (now named Mumbai)
- (4) Delhi

12. Which among the following was the brain behind the 'Chittagong Armoury Raid' in 1930?

- (1) Lala Hardayal
- (2) Subhash Chandra Bose
- (3) Surya Sen
- (4) Chandra Shekhar Azad

13. Which supersonic cruise missile did India successfully test fire at Pokhran in March, 2018?

- (1) SHAURYA
- (2) BRAHMOS
- (3) AGNI
- (4) K-4

14. Which of the following is not a member of the Association of Southeast Asian Nations (ASEAN)?

- (1) Myanmar
- (2) Sri Lanka
- (3) Singapore
- (4) Brunei

15. What is the present sanctioned strength of Judges (including the Chief Justice) in the Supreme Court of India?

- (1). 31
- (2) 33
- (3) 35
- (4) 37

16. The International Day of Persons with Disabilities is celebrated on:

- (1) 3rd December.
- (2) 8th March.
- (3) 13th November.

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(4) 1st June.

17. Usury laws are:

- (1) Statutes that prohibit wagering.
- (2) Statutes that prohibit finance charges above a certain level of debt.
- (3) Statutes that prohibit illegal use of land.
- (4) Statutes that prohibit illegal use of public money.

18. Match the two columns

A. Neeru Chadha	I. First female to join the Indian Foreign Service
B. C.B Muthamma	II. President UN General Assembly
C. Sarojini Naidu	III. Judge, International Tribunal for the Law of the Sea
D. Vijay Lakshmi Pandit	IV. First female to become governor of an Indian

- (1) A III; B I; C IV; D II
- (2) A IV; B I; C III ;; D II
- (3) A III; B IV; C I; D II
- (4) A IV; B III; C I; D II

19. "Aglet" means:

- (1) Metal or plastic tube fixed tightly round each end of a shoelace.
- (2) Ankle support.
- (3) Baby bird.
- (4) The blunt edge of a knife.

20. A word which is wrongly used, in a sentence, is known as:

- (1) An anachronism
- (2) A spoonerism
- (3) A palindrome
- (4) A malapropism

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21. "Philtrum" means:

- (1) The vertical groove between the base of the nose and the border of the upper lip
- (2) Fulcrum
- (3) The base of the filter
- (4) Chin cleft

22. The wages of sin is death. Five thousand rupees is not a bad salary. The two sentences above can be correctly written as:

- (1) With no change.
- (2) The wages of sin are death. Five thousand rupees is not bad salary.
- (3) The wages of sin is death. Five thousand rupees are not bad salary.
- (4) The wages of sin are death. Five thousand rupees are not bad salary.

23. The war caused both death and destruction, and generations of hatred between the two communities. Without changing the meaning, the above sentence can be transformed as:

- (1) The war had caused both death and destruction as there was generations of hatred between the two communities.
- (2) The war would have caused death, destruction and generations of hatred between two communities.
- (3) The war not only caused both death and destruction but also generations of hatred between the two communities.
- (4) The war was the cause of death, destruction and generations of hatred between the two communities.

24. They sat _____ him. _____ being fined, they were imprisoned. Her answer is _____ the point.

The correct prepositions to be filled in the above sentences in order are:

- (1) Beside, besides, beside
- (2) Beside, besides, besides
- (3) Besides, beside, beside
- (4) Beside, beside, besides

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25. Science has lost its capacity to enlighten ordinary citizens as it has become so intricate and esoteric that only the masters of sub-specialisms of specialisms within scientific disciplines can follow selected pathways through science's knowledge-mazes.

Which of the following best expresses the essence of the above sentence?

- (1) Science is a subject difficult to understand.
- (2) Specializations in Science have made it abstruse.
- (3) Science is full of knowledge-mazes.
- (4) Specializations in Science have made it unfathomable for the common people.

26. The 'feminization' of teaching and nursing had occurred because such work was seen as an extension of the nurturing work that women do within home.

Which of the following best describes this statement?

- (1) An analysis of women's majority in teaching and nursing.
- (2) A description of teaching and nursing profession.
- (3) A compliment to women as nurturers.
- (4) An ironical take on teaching and nursing.

Read the following passage and answer questions from 27 to 31:

"They had been camping in this part of Africa, undergoing exercises to 'familiarize' themselves with the African war in grassland and small dense forests where the rule was 'fire first and apologize afterwards'. In this land of swamps, they lived among large mosquitoes that outnumbered them by a million to one. There were deaths from malaria. The condition of the white troops was worse, because they fell victim not just to malaria but to diarrhea and skin diseases as well. Many died without firing a shot."

27. 'Swamp' means:

- (1) Forests
- (2) Marshes
- (3) Hilly regions
- (4) Rivers.

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28. They need to 'familiarize' themselves because:

- (1) Africa is a difficult terrain
- (2) There are many forests in Africa
- (3) They have to kill mosquitoes
- (4) They are not used to the terrain

29. "Fire first and apologize afterwards" indicates:

- (1) They don't care for consequences
- (2) Their lives would be in danger if they did not fire
- (3) They are unapologetic
- (4) They have to learn to apologize.

30. How did many die without firing a shot?

- (1) They were killed by diseases
- (2) They were killed by their enemies
- (3) They died because of tough terrain
- (4) Mosquitoes killed them

31. "Exercises" implies

- (1) Sports
- (2) Running
- (3) Military exercises
- (4) Fitness training

Read the following passage and answer questions from 32 to 36

"At the end of the twentieth century we are living in a world saturated with music. Sounds accompany us everywhere, and particularly when we are waiting in closed spaces - whether on telephone, on an aircraft or at the hairdresser's. The consumer society seems to consider silence a crime. So music has nothing to fear in the twenty-first century. Admittedly it will sound quite different by comparison with the twentieth century. Present day world has already been fundamentally revolutionized by electronics, which means that it is already largely independent of the inventive talent and technical skill of the artistic individual."

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32. "Revolutionized" means:

- (1) Made independent
- (2) Made more interesting
- (3) Radically changed
- (4) Used for revolution

33. According to the author, music in the twenty-first century:

- (1) Is more blaring
- (2) Is not pleasant
- (3) Has become more popular
- (4) Is more electronic and less dependent on individual talent

34. "The consumer society seems to consider silence a crime" is:

- (1) Irony
- (2) Insulting comment
- (3) Angry reaction
- (4) Satiric comment

35. The twenty-first century society is characterized as:

- (1) More interested in music
- (2) Revolutionary
- (3) Consumerist
- (4) Closed

36. "Inventive" means:

- (1) Angry person
- (2) A person who makes inventories
- (3) Artist
- (4) Creative

37. 'B' is a person of unsound mind. 'A' hands over a petrol-soaked piece of cloth afire to him and instigates him to throw it into the car of 'C'. 'B' complies and as a result the car is destroyed in fire. 'A' and 'B' are prosecuted on the charge for offence of mischief. Here:

- (1) Both 'A' and 'B' are guilty because the acts committed show they had agreed to an illegal act.

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- (2) Only 'B' is guilty because 'A' had not set the car on fire.
- (3) Only 'A' is guilty because he instigated 'B' to commit the act.
- (4) Both are not guilty because 'B' did not have the mens rea and 'A' is not responsible for actus reus.

38. 'A' has engaged the services of 'B', a financial planner, to make investments on his behalf. 'A' remits Rs.10 lakhs to 'B' asking him to purchase stocks in company 'X'. 'B' finding investment in company 'Y' to be possibly more lucrative invests the money in purchasing its shares. Company 'Y' goes into liquidation resulting in losses. Here:

- (1) 'B' is guilty of criminal breach of trust.
- (2) 'B' is guilty of dishonest misappropriation.
- (3) 'B' is guilty of cheating.
- (4) 'B' has not committed any offence.

