

LIMITED DEPARTMENTAL EXAMINATION, 2017

IAS/ MCS/ SDC/ ETC

(Civil Law and Procedure)

(With Books)

PAPER-III

Time Allowed: One Hour

Maximum Marks: 50

I N S T R U C T I O N S

DO NOT OPEN THIS QUESTION BOOKLET SEAL UNTIL YOU ARE TOLD TO DO SO

1. Immediately after the commencement of the examination, you should check that this Test Booklet does not have any unprinted or torn or missing pages or items, etc. If so, get it replaced by a complete Test Booklet.
2. Write your Roll Number on the Test Booklet in the Box provided alongside.
3. This Test Booklet contains 100 items (questions). Each item comprises four responses (answers) written as **(a), (b), (c) and (d)**. You will select the response which you feel is correct and want to mark on the answer sheet.
4. You have to mark all your responses **ONLY** on the separate Answer Sheet provided. Also read the directions in the Answer Sheet. Fill in all the entries in the Answer Sheet correctly, failing which your Answer Sheet shall not be evaluated.
5. Count the number of questions attempted carefully and write it down in the space provided in the OMR Sheet. This has to be verified by the Invigilator before leaving.
6. 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 the Answer Sheet (in original). **You are permitted to take away 2nd Copy of OMR Answer Sheet and the Test Booklet.**
7. All items carry equal marks.
8. Candidature would be cancelled in case of non-compliance with any of these instructions.
9. There will be **NO PENALTY** for wrong answers.

1. The doctrine of *res-judicata* as contained in section 11 of CPC is based on the maxims
 - i. *Interest reipublicae ut sit finis litium*
 - ii. *Res judicata pro vexari occipitur*
 Codes:
 - a) Only i
 - b) Only ii
 - c) Both i and ii
 - d) None of the above
2. Affidavit in answer to interrogatories shall be filed within:
 - a) 14 days of service of interrogatories
 - b) 7 days of service of interrogatories
 - c) 10 days of service of interrogatories
 - d) 10 days after the service of interrogatories or within such period as the Court may allow
3. Under which section of CPC, clerical and arithmetical mistakes in judgments, decrees or order arising from any accidental slip or omission may be corrected?
 - a) Section 152
 - b) Section 153
 - c) Section 153 A
 - d) Section 153 B
4. Numbers of adjournment to be granted to a party is restricted under Order VII Rule 1 of CPC to
 - a) Three
 - b) Four
 - c) Five
 - d) Six
5. Order XII Rule 8 of CPC pertains to
 - a) Notice to admit document(s)
 - b) Notice to admit fact(s)
 - c) Notice to produce document(s)
 - d) Notice to admit facts contained in documents
6. 'Revision' is provided under
 - a) Order XLVII Rule 1 of CPC
 - b) Order XLII Rule 1 of CPC
 - c) Section 112 of CPC
 - d) Section 115 of CPC
7. When a party is called upon by notice to admit fact(s) by the other party, under Order XII, Rule 4 of CPC, the party on whom the notice has been served has to admit the facts within
 - a) 15 days of the service of notice
 - b) 9 days of the service of notice
 - c) 7 days of the service of notice
 - d) 6 days of the service of notice
8. A judgement can be reviewed on the ground of:
 - a) Discovery of new and important evidence not within the knowledge of the party concerned.
 - b) Mistake of error of fact or law on the face of the record.
 - c) Both a and b.
 - d) Neither a nor b.
9. Counter-claim cannot be raised after issues are framed and evidence is closed. It was held in
 - a) Rohit Singh v. State of Jharkhand, AIR 2007 SC 10
 - b) M. Nagaraj v. U.O.I., AIR 2007 SC 71
 - c) Amrit Singh v. State of Punjab, AIR 2007 SC 132
 - d) Nobel Resources Ltd. v. State of Orrisa, AIR 2007 SC 119
10. Civil Suit for administration of assets belonging to living debtor
 - a) Is not maintainable
 - b) Is maintainable
 - c) Is maintainable at the option of co-sharers
 - d) Is maintainable at the option of Court

