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PAR/CCM-38/13

2014

LAW

SECOND PAPER

Full Marks : 200

Time : 3 hours

*The questions are of equal value*

Answer **eight** questions, taking **two** questions each from Groups A, B, C and D

GROUP—A

( Code of Civil Procedure )

1. Define 'plaint'. Discuss the valid grounds for rejection of a plaint. State the effect of such rejection.
2. "An executing court cannot go behind the decree." Elucidate the statement. Enumerate the fundamental principles with regard to powers of executing courts.
3. Distinguish between the following :
  - (a) Decree and Order
  - (b) Review and Revision

14T—400/112

( Turn Over )

( 2 )

GROUP—B

( Law of Evidence : Indian Evidence Act )

4. "Oral evidence in all cases must be direct." Explain the rule with its exceptions.
5. "Estoppel does not create a cause of action. It can be used as a shield, but not as sword." Discuss explaining the principle of estoppel and examining legal estoppel and equitable estoppel.
6. Write short notes on the following :
  - (a) Facts in issue
  - (b) Circumstantial evidence
  - (c) *Res gestae*
  - (d) Admission
  - (e) Public documents

GROUP—C

( Transfer of Property Act )

7. Define 'lease' and state its ingredients. How is a lease of immovable property made? Enumerate the grounds for determination of a lease.

8. Answer the following giving reasons :

(a) A and his wife B execute a mortgage of a house belonging to B. At the time of registration, B represents that A alone is the owner and so the subregistrar registered the deed on behalf of A alone. When the mortgagee sues on the mortgage, can B claim the house as her? Decide.

(b) A mortgage deed contains a stipulation that if it was not redeemed within 15 years of its execution, the mortgagee might treat it as an absolute transfer. When a suit was filed by the mortgagor after 15 years for redemption, it was contended that the stipulation in the mortgage deed enabled the mortgagee to treat it as an absolute transfer of property because redemption did not take place within the stipulated period of 15 years. Decide.

9. Write exhaustive notes on any two of the following :

- (a) Doctrine of part performance
- (b) Rule against perpetuities
- (c) Fraudulent transfer
- (d) Right of redemption

GROUP—D

( Law of Contract : Indian Contract Act )

10. What do you mean by 'doctrine of privity of contract'? State Indian position regarding this doctrine and explain various exceptions to this rule.
11. What is discharge of contract? Discuss various methods of discharge of contract elaborately.
12. What shall be the effect of the following conditions of contract? Discuss with reasons :
  - (a) Failure to perform a contract when time is not an essence of contract
  - (b) Failure to perform a contract at fixed time in which time is an essence

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