39. During investigation by a police officer under directions of the Magistrate on complaint of 'A' alleging criminal misappropriation of his diamond ring by 'B', 'A' produces an invoice evidencing his title to the property. The invoice is found during investigation to be fabricated. On closure report, the Magistrate took cognizance and summoned 'A' to face trial on the charge of fabricating false evidence. The contentions of 'A' are:

- (a) The document (invoice) was not given in a judicial proceeding.
- (b) The police officer has not made a complaint.

Here:

- (1) Both (a) and (b) are correct.
- (2) Only (a) is correct.
- (3) Only (b) is correct.
- (4) Both (a) and (b) are incorrect.

40. 'A' was working in an institution. He withdrew certain amount of money with the permission of the head of the department for disbursing it amongst other employees. However, he took the money home and used it for his urgent need. A month later he brought the same amount from his home and disbursed it amongst the right full recipients. He has committed:

- (1) No offence
- (2) Offence of theft

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- (3) Offence of criminal breach of trust
- (4) Offence of criminal misappropriation of property

41. Which one of the following propositions is not correct?

- (1) Section 34 IPC deals with similar intention.
- (2) A common object is different from a common intention in that it does not require prior concert.
- (3) Both Section 34 IPC and Section 149 IPC create offences.
- (4) In Section 34 IPC there must be more than one person while in Section 149 IPC there must be five or more than five persons.

42. In P. Rathinam v. Union of India (1994) 3 SCC 394 the Supreme Court held Section 309 IPC as unconstitutional. Was this judgment overruled and if so in which case?

- (1) Yes, Smt Gian Kaur v. State of Punjab (1996) 2 SCC 648.
- (2) Yes, Sachidanand Singh v. State of Bihar (1998) 2 SCC 493
- (3) Yes, Sucha Singh v. State of Punjab (2003) 7 SCC 643
- (4) No, it was not overruled.

43. The word "injury" under the Indian Penal Code denotes:

- (1) Only physical injury
- (2) Only physical and mental injury
- (3) Only harm to body and property
- (4) Harm to body, mind, reputation or property

44. Which of the following does not constitute secondary evidence?

- (1) A photograph of the original document taken on a smart phone.
- (2) A copy compared with the original document made by a copying machine.
- (3) A copy transcribed from a copy, not compared with the original
- (4) Oral evidence regarding the contents of a document, by a person who has seen the original document.

45. Match the columns

A. Theft	I. Deception
B. Criminal misappropriation of property	II. Only movable property
C. Criminal Breach of trust	III. Taking without consent
D. Cheating	IV. Entrustment of property

- (1) A II; B III; C I; D IV
- (2) A III; B II; C I; D IV
- (3) A III; B II; C IV; D I
- (4) A I; B II; C IV; D III

46. Fill in the blank: "When the question is whether a man is alive or dead, and it is shown that he was alive within_____ the burden of proving that he is dead is on the person who affirms it."

- (1) 3 years.
- (2) 7 years.
- (3) 20 years.
- (4) 30 years.

47. "Fact" under Section 3 of the Indian Evidence Act means:

- (1) The truth as proved in the court of law with the help of witnesses.
- (2) Facts as narrated by the client to the lawyer.
- (3) Belief of a person in the existence of certain things.
- (4) Any thing, state of things, or relation of things, capable of being perceived by the senses.

48. Match the two columns:

A. Rebuttable presumption	I. Court shall not permit evidence to the contrary
B. Irrebuttable presumption	II. Court may presume a fact unless it is disproved
C. Conclusive proof	III. Court shall presume a fact unless it is disproved
D. Proved	IV. Court believes it to exist or considers its existence probable

- (1) A I; B II; C III; D IV
- (2) A II; B III; C I; D IV
- (3) A IV; B III; C I; D II
- (4) A II; B IV; C I; D III

49. A Will can be proved by at least one attesting witness being examined. Therefore where both the attesting witnesses have died, the Will cannot be proved. Is this statement correct?

- (1) Yes, as this is the only way to prove the Will.

(2) No, both the attesting witnesses must depose.

(3) No, it is not necessary to produce attesting witnesses when the Will is registered.

(4) No, the signatures of the attesting witnesses and the executant can be identified by the person acquainted with signatures of the attesting witnesses and the executant.

50. In a suit for partition, a Memorandum of Family Settlement is filed and on this basis the partition suit is decreed, but even after disposal of the suit the original Memorandum of Family Settlement remains in the file of the partition suit, then in such situation whether in a suit for eviction by one of the original co-owner of a tenant of a shop of the joint property which has fallen to the share of that co-owner as per the decree passed on the Memorandum of Family Settlement, can the certified copy of the Memorandum of Family Settlement be filed and proved as a public document in the suit against the tenant?

(1) No, it cannot be because the original Memorandum of Family Settlement document which exists in the suit for partition which is disposed of, is a private document and not public document under Section 74 of the Evidence Act.

(2) Yes, if a certified copy is obtained of the Memorandum of Family Settlement, and filed in the suit against the tenant, as the certified copy being issued by a court, is a public document.

(3) Yes, certified copy obtained from a court of the Memorandum of Family Settlement will be a public document provided that the suit was filed and disposed of by a High Court and not the District Court.

(4) Yes, provided the certified copy of the Memorandum of Family Settlement is sought to be proved by the executants of the memorandum of settlement.

51. A power of attorney is presumed to be correct:

(1) If it is attested by the Oath Commissioner.

(2) If it is executed before and authenticated by a Notary Public.

(3) If it is attested by two witnesses.

(4) If it is registered.

52. A written contract is proved as per Section 91 of the Indian Evidence Act. Can the terms thereof be proved to have been altered by a contemporaneous oral agreement by a third party to the written contract?

(1) Terms of a written contract can never be varied.

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(2) The oral agreement can be proved to vary the terms of the written contract only if the original written contract is lost or destroyed.

(3) The terms of the written contract are only binding between the parties to the document but a third party to the written contract can always show contemporaneous oral agreement to vary the terms of the written contract.

(4) A third party cannot lead evidence to vary the terms of a written contract as he was not a party to the contract.

53. 'A' is arrested and detained in custody in a case of murder. The investigating police officer within 24 hours produces the accused before a Metropolitan Magistrate who has no jurisdiction to try the case, seeking police custody as investigation is not complete. The Metropolitan Magistrate has the power and jurisdiction to:

(1) Grant police custody only for two days.

(2) Grant police custody for fifteen days.

(3) Discharge the accused.

(4) Refuse to entertain the application as he has no jurisdiction to try the case.

54. Recording of pre-summoning evidence by the Metropolitan Magistrate in a case alleging cheating may be dispensed with under Section 200 Cr.P.C in which one of the following cases:

(1) The complaint is made in the form of an affidavit.

(2) The complaint is made by a pardanashin lady.

(3) The Metropolitan Magistrate is of the opinion that the ends of justice require so.

(4) The complaint is made by a public servant in writing and while acting in discharge of his official duty.

55. In which one of the following cases did the Supreme Court lay down detailed guidelines with regard to. the use of Section 451 Cr.P.C (order for custody and disposal of property pending trial in certain cases):

(1) Manjit Singh v. State of Rajasthan (2012) 12 SCC 223.

(2) Sunderbhai Ambalal Desai v. State of Gujarat (2002) 10 SCC 283.

(3) State of West Bengal v. Kailash Chander Pandey (2004) 12 SCC 29.

(4) Kailash Chander Asthana v. State of UP (1988) 3 SCC 600.