11. Which of the following statements regarding CPC is not correctly matched:
- Limitation – Order VII, Rule 6
 - Relief – Order VII, Rules 7 to 8
 - Return of Plaint – Order VII, Rules 9 to 10
 - Rejection of Plaint – Order VII, Rule 11
12. The right to property or to an office is contested in a suit under CPC. Such suit is a suit of:
- Civil nature
 - Criminal nature
 - Both Civil and criminal nature
 - Constitutional nature
13. *Res Judicata* under CPC connotes that:
- No court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially decided in a former suit between the same parties.
 - "Former suit" denotes any prior suit in which the same issue has been directly and substantially decided irrespective of the parties.
 - The competence of the court is terminated irrespective of any provisions as to a right of appeal from the decision of such court.
 - Both (a) and (c).
14. Which is the most appropriate statement regarding execution of a decree under CPC?
- CPC does not provide for execution of a decree.
 - CPC provides that a decree can be executed by the court which passed it.
 - CPC provides that a decree can be executed by the court to which it is sent for execution.
 - CPC provides that a decree can be executed either by the court which passed it or by the court to which it is sent for execution.
15. Within how many days/months after service of summons, a defendant is required to file a written statement in his defense:
- 30 days
 - 60 days
 - 3 months
 - 6 months
16. The procedure followed by the Supreme Court of India regarding transfer of a suit is:
- On an application by the parties.
 - After giving notice to the parties.
 - If the Supreme Court finds just and proper for the end of justice.
 - All the above.
17. A judgement passed by a court can be reviewed:
- By the court passing the judgement.
 - By the Court of District Judge
 - By the High Court
 - By the Supreme Court.
18. Which is / are true statement(s) about an appeal from original decree under CPC?
- No appeal shall lie from an original decree passed *ex parte*.
 - No appeal shall lie from a decree passed by the court with the consent of the parties.
 - No appeal shall lie, except on a question of law, from a decree in any suit of the nature cognizable by a court of small causes, when the amount or the value of the subject matter of the original suit exceeds Rs.10,000.
 - Both (a) and (c).

19. Under CPC the orders from which appeal or appeals lie(s)?
- An order under section 35A and/or section 95.
 - An order made under the rules from which an appeal is expressly allowed by rules.
 - An order under section 91 or section 92 refusing leave to institute a suit of the nature referred to in section 91 or section 92.
 - All of the above
20. To compel the attendance of a person to whom summon is issued, the court can:
- Issue a warrant for his arrest.
 - Attach and sell his property.
 - Impose a fine, not exceeding rupees five thousand.
 - All of the above.
21. An appeal from any judgement, decree or final order in a civil proceeding of a High Court shall lie to the Supreme Court of India if the High Court satisfies that:
- The case involves a substantial question of law of general importance.
 - In the opinion of the High Court the said question needs to be decided by the Supreme Court.
 - Both (a) and (b).
 - Neither (a) nor (b).
22. What is the most appropriate statement about the powers of Appellate Court under CPC?
- An Appellate Court has discretionary powers under the Constitution of India.
 - An Appellate Court has the same powers and shall perform the same duty as are conferred on courts of original jurisdiction in respect of suits instituted therein.
 - Both (a) and (b).
 - Neither (a) nor (b).
23. Under CPC the place in which any civil court is held for the purpose of trying any suit is deemed to be:
- An open court.
 - A closed court.
 - A judge's chamber.
 - None of the above.
24. When a suit is instituted in the name of a wrong person as plaintiff, the court has power to:
- Order any other person to be substituted as a plaintiff.
 - Order any other person to be added as a plaintiff.
 - Reject the suit.
 - Both (a) and (b).
25. The word "order" under CPC means:
- Formal expression of any decision of a civil court.
 - Formal expression of any decision of a civil court which is not a decree.
 - Formal expression of any decision of a criminal court.
 - Formal expression of any decision of a criminal court which is not a decree.
26. The Courts, before the enactment of the Transfer of Property Act, 1882, were forcing to decide property disputes according to their own notion and justice and fairplay,
- because judges were making own laws
 - because of absence of any specific statutory provisions on the property matters
 - because British Judges were confused with Indian property disputes
 - because judges were educated in British property law
27. Under the Transfer of Property Act, 1882, "registered" pertains to
- registration of property
 - registration of documents
 - registration of parties
 - registration of transfer

