

KERALA HIGHER JUDICIAL SERVICE EXAMINATION-2007

PAPER-I

Total Marks: 200
Time: Three hours

ANSWER ANY TEN QUESTIONS - ALL QUESTIONS CARRY EQUAL MARKS

- I. Section 6 of the Transfer of Property Act states: -
"Property of any kind may be transferred, except as otherwise provided by this Act or by any other law for the time being in force" -
State briefly what are the exceptions.
- II. The doctrine of "part performance" enacted in Section 53-A of the Transfer of Property Act, can be used as a "shield but not as a sword" - Illustrate.
- III. (a) Explain with reference to decided cases, the difference between "lease" and "license".
(b) Is the label or nomenclature of the document in any way relevant or material in the construction of the deed? If the deed is drafted by a lawyer or legally trained person, has it got any relevance in the construction of the deed?
- IV. "The statute of limitation is a statute of repose" - Comment.
- V. What are the considerations that should be kept in mind by the Court in considering an application for condoning the delay under Section 5 of the Limitation Act? What should be the approach of the Court when the matter is between the State and the individual ?
- VI. Discuss the principles underlying the construction of a Will. Explain with reference to the relevant provisions in the Indian Succession Act what is meant by repugnant and defeasance clauses in a Will.
- VII. What are the circumstances or cases in which a party to the contract is discharged or released, from any further obligations? Is the law in India in any way, materially different from English law? Discuss.
- VIII. What is meant by "quasi contract"? What is the theoretical basis of quasi contractual liability? Discuss in brief the relevant provisions of the Indian Contract Act dealing with the same, with reference to leading decisions of the Hon'ble Supreme Court of India, if any.

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- IX. "Damages are pecuniary compensation, obtainable by success in an action for a wrong which is either a tort or a breach of contract, the compensation being, in the form of a lump sum which is awarded unconditionally" (McGregor on Damages). Discuss the scope of the above statement of law, with reference to compensation for a tort and compensation for a breach of contract.
- X. Discuss the circumstances in which the court can grant declaration under Section 34 of the Specific Relief Act, 1963. Explain with reference to the decisions of the Hon'ble Supreme Court of India and other decisions, if any, whether the power of the Court to grant declaration is exhaustive under Section 34.
- XI. (a) State briefly the statutory changes (inroads) made in the (Shastric) Hindu Law of succession?
- (b) Discuss the scope and ambit of the Kerala Joint Hindu Family System (Abolition) Act, 1975 with reference to decided cases?
- XII. State briefly the events that led to the passing of the Muslim Women (Protection of Rights on Divorce) Act, 1986 and the legislative changes, if any, brought about by the Act, on the previous law.
- XIII. Discuss the scope and ambit of the law laid down by the Hon'ble Supreme Court of India in **Mary Roy and Others v. The State of Kerala** (1986 KLT 508 {SC}).
- XIV. Briefly discuss the scope and extent of the powers of the Revisional Court, in dealing with a revision filed under Section 20 of the Kerala Buildings (Lease and Rent Control) Act, 1965, with reference to the decisions of the Hon'ble Supreme Court of India, if any, and of the Kerala High Court.
- XV. If the parties have made an agreement supported by consideration and it is not vitiated by any mistake or similar vitiating circumstance, is anything more required for enforcing the same in Court? Illustrate.