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56. Autre Fois Acquit principle is related to

- (1) Retrospective operation
- (2) Double jeopardy
- (3) Ex-post facto law
- (4) Self-incrimination

57. Match the two columns:

A. Section 357 Cr.PC	I. Victim Compensation Scheme
B. Section 357A Cr.PC	II. Treatment of Victims
C. Section 357B Cr.PC	III. Compensation may be ordered by the Court to be paid from fine or otherwise
D. Section 357C Cr.PC	IV. Compensation to be in addition to fine

- (1) A III; B II; C IV; D I
- (2) A II; B I; C IV; D III,
- (3) A III; B I; C IV; D II
- (4) A II; B III; C IV; D I

58. In which of the following circumstances inquest of the dead body by the Magistrate is compulsory?

- (1) Murder of a child of 17 years.
- (2) Unnatural death of a woman within seven years of her marriage.
- (3) Death of a married woman in all cases.
- (4) Where an old man dies of cancer.

59. What is the duration of sentence of life imprisonment?

- (1) Imprisonment till death
- (2) Maximum 14 years
- (3) Maximum 20 years
- (4) Depends on conduct of the accused.

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60. In a summons-case instituted otherwise than upon a complaint where the Metropolitan Magistrate stops the proceedings under Section 258 Cr.P.C after the evidence of principal witnesses has been recorded, he may:

- (1) Release the accused and such release shall have the effect of discharge.
- (2) Pronounce a judgment of acquittal.
- (3) Either discharge or acquit the accused.
- (4) Discharge the accused only on the request of the accused or his counsel.

61. An accused can be examined as a witness for the defence and give evidence in a trial under Section 315 Cr.P.C only where:

- (1) The accused makes an oral request that he be examined as a witness.
- (2) Both the accused and his counsel make an oral request that the accused be examined as a witness.
- (3) The accused himself makes a written request that he be examined as a witness.
- (4) When the court feels that there is substantial evidence against the accused and therefore the accused must lead evidence.

62. Which of the propositions is not correct with regard to the period of limitation specified in Section 468 Cr.P.C for taking cognizance?

- (1) The period of limitation is six months for offences punishable with fine only.
- (2) The period of limitation is one year for offences punishable with imprisonment for a term not exceeding one year.
- (3) The period of limitation shall be three years if the offence is punishable with imprisonment for a term exceeding three years.
- (4) The period of limitation in relation to offences tried together is determined with reference to the offence which is punishable with the most severe punishment.

63. Which of the following acts done by the Metropolitan Magistrate while not being empowered by law, is not' an irregularity vitiating the proceedings under Section 461 Cr.P.C?

- (1) Tries an offence summarily
- (2) Tries an offender
- (3) Demands security for good behavior
- (4) Pardons the offender.

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64. The term "Hindu" under the Hindu Succession Act, 1956 does not include which of the following:

- (1) Sikhs
- (2) Lingayat
- (3) Parsis
- (4) Virashaiva

65. Which one of the following is not a Class II heir as per the Schedule to the Hindu Succession Act, 1956?

- (1) Daughter's son's son.
- (2) Daughter's son's daughter.
- (3) Father's father.
- (4) Daughter's daughters son.

66. A Will is proved by filing and proving the original Will. There are however exceptions to this rule. Which of the following exception is correct?

- (1) If the original Will is destroyed by the testator then a certified copy of the registered Will can be produced and proved.
- (2) Where the Will has been torn by the testator but before tearing the Will, he has given a copy of the Will to each of the beneficiaries and one of the beneficiaries produces the said copy.
- (3) If the original Will is lost by accident after death of the testator and copy is produced by one of the beneficiaries.
- (4) If the original Will was revoked but was on a non-judicial stamp paper and signed by two witnesses, then anyone of the said two witnesses can produce and prove a photocopy of the Will.

67. Probate of a Will is compulsory in Delhi:

- (1) If the Will is executed in Delhi for immovable properties situated outside Mumbai or Kolkata or Chennai.
- (2) If the Will is executed in Delhi and properties are located in National Capital Region of Delhi.
- (3) If the Will is executed in Delhi and the Will appoints an executor under Section 222 of the Indian Succession Act.
- (4) Is not a correct statement.

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68. An ex parte Letters of Administration granted with respect to a Will can be revoked:

- (1) Only under Section 263 of the Indian Succession Act.
- (2) Can never be revoked.
- (3) Only when conditions of Order IX Rule 13 CPC are satisfied, because Section 263 of the Indian Succession Act does not apply.
- (4) None of the above.

69. Probate or Letters of Administration granted by the District Judge in one State will have operation throughout the country with respect to all properties wherever situated.

- (1) Yes, provided the judgment of the District Judge is upheld by the High Court in an appeal.
- (2) Yes, if the value of the properties/estate outside the territorial jurisdiction of the District Judge do not exceed a sum of Rs. 2 crores.
- (3) Yes, if the value of the properties outside the territorial jurisdiction of the District Judge granting probate do not exceed a sum of Rs. 10,000.
- (4) Yes, provided there is a notification by the Central Government that the judgment of the District Judge will apply throughout the territories of India.

70. Match the two columns:

A. Ceremonies for a Hindu Marriage	Section 11, The Hindu Marriage Act
B. Sapinda Relationship	Section 7, The Hindu Marriage Act
C. Void Marriage	Section 12, The Hindu Marriage Act
D. Voidable marriage	Section 5, The Hindu Marriage Act

- (1) A IV; B III; C II; D I
- (2) A II; B IV; C I; D III;
- (3) A I; B IV; C II; D III
- (4) A III; B II; C IV; D I

71. Where the wife files a petition for restitution of conjugal rights under Section 9 of the Hindu Marriage Act, 1955 on whom lies the burden of proving "reasonable excuse for withdrawal from the society"?

- (1) Petitioner wife.
- (2) Respondent husband.
- (3) Family members of the wife.
- (4) Family members of the husband.

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72. Match the names of the cases with the core issue:

A. Githa Hariharan & Anr. v. Reserve Bank of India & Anr., AIR 1999 SC 1149	I. Conversion for Marriage
B. Smt. Sarla Mudgal, President, Kalyan & Ors. v. Union of India & Ors., AIR 1995 SC1531	II. Maintenance
C. Hiral P. Harsora & Ors. v. Kusum Narottamdas Harsora & Ors., AIR 2016 SC 4774	III. Guardianship
D. Danial Latifi & Anr. v. Union of India, AIR 2001 SC 3958	IV. Domestic Violence

(1) A II; B III; C IV; D I

(2) A II; B I; C III; D IV

(3) A I; B II; C III; D IV

(4) A III; B I; C IV; D II

73. In divorce proceedings, a decree for judicial separation by way of alternate relief under S. 13A of the Hindu Marriage Act, 1955 cannot be passed where the relief sought is under:

(1) Section 13 (1) (ia) of the Hindu Marriage Act, 1955 (cruelty).

(2) Section 13 (1) (ii) of the Hindu Marriage Act, 1955 (conversion to another religion).

(3) Section 13 (1) (ib) of the Hindu Marriage Act, 1955 (desertion).

(4) Section 13 (2) (ii) of the Hindu Marriage Act, 1955 (husband guilty of rape, sodomy or bestiality).

74. The Hindu Marriage Act, 1955 is applicable to:

(1) 'A' a Jain and 'B' a Buddhist, both having domicile in Sikkim and working in United Kingdom.

(2) 'C' a Sikh and 'D' a Hindu, both having domicile in United Kingdom and working in Sri Lanka.

(3) 'G' and 'H' both Hindus, having domicile in Bhutan and working in the United Kingdom.

(4) All the above

75. Which of the following is included within the degrees of Prohibited Relationship under the Hindu Marriage Act?

(1) Lineal ascendant of the other.

(2) Wife or husband of lineal ascendant or descendant of the other.

(3) Children of two sisters.

(4) All the above.

76. "No tax without authority of law" is a principle embedded in which Article of the Constitution of India?