28. Chapter II of the Transfer of Property Act shall be deemed to effect any rule of
- Mohammadan law
 - Christian law
 - Parsi law
 - Sikh law
29. According to the provisions of the Transfer of Property Act, 1882, all interest in property restricted in its enjoyment to the owner personally cannot be transferred by him
- the statement is true
 - the statement is false
 - the statement does not exist
 - none of the above
30. A mere right to sue under the provisions of the TP Act, 1882
- can be transferred
 - cannot be transferred
 - can be transferred partly
 - no such provision is made in the Act
31. Under the Transfer of Property Act, 1882, "attached to earth" means:
- rooted in the earth, as in the case of trees and shrubs;
 - imbedded in the earth as in the case of walls and buildings; or
 - attached to what is so imbedded for the permanent beneficial enjoyment of that to which it is attached.
- only (i) and (ii) are correct
 - only (ii) and (iii) are correct
 - only (i) and (iii) are correct
 - all (i), (ii) and (iii) are correct.
32. Under Transfer of Property Act, 1882, where a writing is not expressly required by:
- a transfer of property may be made without writing in every case
 - a transfer of property is subject to only writing
 - no provision of oral transfer is made
 - none of the above
33. Under section 12 of the Transfer of Property Act, 1882 where the transfer of property is subject to conditions or limitations making interest therein to the benefit of person to lease on his becoming involved or endeavouring to transfer or dispose of property, such condition is:
- valid
 - void
 - partly valid
 - partly void
34. Rule against accumulation is given under which section of the Transfer of Property Act, 1882?
- Section 31
 - Section 27
 - Section 21
 - Section 17
35. The doctrine of cypres under the Transfer of Property Act, 1882, is provided under
- Section 48
 - Section 38
 - Section 28
 - Section 18
36. Under the provision of the Transfer of Property Act, 1882, the unborn person acquires vested interest on transfer for his benefit
- Upon his birth
 - 7 days after his birth
 - Just 2 days after his birth
 - No such provision is made in the Act

37. A transfers property to B for life and after his death to C and D, equally to be divided between them, or to the survivors of them. C dies during life of B. D survives B. At B's death the property
- shall pass to any person
 - shall pass to D
 - shall pass to person who is specifically named in transfer
 - none of the above.
38. In case of transfer of property under the Transfer of Property Act, 1882, if the ulterior disposition is not valid then
- the prior disposition is affected by it
 - the prior disposition is not affected by it
 - no such provision is given
 - none of the above
39. A gives Rs 500 to B on condition that he shall marry A's daughter C. At the date of the transfer C was dead. The transfer is
- Void
 - Valid
 - Voidable
 - Invalid
40. The foundation of doctrine of election under the Transfer of Property Act, 1882 is that a person taking the benefit of an instrument
- must bear the burden
 - must not bear the burden
 - must bear the burden absolutely
 - burden is not the subject of
41. In the Transfer of Property Act, 1882, sections 33 to 37 apply to both immovable and movable property whereas sections 38 to 53 apply to
- movable property only
 - immovable property
 - both movable and immovable property
 - none of the above
42. Under the Transfer of Property Act, 1882, transfer where third person is entitled to maintenance is provided in
- Section 49
 - Section 29
 - Section 39
 - Section 59
43. The section 41 of the Transfer of Property Act, 1882, is the statutory application of the law of *estoppel*. The statement is
- True
 - False
 - Partly true
 - None of the above
- 44.** Within the meaning of section 48 of the Transfer of Property Act, 1882, the transfer cannot prejudice the rights of the transferee by any subsequent dealing with the property. This self-evident proposition is expressed in
- equitable maxim qui prior est tempore potiore est jure
 - quid pro co
 - bona fide transfer
 - none of the above
45. Which of the following is a leading case of lispendens in India
- Ram Das v. Debu
 - Sundarlal v. Gursaranlal
 - Faiyaz Hussain Khan v. Prag Narain
 - None of the above.
46. The terms good faith in section 51 of the Transfer of Property Act, 1882 is used in the light of
- Sales of Goods Act, 1930
 - The General Clauses Act, 1897
 - The Indian Contract Act, 1872
 - None of the above