(1) Article 226

(2) Article 32

(3) Article 245

(4) Article 265

77. Is a writ petition maintainable against an order passed by the Supreme Court on the judicial side? If so, under which Article of the Constitution of India?

(1) Yes, under Article 32.

(2) Yes, under Article 226.

(3) Yes, under Article 32 as well as Article 226.

(4) No, the writ petition is not maintainable.

78. A foreigner applied for a job with a State enterprise, her application was rejected summarily on the ground of religion and place of birth, despite the fact that advertisement had no such criteria stipulated therein. Which Article of the Constitution of India can she take recourse to?

(1) Article 15, which prohibits discrimination, inter alia, on the ground of religion and/or place of birth.

(2) Article 16, which allows equality of opportunity in matters of public employment.

(3) Article 14, which guarantees equality before law.

(4) None of the above.

79. Parliament in exercise of power under Article 368 makes a law which does away with the fundamental right conferred under Article 15 of the Constitution of India. The Executive seeks to defend the challenge instituted in court based on clause (4) of Article 368, which prohibits such action being questioned in court on any ground. Can the challenge in Court be sustained?

(1) No, the challenge if made in a court action cannot be sustained.

(2) Challenge is sustainable.

(3) The only remedy lies in bringing a fresh amendment.

(4) None of the above.

80. A Professor employed with an unaided private college is sexually harassed. She files a writ petition under Article 226 to trigger the provisions of the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013. The private college resists the writ petition on the ground that it is neither a State nor an instrumentality of the State. Here:

(1) Objection of the private college is maintainable.

(2) Objection is valid as writ petition is not maintainable against a private person.

(3) Objection of the private college would be maintainable only if it is able to show public law element in the matter.

(4) Objection of the private college would be maintainable only if the private college is able to show that there is a private law element in the matter.

81. A person who is a businessman continues in preventive detention under a law enacted by the State without the matter being referred to the Advisory Board. Which is the most appropriate provision of the Constitution of India he should take recourse to?

(1) Article 19(1)(g)

(2) Article 20

(3) Article 22

(4) None of the above

82. An arrestee's right to consult and be defended by a lawyer flows from which Article of the Constitution of India?

(1) Article 226

(2) Article 32

(3) Article 22

(4) Article 19

83. A penurious child who is 12 years old and is employed in a mine seeks to leave his employment and get educated. If his lawyer files an action in court, it should be based principally on which provisions of the Constitution of India?

(1) Articles 21A and 22

(2) Articles 15 and 19

(3) Articles 14 and 21

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(4) Articles 14, 15 and 21

84. High Court's powers of contempt are rooted in which provision of the Constitution of India?

(1) Article 226

(2) Article 14

(3) Article 21

(4) Article 215

85. The power to make laws vests in the Parliament and State legislatures by virtue of which provision in the Constitution of India?

(1) Article 245

(2) Seventh Schedule

(3) Article 246

(4) None of the above.

86. 'Can the High Court while examining the constitutional validity of a Statue declare it ultra vires prospectively?

(1) Yes, it can.

(2) No, it cannot.

(3) Only the Supreme Court can make such a declaration.

(4) Both Supreme Court and High Court can make such a declaration.

87. A High Court Judge resigns from service. An issue arises before the Court with regard to the date when he demitted office. The date would be:

(1) When his resignation is accepted by the President of India.

(2) When his resignation is accepted by the Governor.

(3) When his resignation is accepted by the Chief Justice of India.

(4) When he tenders his resignation.

88. Which of the following propositions of law is most appropriate?

(1) Tax requires no quid pro quo.

(2) Fee requires no quid pro quo.

(3) Both tax and fee require quid pro quo.

(4) None of the above.

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89. A contract for construction of an international airport was executed between 'X' and the Central Government. On behalf of 'X', the contract is signed by its Managing Director. In so far as the Central Government is concerned, the contract is made in the name of the Secretary, Ministry of Civil Aviation. Central Government wishes to take the defence that the contract is not binding on it.

Which Article of the Constitution of India should it take recourse to?

- (1) Article 300
- (2) Article 300A
- (3) Article 299
- (4) Article 301

90. 'Z' demits office as the Comptroller and Auditor General of India. He has received offers for re-employment from the Central and the State Government. What are his options?

- (1) He can be employed by the Central Government but not the State Government.
- (2) He can be employed by the State Government but not the Central Government.
- (3) He can be employed by both the Central and State Government.
- (4) None of the above.

91. State Government wishes to erect a religious structure. The Cabinet explores ways and means of levying a tax for that purpose at the earliest.

- (1) Can the State Government enact an Act?
- (2) Can the State Government issue an ordinance?
- (3) Can the State Government issue an administrative circular?
- (4) None of the above.

92. Which of the following propositions of law is most appropriate?

- (1) Right to vote is a fundamental right.
- (2) Right to vote is a statutory right.
- (3) Right to vote is both a fundamental and a common law right.
- (4) None of the above.

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93. The word 'secular' was included in the Preamble to the Constitution of India:

- (1) With effect from 26.11.1949
- (2) With effect from 26.01.1950
- (3) With effect from 31.10.1984
- (4) With effect from 03.01.1977

94. The three Supreme Court Justices who were superseded in 1973 were:

- (1) Justice A.N. Roy, Justice K.K Mathew, Justice H.R. Khanna.
- (2) Justice J.M. Shelat, Justice A.N. Grover, Justice K.S. Hegde.
- (3) Justice M Mukherjee, Justice K.N Wanchoo, Justice M.H Kania
- (4) None of the above.

95. The Constitution of India was adopted by the Constituent Assembly on:

- (1) 26.11.1949
- (2) 26.01.1950
- (3) 15.08.1947
- (4) None of the above.

96. Which one of the following is not a Money Bill?

- (1) A Bill which proposes for the appropriation of moneys out of the Consolidated Fund of India.
- (2) A Bill which proposes to exempt income from tax up to 10 lakh rupees.
- (3) A Bill dealing with the custody of consolidated fund.
- (4) A Bill which proposes to give power to Municipal Corporation of Delhi to realize extra fund by way of raising existing vehicle entry fee in Delhi from other States.

97. Which one of the following is not correct in respect of Articles 358 and 359 of the Constitution of India?

- (1) Article 358 suspends the freedoms guaranteed by Article 19 while Article 359 suspends the enforcement of fundamental rights under Part III except Articles 20 and 21.
- (2) Article 358 suspends the freedoms guaranteed by Article 19 only when proclamation of emergency is on the ground of external aggression or war.

(3) Article 359 suspends the enforcement of freedoms guaranteed by Article 19 only when the proclamation of emergency is on the ground of war and external aggression.

(4) Article 358 only suspends freedoms guaranteed by Article 19 and Article 359 does not suspend the enforcement of Articles 20 and 21.

98. Which of the following is not a fundamental duty as per Article 51A of the Constitution of India?

(1) To cherish and follow the noble ideals which inspired our national struggle for freedom.

(2) To develop the scientific temper, humanism and the spirit of inquiry and reform.

(3) To provide for all round development and growth of children.

(4) To safeguard public property and to abjure violence.

99. The expression "Justice social, economic and political" appears in:

(1) Part IV of the Constitution of India.

(2) Preamble to the Constitution of India.

(3) Part III of the Constitution of India.

(4) None of the above.

100. 'A' a Hindu who is separated from his father 'B', sells to 'C' three houses 'X', 'Y' and 'Z', representing that 'A' was authorised to transfer the same. 'Y' however does not belong to 'A', it having being retained by 'B' on partition; but on 'B's dying 'A' as heir obtains 'Y'. Here, can 'C' file a suit requiring 'A' to deliver 'Y' to him?

(1) Yes, if the contract still subsists.

(2) Only if 'A' was the authorised owner of 'Y' at the time of entering into the agreement to sell with 'C'.

(3) Only if 'A' has not leased out the property

(4) None of the above.

101. Match the columns to identify what passes along with the transfer of a certain kind of property:

A. Machinery attached to earth	I. Easements annexed therewith
B. Debt or other actionable claim	II. Interest
C. Money	III. The moveable parts thereof
D. House	IV. Securities

(1) A IV; B II; C I; D III

(2) A II; B IV; C III; D I

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(3) A III; B IV; C II; D I

(4) A III; B I; C IV; D II

102. 'A' fraudulently informs 'B' that 'A's house is free from encumbrance. 'B' thereupon buys the house. The house is subject to mortgage. The contract is:

(1) Voidable at the option of 'B'.

(2) Void

(3) Voidable at the option of either 'A' or 'B'.

(4) Impossible to perform.

103. 'A', the shopkeeper, has displayed his goods in glass showcase with the price tag prominently visible. 'B' identifies an item from the showcase for purchase and tells 'A' that he is ready to give the price displayed. 'A' realizes that the item did not have the correct price tag and refuses to sell it at the displayed price. Give the most appropriate answer.

(1) 'A' is bound to sell the item as all the conditions of a valid contract are complete

(2) 'A' is not bound to sell as 'B' has only made an offer to purchase and 'A' has still to accept the offer

(3) 'A' is bound to sell as his display of goods in the showcase amounted to offer to sell

(4) 'A' is not bound to sell though acceptance was complete.

104. Whether consideration under a contract, for the contract to be valid, can only be exchanged between the parties to the contract, and not by or between third persons who are not parties to the contract?

(1) Consideration can be paid even by third party to a contract.

(2) Consideration to a contract cannot be paid by third party to a contract, except when payment is by a negotiable instrument.

(3) Consideration can be exchanged even between third parties to a contract but only when third parties are legal heirs of the original parties to the contract.

(4) Consideration can be exchanged between persons who are not parties to the contract if at least some part of the consideration is received between the parties to the contract.

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105. Whether a contract in which time for performance of an obligation is not specified is a valid contract?

- (1) Contract will be void as there is no consensus ad idem as to the time for performance of the obligation vide Section 10 of the Indian Contract Act.
- (2) Even if time is not fixed, law will presume that the obligation has to be performed in a reasonable time as provided by Section 46 of the Indian Contract Act.
- (3) Even if no time period is provided by the contract for performance of an obligation, the contract is valid if it was recorded into a registered document.
- (4) Even if no time for performance is provided, it is a valid contract provided that the contract is a non-commercial contract only.

106. By a contract there are two sets of promises, with one set of promises being legal, and other set of promises being illegal. In view of the statement, which one of the following is correct?

- (1) There can be such a contract vide Section 23 of the Indian Contract Act.
- (2) There can be such a contract, but the contract will only be for the legal set and not for the illegal set of promises vide Sections 57 and 58 of the Indian Contract Act.
- (3) The contract as a whole will be enforceable at the option of the buyer and not the seller.
- (4) There can be a contract of two set of promises, with one set of promises being legal and the other set of promises being illegal, provided both the set of promises are a commercial contract and the monetary value of the illegal set of promises is reduced from the value of the legal set of promises, and enforcement is only for the net value.

107. "When contract is broken then can an aggrieved party sue only for losses or damages which naturally arose out of the breach as also for other losses or damages which are result of breach of contract". In view of this statement, which of the following is correct?

- (1) All types of losses or damages can be claimed.
- (2) All types of losses or damages can be claimed only if the contract is registered under the Registration Act.
- (3) Only those damages can be claimed which naturally arose from the breach, unless notice of losses or damages not directly arising out of the breach was known to the person guilty of breach of contract.
- (4) Normal damages which arise directly from the breach, and special damages which are not in contemplation of the party when the contract was

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made, both can be claimed, provided when there is a breach of contract, a public notice is given by the aggrieved party of the special loss suffered.

108. Is it an absolute proposition of law that in a contractual relationship of a principal and an agent, a principal is always bound by the acts of the agent, and an agent takes no rights or incurs no personal liability under a contract entered into by him as an agent of the principal with the third person?

- (1) No. An agent is personally and jointly and severally liable in all contracts.
- (2) No. An agent will be personally liable only when he does not disclose the name of his principal or when the name is disclosed but the principal cannot be sued for reasons provided in law.
- (3) No. An Agent will be personally liable if the principal has expired in view of the Legal Representation Act.
- (4) None of the above.

109. When will it be permissible to exclude the time period spent of the pendency of an earlier suit, for computing the period of limitation for filing of a subsequent suit?

- (1) If the earlier suit is filed in a court lacking pecuniary jurisdiction.
- (2) If the earlier suit is filed in a court lacking territorial jurisdiction.
- (3) If the earlier suit is filed in a court which lacks subject-matter jurisdiction.
- (4) All of the above.

110. Is it correct that a fresh period of limitation commences from the payment made on account of debt after the expiry of period of limitation?

- (1) No. The fresh period of limitation will only commence if the payment is made before the expiry of period of limitation but provided that the acknowledgement of payment only appears in a registered document.
- (2) No. The fresh period of limitation will only commence if the payment is made before the expiry of period of limitation and provided acknowledgement of payment appears in handwriting of or in writing signed by the person making the payment.
- (3) Yes. If the payment after expiry of limitation period is on account of debt and is accompanied by a court order condoning delay in making of payment after the expiry of period of limitation.
- (4) None of the above.

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111. The period of limitation to set aside a sale in execution of a decree under Article 127 of the Schedule of the Limitation Act 1963, from the date of the sale is:

- (1) 30 days.
- (2) 90 days.
- (3) 60 days.
- (4) 10 days.

112. When a new party to a suit is added then can the suit qua that party be taken to be instituted from the original date of filing of the suit?

- (1) No. The suit is taken as filed by or against a party only when the order of impleadment is made.
- (2) No. The suit is taken as filed by or against a party only from the date of filing of the application for impleadment.
- (3) Yes. It is correct, provided that the court is satisfied that the omission to implead the person was due to a mistake in good faith.
- (4) Yes, provided that when the suit was originally filed, it was filed on behalf of a minor and who after becoming a major pendente lite ratifies the filing of the suit from the original date.

113. On 01.01.2010, an amount is deposited by the plaintiff with the defendant, not being a loan. On 01.01.2012, demand is made by the plaintiff for repayment of the deposit. On 01.01.2014, suit for recovery is filed for the amount of deposit. Is this suit within limitation?

- (1) The suit filed on 01.01.2014 is time barred as it is filed three years after having made the deposit on 01.01.2010.
- (2) The suit filed on 01.01.2014 is within limitation because limitation of three years commences on 01.01.2012.
- (3) Neither (1) nor (2) above.
- (4) The suit is not time barred only in case where the deposit is made with a bank and not a private person.

114. Consider the following statements.

I. The Arbitral Tribunal cannot rule on its own jurisdiction.

II .. Oral arbitration agreement is enforceable.

III. The parties may choose med-arb as the procedure for settlement of their dispute.

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IV. There must be a pre-existing written agreement of arbitration for dispute settlement by arbitration.

Which of the above statements is/are correct?

- (1) III and IV
- (2) I, II, III, and IV
- (3) IV
- (4) I, II, and III

115. Is the statement of law correct that: "An Arbitrator can decide ex aequo et bono"? Tick the most appropriate answer

- (1) Yes, it is always correct.
- (2) No, it is not correct.
- (3) Yes, it is correct provided only if the parties have expressly authorized the Arbitrator to do so.
- (4) Yes, provided the parties either expressly or impliedly authorized the Arbitrator to do so.