47. The doctrine of part performance for sale of immovable property is envisaged under which section of the Transfer of Property Act, 1882?
- Section 43
 - Section 43A
 - Section 53
 - Section 53A
48. Under the provision of the Transfer of Property Act, 1882, which among the following is not a mortgagor's right
- Right to inspection and production of documents
 - Right to reasonable waste
 - Only (a) is correct
 - Both (a) and (b) are correct
49. Mortgagor's power to lease is given under
- Section 85 of TP Act, 1882
 - Section 75 of TP Act, 1882
 - Section 65 of TP Act, 1882
 - Section 65A of TP Act, 1882
50. Who among the following can claim legal subrogation?
- Puisne mortgagee
 - Co-mortgagor
 - Purchaser of equity of redemption
 - All of the above
51. Which statement is correct?
- Proposal + acceptance = promise
 - Promise + consideration = agreement
 - Agreement + enforceability = contract
 - All of the above
52. Past consideration is valid in:
- England only
 - India only
 - Both in India and England
 - Neither in India nor in England
53. Under the provision of Indian Contract Act, 1872, love and affection is an exception to the general rule?
- Past consideration is no consideration
 - A contract without consideration is void
 - Both are correct
 - None of the above
54. Under which section of the Indian Contract Act, 1872, the popular maxim "*Ignorantia juris non excusat*" is referred?
- Section 61
 - Section 52
 - Section 34
 - Section 21
55. Which of the following(s) is/are 'void agreement(s)' according to Indian Contract Act, 1872?
- An agreement in restraint of marriage
 - An agreement in restraint of trade
 - Both (a) and (b) are correct
 - Neither (a) nor (b) is correct
56. A owes money to B under a contract. It is agreed between A, B and C that B shall thenceforth accept C as his debtor instead of A. The consequence of the above agreements is that:
- The old debt of A to B is still conditional.
 - A new debt from C to B has been contracted.
 - C has to pay A the money received from B.
 - B has the option to pay the debt to A.

57. Section 131 of the Indian Contract Act, 1872 applies to
- Discharge of surety by variance in term of contract
 - Discharge of surety by release or discharge of principle debtor
 - Revocation of continuing guarantee
 - Revocation of continuing guarantee by surety's death
58. A agrees to buy from B a certain horse. Later it turns out that the horse is dead at the time of bargain. But neither A nor B was aware of the fact that the horse was dead. Such agreement is:
- Void
 - Voidable
 - Partly void
 - Partly voidable
59. In a valid contract, what comes first:
- Proposal
 - Promise
 - Acceptance
 - Enforceability
60. Pledge under the Indian Contract Act, 1872 has been defined as:
- a license to take possession of goods
 - an agreement to give possession of goods
 - bailment of goods as a security for payment of a debt or for performance of a promise
 - none of the above
61. Ratification of an act under Indian Contract Act:
- Has to be expressed only
 - Has to be implied only
 - Can be either expressed or implied
 - Has to be both expressed or implied
62. How many essential ingredients are there in a contract?
- 2
 - 3
 - 4
 - 5
63. A proposes by letter to sell a house to B. The communication is of the proposal is complete,
- When A makes such proposal
 - When B accepts the proposal
 - Both a and b
 - None of the above
64. Mistake of fact:
- Makes a contract voidable
 - Does not make a contract voidable
 - Makes a contract void
 - None of the above
65. A contract of insurance is in fact a contract of
- Urgency
 - Indemnity
 - Both (a) and (b)
 - Neither (a) nor (b)
66. Ram offers to sell his car for Rs. 1,00,000 to anyone who is willing to pay the price. Shyam finds the offer price reasonable and conveys his acceptance to Mohan, a very close friend of Ram, stating that the message should be conveyed immediately so that other prospective buyers may not accept the offer before him. Is there a binding acceptance by Shyam?
- No, because Shyam did not convey the message immediately.
 - No, because the message was not conveyed to Ram himself.
 - Yes, because the message was conveyed to a very close friend.
 - Yes, because Shyam has conveyed his acceptance.