116. Whether an arbitrator under the Arbitration and Conciliation Act has the power to correct and interpret an award after it has been pronounced?

- (1) No, as the arbitrator becomes functus officio.
- (2) No, as the arbitrator does not have the power of review.
- (3) No, as Section 34 of the Arbitration and Conciliation Act prescribes procedure for setting aside the award.
- (4) Yes, in terms of Section 33 of the Arbitration and Conciliation Act.

117. In execution of a money decree for Rs.1 lakh, the detention of the judgment debtor in civil prison for three months may be ordered:

- (a) As one of the modes of enforcement subject to certain restrictions and conditions.
- (b) If he willfully does not comply with direction to disclose by affidavit the particulars of his assets.

Consider the above statements and choose the correct option.

- (1) Both (a) and (b) are correct.
- (2) Neither (a) nor (b) is correct.
- (3) (a) is correct but (b) is incorrect.

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(4) (b) is correct but (a) is incorrect.

118. In a suit for partition of property and for separate possession of a share therein, the civil court having declared the rights of several parties interested in the property:

(a) Which is assessed to payment of revenue to the Government, must make over the matter for such partition or separation to be made by the Collector.

(b) Which is not so assessed to payment of revenue to the Government, must examine if the partition or separation can be conveniently made and for this, may issue a Commission to make the partition or separation.

(c) If on examination of the report of the Commissioner, the Court finds that the property cannot be divided by metes and bounds, it may put it to sale and divide the proceeds thereof.

In the above:

(1) (a), (b) and (c) are correct.

(2) Only (a) and (b) are correct.

(3) Only (b) and (c) are correct.

(4) (a) and (c) are correct and (b) is incorrect.

119. When and how a decree can be passed on a compromise in a suit against a minor sued through his guardian?

(1) Requires the affidavit of the guardian and the compromise is for the benefit of the minor.

(2) Suit against a minor cannot be compromised except with the permission of the Guardianship Court.

(3) Both parents of the minor must furnish an affidavit stating that they have compromised.

(4) If the minor signs the Compromise Deed.

120. "In a suit for recovery of possession of a residential premises from the lessee after determination of the period of lease on being satisfied that the defendant with intent to delay the execution of the decree that may be passed against him, is about to abscond from his local jurisdictional limits, the court may call upon the tenant to furnish security for his appearance until satisfaction of the decree".

The above statement is:

(1) Not correct.

(2) Absolutely correct.

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(3) Partly correct as order of this nature can be passed only after judgment is pronounced.

(4) Partly correct as such an order can be passed only where there are arrears of electricity bill.

121. An Executing Court cannot determine the questions relating to which of the following?

(1) Discharge of decree.

(2) Satisfaction of decree.

(3) Modification of decree.

(4) Execution of decree.

122. Which of the following statements is most appropriate?

(1) The institution of the appeal does not by itself operate as stay of the decree appealed against.

(2) The appellate court has the power to stay the execution of the impugned decree.

(3) Both (1) and (2) are correct.

(4) Only (1) is correct and (2) is incorrect.

123. Rejection of an application for leave to sue forma pauperis is:

(1) A decree

(2) Not a decree

(3) May or may not be a decree depending on facts

(4) None of the above.

124. "Legal heirs must always be the legal representatives in a civil suit". This statement is:

(1) Correct.

(2) Partly correct.

(3) Incorrect.

(4) None of the above.

125. When a suit is filed against a minor represented by his guardian, the decree passed in the suit:

(1) Will not operate as res judicata.

(2) Will operate as res judicata

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(3) Will not be binding on the minor if he files a suit on the same cause of action within one year of becoming a major.

(4) None of the above.

126. "At times proceedings are adjourned sine die on account of stay. Even after stay is vacated, intimation is not received and proceedings are not taken up. In an attempt to remedy this, situation, we consider it appropriate to direct that in all pending cases where stay against proceedings of a civil or criminal trial is operating, the same will come to an end on expiry of six months from today unless in an exceptional case by a speaking order such stay is extended." This observation was made by the Supreme Court recently in which one of the following cases:

(1) Asian Resurfacing of Road Agency Pvt. Ltd. v. Central Bureau of Investigation 2018 (5) SCALE 269

(2) Board of Control for Cricket in India v. Kochi Cricket Pvt. Ltd. 2018 (4) SCALE 502

(3) State of Karnataka by its Chief Secretary v. State of Tamil Nadu by its Chief Secretary & Ors. (2018) 4 SCC 1

(4) Chand Devi Daga & Ors. v. Manju K. Humatani & Ors. (2048) 1 SCC 71.

127. "A woman cannot be arrested or detained in civil prison in execution of a money decree". Is this a correct statement?

(1) Yes, there is a general rule that a woman cannot be arrested or detained in a civil prison in execution of a money decree.

(2) No, this general rule is not applicable where the woman is a graduate.

(3) No, this general rule is not applicable if the money decree passed is jointly and severally against both her and her husband.

(4) A woman can be arrested if the money decree is passed after contest.

128. A judgment debtor is arrested in execution of a money decree. Will he be discharged from the debt under the concerned money decree on completion of the period of detention?

(1) No, even on release after undergoing the period of detention he will still be liable for payment under the money decree in view of Section 58 CPC.

(2) Yes, he will be discharged from the debt under the concerned money decree.

(3) Yes, he will be discharged from the debt if the money decree is less than Rs.1 lakh.

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(4) Yes, he will be discharged from the debt if the decree pertains to recovery of loan.

129. Can a person who has not suffered special damage because of public nuisance or wrongful act affecting the public file a suit?

(1) Absolutely not.

(2) Yes, provided the plaint is filed by two or more persons and leave of the court is obtained.

(3) Yes, because everyone is a member of the public and can espouse grievance and seek appropriate relief under Section 38 of the Specific Relief Act.

(4) Yes, only if the plaintiff seeks approval and is granted sanction by the Advocate General of the State.

130. Where a suit plaintiff seeking relief of possession of an immovable property is rejected under Order VII Rule 11 CPC, whether filing of a fresh suit is barred?

(1) No, filing of a suit is not barred provided the fresh suit is filed within the period of limitation.

(2) No, filing of a fresh suit is not barred provided where a notice under Section 6 of the Specific Relief Act is served before filing of the fresh suit.

(3) No, filing of a fresh suit is not barred only if the earlier suit was filed before commencing of the Civil Procedure Code as amended by Act 22 of 2002.

(4) Filing of a fresh suit is barred if the earlier suit/plaint was rejected by the High Court and confirmed by the Supreme Court, and not by a District Court.

131. Can a court pass a decree in a suit seeking rights in an immovable property where a defendant has transferred his interest and rights in the suit property to a third person without issue of summons/notice to the third person? If yes, whether the decree will be binding against the transferee pendente lite.

(1) No, notice must be issued to the third person otherwise decree would not be binding on him.

(2) Decree without notice to a third person is valid and notice/summons is not required to be issued to the third person.

(3) Decree will be invalid as it violates principles of natural justice.

(4) Decree will be invalid as a judgment is only binding on the parties to the suit and doctrine in personam applies.

132. Which of the following is not correct, regarding Section 6 of the Specific Relief Act, 1963?

- (1) The period of limitation, for filing a suit thereunder, is 6 months.
- (2) No suit, against the Government, can be brought under the said Section.
- (3) The order, or decree, passed under the said Section, is immune from challenge, by appeal as well as by review.
- (4) It would be necessary for the plaintiff, in such a case, to prove absolute title to the property.

133. Which of the following proposition is not correct:

- (1) The plaintiff is entitled to seek a decree for specific performance of contract or compensation in lieu of specific performance under the Specific Relief Act.
- (2) If liquidated damages have been provided, the plaintiff cannot seek specific performance.
- (3) The court may grant possession, partition or separate possession to the plaintiff in addition to specific performance of the contract.
- (4) The court may direct refund of the earnest money or deposit made if specific performance is refused.