67. Robert offers to sell his house to David for Rs. 10,00,000. Robert accepts all the terms and conditions for sale and Rs. 10 as advance for sale. Robert laughs and believing that David will pay the rest later on accepts the money. There is:
- No contract, because Rs. 10 is too small advance for buying a house worth Rs. 10,00,000.
 - No contract, because Robert takes it as a kind of joke.
 - Contract, because David paid a consideration of Rs. 10.
 - Contract, because David promises to pay the remaining amount later.
68. Priya offers to sell her book to Roma for Rs. 100. Roma says that she is willing to pay only Rs. 80. Priya says nothing. There is:
- A contract for sale at Rs.80.
 - A contract for sale at Rs. 100 since Priya says nothing to the change in the term of offer.
 - No contract for sale since Roma did not pay Rs.80 immediately.
 - No contract for sale since Roma has changed the term of offer.
69. Tomba says, "Chaoba, if you are willing to pay Rs. 500 for my gold watch now, I will give it immediately". Chaoba replied, "If you say so, I will give you Rs. 500 now". Tomba says, "Okay". There is:
- An agreement for sale since Tomba says okay.
 - No agreement for sale since Tomba did not pay Rs. 500 immediately.
 - No agreement for sale since Rs. 500 is too small for the gold watch.
 - No agreement for sale since Tomba believes that Chaoba does not have Rs. 500 at that time.
70. Henry, aged 17 years, and Sally, aged 17 years, agree to marry each other. The agreement is:
- Valid, since both agree to the marriage.
 - Voidable, at the option of Henry.
 - Voidable, at the option of Sally.
 - Void, being unlawful.
71. Ibohal made a written contract with Boyai whereby Boyai has to paint the house of Ibohal for which he will get Rs. 20,000. Shortly after signing the contract, Boyai told Ibohal, "after the job is done, give the money to my daughter Sana. Since she is marrying soon, I want to give her a surprise gift". Sana is aware of the statement and later she marries. Soon thereafter Boyai asks Ibohal to pay him the amount instead of paying his daughter, since her husband is a drunkard. Against whom can Sana enforce her agreement to pay her Rs. 20,000:
- Ibohal
 - Boyai
 - Both Ibohal and Boyai
 - Neither Ibohal nor Boyai
72. In the above illustration, what is the best argument in favour of Sana's being able to enforce the agreement to pay her Rs. 20,000.
- Doctrine of Promissory Estoppel
 - Doctrine of Fraud
 - Sana married in reliance to the promise to pay.
 - Sana is a third party beneficiary.
73. An agreement is a:
- Promise with consideration
 - Promise only
 - Proposal only
 - Offer only

74. An agreement enforceable by law is a:
- Reciprocal promise
 - Mere agreement
 - Contract
 - Quasi contract
75. A contract which ceases to be enforceable by law becomes void when:
- It becomes a contract.
 - It ceases to be enforceable.
 - It becomes invalid.
 - It becomes voidable.
76. The Limitation Act, 1963 applies to
- proceedings before the courts
 - Proceedings before an executive authority
 - Proceedings before a quasi-judicial tribunal
 - All of the above
77. Under the Limitation Act, 1963, the court has no..... power, outside the Act, to relieve a litigant from the provisions of the Act
- general
 - inherent
 - over-riding
 - general or inherent or over-riding
78. The delay under the provision of Limitation Act, 1963, can be condoned on
- an oral application
 - a verbal application
 - a written application
 - either (a) or (b) or (c)
79. The Limitation Act, 1963, does not apply to
- Industrial Tribunal
 - Labour courts
 - Both (a) and (b)
 - Neither (a) nor (b)
80. Limitation for filing an appeal commences from
- the date of signing of the decree
 - the date of judgement
 - the date of application for copy of the judgement
 - the date of availability of copy of the judgement
81. For a suit filed by or on behalf of Central Government or any State Government, the period of limitation is
- one year
 - three years
 - twelve years
 - thirty years.
82. Period of limitation for enforcement of a decree of mandatory injunction is
- 1 year
 - 2 years
 - 3 years
 - 12 years
83. The easement rights over the property belonging to the Government are acquired by continuous and uninterrupted user for thirty years, is provided under
- Section 5 of Limitation Act
 - Section 15 of Limitation Act
 - Section 25 of Limitation Act
 - Section 35 of Limitation Act
84. Acknowledgement made by a person other than a person under liability is good if
- the person making it is the master of the person under liability
 - the person making it is relative of the person under liability
 - the person making it is a servant of the person under liability
 - the person making it is an agent of the person under liability