134. A suit for possession of an immovable property based on title by a plaintiff, who has been dispossessed can be filed:

- (1) Within six months of dispossession as per Section 5 of Specific Relief Act.
- (2) Even beyond six months and upto a period of 12 years as provided in Article 65 of the Limitation Act when dispossession is of a person who is the title holder of the immovable property.
- (3) Beyond six months against a rank trespasser, by an owner of an immovable property, if dispossession of the plaintiff of an immovable property takes place after plaintiff had already given a public notice of his being in actual physical possession of the suit property against the world at large.
- (4) Beyond six months of dispossession of a person having an ownership title, and against a person who dispossesses the person having ownership title provided only if the title of the plaintiff is recorded either in the municipal records or in the revenue records.

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135. Whether specific performance of an earlier Agreement to Sell an immovable property can be granted against the person who has subsequently purchased the subject property?

(1) No. Once the immovable property which is subject matter of an Agreement to Sell is sold by the seller to a third person, the earlier Agreement to Sell is frustrated.

(2) A proposed buyer under an Agreement to Sell can seek specific performance of a contract to sell an immovable property even if the subsequent purchaser is a purchaser for value but with notice of the prior Agreement to Sell.

(3) Only if the immovable property which is subject matter of an Agreement to Sell is transferred during the pendency of the suit and not before filing of the suit.

(4) A proposed purchaser under the Agreement to Sell can file a suit against the subsequent purchaser of the property which is subject matter of the prior Agreement to Sell, but only if payment is made by the proposed purchaser by means of cheque or a bank draft.

136. Can a suit for declaration be filed without seeking any further relief although such further relief is available to the plaintiff?

(1) Yes, a suit simply seeking the relief of declaration can be filed without seeking further relief if the plaintiff is a pauper and does not have financial means to pay court fees for the further relief in addition to the relief of declaration.

(2) No, a plaintiff is bound to file a suit for declaration and seek further relief once the further relief is available for being claimed in the suit for declaration which is filed.

(3) Yes, if the consequential relief, if claimed in another suit, would not be barred under the law of limitation.

(4) A suit for declaration without seeking further relief can be filed.

137. Select the correct statement:

(1) A suit can be filed to enforce the negative covenant contained in an agreement even if the specific performance cannot be granted provided that the plaintiff has not failed to perform all of his obligations under the agreement.

(2) A suit can be filed to enforce negative covenant/agreement even if a specific performance cannot be granted provided the agreement pertains to an immovable property only.

(3) A suit can be filed to enforce a negative covenant when no specific performance of an agreement can be granted only if the negative covenant is

in terms of a duly registered agreement before a Sub-Registrar under the Registration Act.

(4) A suit to enforce negative covenant can be filed, even if specific performance of the agreement cannot be sought, only if the suit to enforce the negative covenant is filed only before the High Courts of Delhi, Kolkata, Mumbai or Chennai.

138. Read the following statements:

I. There is a rebuttable presumption that a cheque bearing a date was made or drawn on such date.

II. It cannot be presumed that the holder of a cheque is a holder in due course.

III. There is an irrebuttable presumption that the cheque was made or drawn for consideration.

Select the correct answer:

- (1) All three above statements are correct.
- (2) Only first statement is correct.
- (3) The first and second statements are correct.
- (4) None of the above.

139. For cognizance to be taken of the offence of dishonour of cheque for insufficiency of funds in the account, which of the following are prerequisites:

- (1) The cheque must have been presented to the bank within the period of its validity or within six months from the date on which it was drawn, whichever is earlier.
- (2) The complainant must prove by independent evidence that the cheque was issued for discharge of a debt or liability.
- (3) Both of the above.
- (4) None of the above.

140. Director of a company is liable for an offence committed by the company under Section 138 of the Negotiable Instruments Act, 1881:

- (1) Because he is a Director.
- (2) If he is a person-in-charge of and responsible to the company for conduct of business of the company.
- (3) If he is a Director and shareholder with at least 5% shares.
- (4) If he is a resident of India.

141. Is the statement of law correct: "Implied authority of a partner in a partnership firm exists to selling of all properties of the partnership firm for the purpose of carrying on the business of the partnership firm"?

(1) Yes, since a partner is an agent of all other partners, his action to sell any property of the firm for the purposes of running of the business of a firm, is valid and results in transfer of ownership of the property which is transferred.

(2) No, a partner has no implied authority to transfer any immovable property of the firm under the implied authority doctrine principle as contained in Section 19 (2) (g) of the Indian Partnership Act.

(3) Yes, under implied authority principle a partner can transfer an immovable property if the disposal of the immovable property of the partnership firm is only by that partner who has put the sole effort to acquire the immovable property of the partnership firm which is transferred/disposed of.

(4) Though a partner has no implied authority to transfer an immovable property of the partnership firm for the purpose of doing of the business, but such implied authority is granted to a managing partner under Section 22 of the Partnership Act.

142. On the dissolution of a partnership firm the partner is the first person who will receive his share capital from the assets of the firm.

(1) Yes, a partner's right in the assets of the firm is supreme and he is first paid his share before making payment to anybody else vide Section 46 of the Partnership Act.

(2) No, a partner will receive his share capital from the partnership firm on dissolution but first after the payments of the third party debts of the partnership firm but before the debts of the partners payable by the partnership firm are paid.

(3) Share capital of a partner in a partnership firm is paid only after paying the third party debts of the partnership firm and loans repayable to the partners by partnership firm.

(4) Share capital of a partner of a dissolved partnership firm is paid from the residue available for distribution after the profits are distributed to the partners in the partnership firm as per their profit sharing ratio in view of Section 49 of the Partnership Act.

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143. A suit of a partnership firm to enforce any type of rights of the partnership firm is not maintainable unless the partnership firm is registered under Section 69 of the Partnership Act before the filing of the suit.

(1) An unregistered firm cannot sue for any rights, be they contractual or statutory, unless the partnership firm is first registered.

(2) A partnership firm can sue for enforcement of its statutory rights even if the partnership firm is not registered.

(3) A partnership firm can sue for enforcement of its rights provided in the same suit both statutory and contractual rights are claimed together and not only contractual rights.

(4) Even if a suit is filed for enforcement of a contractual right by an unregistered firm, but such a suit can continue if the partnership firm is got registered during pendency of the suit.

144. A partner who retires from a partnership firm, such partner is no longer liable for debts or liabilities of the firm towards third persons from the date of his retirement.

(1) Yes, a retiring person is no longer liable because his liability is only till he continues as a partner of the partnership firm because of Section 13 of the Partnership Act.

(2) Yes, he is not liable, because after his retirement from the firm, the other partners no longer can act as the agents of the retiring partners as per Section 18 of the Partnership Act.

(3) A retiring partner is only liable for debt liabilities of the firm to a third person till a public notice is given of his retirement in view of Section 32 of the Partnership Act.

(4) Liability of the retiring partner will continue unless public notice of the retirement of the retiring partner of the firm is given both by the retiring partner as also by the partnership firm.

145. A person is liable as a partner of a partnership firm only if he is a partner by an express written contract.

(1) No, a person is liable as a partner by an implied contract provided thereafter the implied contract is got registered before the Sub Registrar.

(2) No, a person is liable as a partner even by holding himself out as a partner of the partnership firm but only to that person who has on the faith of such holding out has given credit to the partnership firm.

(3) A person who holds himself out as a partner will be liable as a partner of the firm only when the third person who deals with the partnership firm has

informed the person holding out that he is acting with the firm on the basis of such holding out.

(4) A person holding out is liable to a third person only if the third person has given a public notice.

146. Is it correct that in a contract of sale of goods under the Sales of Goods Act if the goods received are not as per the terms of the contract then the buyer in all cases has no liability to pay for the goods which are received by him from the seller?

(1) Yes, he is not liable because no buyer can be imposed a liability for receiving contracted goods.

(2) Yes, he is not liable till he gives intimation in writing of acceptance.

(3) Yes, he is not liable if he has intimated to the seller within reasonable time that the goods have been rejected.

(4) No, he is liable because of the principle "buyer beware".

147. Where the seller of goods under the Sale of Goods Act has sent the goods by transportation to the buyer, then seller continues to remain the owner of the goods at all times till the goods are received by the consignee.

(1) No, from the time of commencement of transportation, since the goods have commenced their journey to the seller, ownership also has passed by the mere fact of commencement of transportation vide Section 40 of the Sale of Goods Act.

(2) A seller even if he puts goods sold for transmission to the buyer then ownership only passes if the seller has imposed conditions which have to be fulfilled before passing of ownership of the goods as per Section 25 of the Sale of Goods Act.

(3) If the lorry receipt or the bill of lading shows the name of the buyer as the consignee, and the lorry receipt or bill of lading has been delivered to the buyer, and the seller does not reserve the right of disposal, then ownership passes to the buyer vide Section 23 (2) of the Sale of Goods Act.

(4) Ownership in the goods will not pass to the buyer even if the lorry receipt or bill of lading is in the name of the buyer as consignee if the seller in his own vehicle accompanies the transport vehicle to the place of the buyer.

148. In a contract of sale of goods under the Sale of Goods Act, there can be stipulations both in the nature of conditions and warranties.

(1) Yes, in a contract of sale there can be stipulations which are both in the nature of conditions and/or warranties.

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(2) With respect to sale of goods under the Sale of Goods Act, if the contract is an International contract only then can the contract contain conditions and warranties.

(3) With respect to sale of goods under the Sale of Goods Act which are in the form of bullion or jewellery only then can there be both conditions and warranties in the contract of sale of such goods.

(4) Conditions and warranties in a contract of sale of goods can both exist provided the warranties are those which are only those written on a stamped agreement duly notarized as per Section 85 of the Indian Evidence Act.

149. When the specific goods which are subject matter of the contract under the Sales of Goods Act have perished prior to making of the contract then contract can be enforced against alternative goods because the contract of sale of goods is otherwise valid.

(1) No, the contract of sale of specific goods cannot be enforced because goods have already perished without the knowledge of the seller at the time of contract, and then the contract of sale itself is void as per Section 7 of the Sale of Goods Act.

(2) Though ordinarily the contract of the sale cannot be enforced against alternative goods instead of the contracted goods which have perished but the alternative goods can be received by the buyer from the seller if the value of the specific goods is less than Rs. 100/ -.

(3) If the specific goods have perished before making of the contract, and this was a fact already known to the buyer but not the seller, then contract is not void with respect to claim of the buyer for alternative goods.

(4) A contract for sale of specific goods which have perished prior to the entering into of the contract for sale, will be void and can be enforced against alternative goods only if the buyer has possession of the alternative goods.

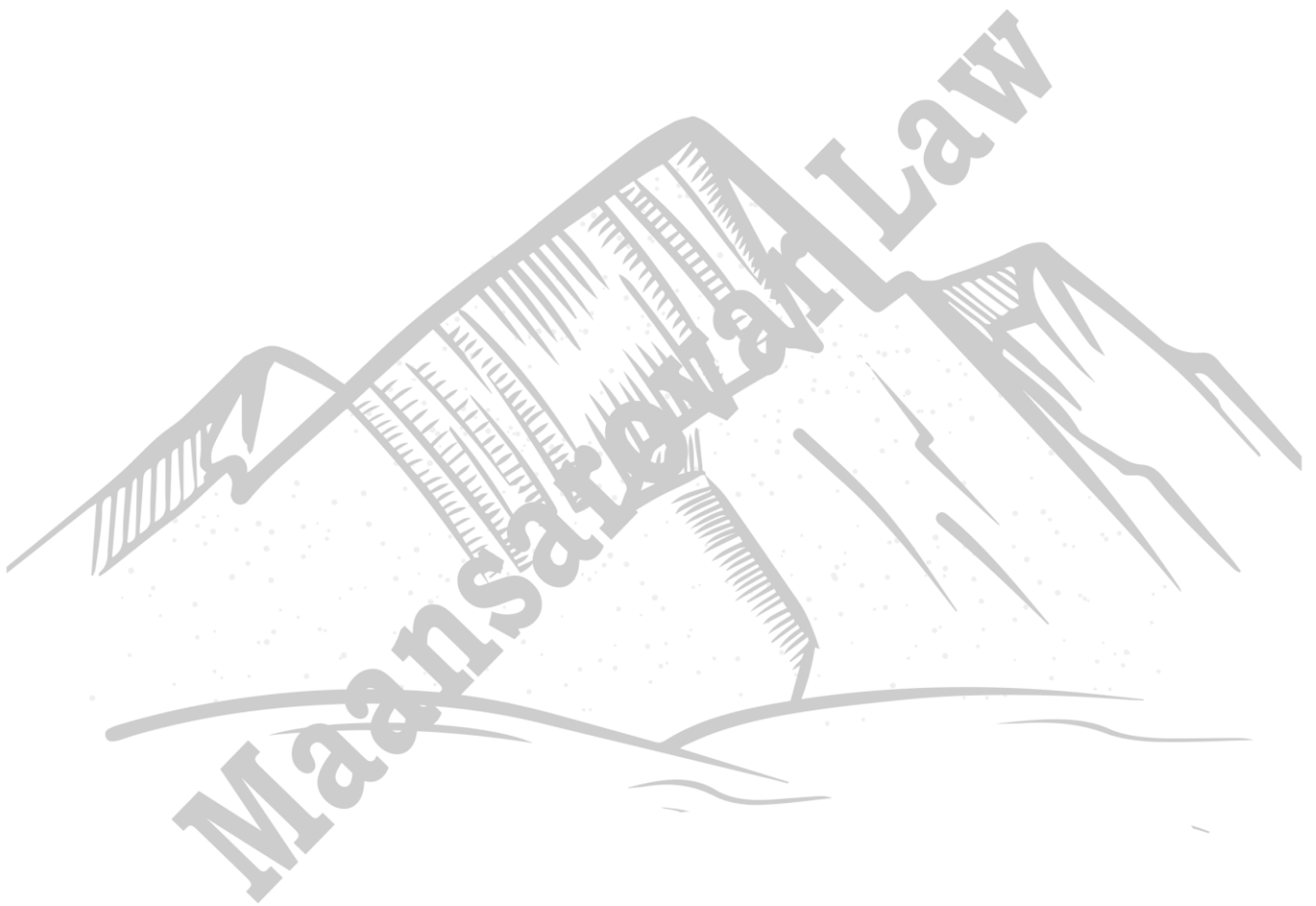
150. There is no distinction between a Sale and Agreement to Sell under the Sale of Goods Act.

(1) Yes, it is correct because parties must always act in furtherance of intentions to complete their obligations under Agreement to Sell.

(2) There is a distinction between the Agreement to Sell and a sale under the Sale of Goods Act, because property/title in the goods which are subject matter of Agreement to Sell will only pass when the time lapses or conditions are fulfilled subject to which property in the goods is to be transferred, and thereafter the Agreement to Sell matures into a sale.

(3) There is no difference between a sale and an Agreement to Sell because both such contracts are automatically unconditional.

(4) There is no difference between sale and Agreement to Sell under the Sale of Goods Act only if such contracts are those with respect to perishable goods.



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