85. Period of limitation for suits relating to immovable property is
- 3 years to 12 years
 - 12 years
 - 3 years to 30 years
 - 30 years
86. 'Time requisite' under section 12(2) of Limitation Act means
- minimum time
 - maximum time
 - actual time taken
 - absolutely taken time.
87. Period during which proceedings stand stayed by an injunction or order is excluded under
- section 35 of Limitation Act
 - section 25 of Limitation Act
 - section 5 of Limitation Act
 - section 15 of Limitation Act.
88. An application for condonation of delay under section 5 Limitation Act
- has to be considered by the court on merits, however the order may not be passed with reasons
 - has to be considered by the court on merits, however it is discretionary for the to pass order with or without reasons
 - has to be considered by the court on merits and order has to be passed with reasons
 - has to be considered by the court on merits, however the order need not be passed with reasons.
89. In which of the following cases the Supreme Court held that the concept such as "liberal approach", "justice oriented approach", "substantial justice" cannot be employed to jettison the substantial law of limitation.
- Shakuntala Devi Jain v. Kuntal Kumari (1869)
 - Lanka Venteswarlu v. State of Andhra Pradesh (2011)
 - Nasiruddin v. Sita Ram Agarwal (2003)
 - Basudev Dogra v. Anupam Dogra (2003)
90. Time excluded has to be considered on the basis of
- Information available from the copy judgement/decree placed on record
 - Information as to copies obtained by the parties for court purposes
 - Information as to copies obtained by the parties for others purposes
 - Information as to copies not placed on record but made available to the court.
91. Period of limitation for a review of the judgement is
- 180 days
 - 90 days
 - 60 days
 - 30 days
92. An acknowledgement
- Extinguishes the original cause of action
 - Creates a new cause of action
 - Merely confirm a liability
 - All of the above.

93. Where a plaintiff has been prosecuting with due diligence and in good faith, another civil proceeding, relating to the same matter in issue, in a court which, from defect of jurisdiction is unable to entertain it, the period so spent by the plaintiff is liable to be executed in computing the period of limitation for a suit, under
- Section 44 of the Limitation Act
 - Section 34 of the Limitation Act
 - Section 24 of the Limitation Act
 - Section 14 of the Limitation Act.
94. A judgement was passed on 10-7-2016, and the decree prepared on 25-7-2016. An application for certified copy was made on 11-7-2016 and the certified copy was ready on 1-8-2016, and delivery of certified copy was taken on 5-8-2016, under section 12 of the Limitation Act, the period to be excluded is
- 10-7-2016 to 1-8-2016
 - 10-7-2016 to 5-8-2016
 - 11-7-2016 to 1-8-2016
 - 11-7-2016 to 5-8-2016.
95. An appreciation for special leave to appeal to the Supreme Court can be filed within
- 30 days to 180 days depending upon the subject-matter
 - 30 days to 90 days depending upon the subject-matter
 - 60 days to 180 days depending upon the subject-matter
 - 60 days to 90 days depending upon the subject-matter.
96. A suit for arrears of maintenance can be filed within
- One year
 - Two years
 - One to three years
 - Three years.
97. In which of the following cases the Supreme court held that 'starting point of limitation commences from date when possession becomes adverse but not from date when right of ownership arises'
- Basudev Dogra v. Anupam Dogra (2003)
 - Vasantiben Prahaladji Nayak v. Somnath Muljibhai Nayak (2004)
 - Anant Narayan Choksi v. S.N. Choksi (2002)
 - N. Narayanan v. P. Narayanan (2001)
98. Period of limitation for suits relating to trusts and trust property is
- 1 year
 - 1 year to 3 years
 - 3 years to 12 years
 - 12 years to 30 years
99. Which is not correct of law of limitation
- Limitation bars the judicial remedies
 - Limitation is negative in its operation
 - Limitation is procedural law
 - Limitation bars the extra judicial remedies
100. Section 17 of Limitation Act, 1963, does not apply to
- Civil proceedings
 - Criminal proceedings
 - Execution proceedings
 - None of the above.

Question Ends