**Punjab Civil Service Examination 2012**

**Judicial Branch**

**Civil Law Paper – I**

**Time: Three Hours Maximum Marks : 200**

**Notes:**

1. **Candidates are required to attempt all questions in the same seriatum as they appear.**
2. **Marks are indicated against each question.**
3. **Support your answers with relevant provisions and case law.**
4. **No extra Answer Sheet will be provided.**

Q.1.

1. Draft a plaint giving details in a suit for the recovery of damages for Malicious Prosecution.
2. Describe the four essentials of a suit and the inter relationship between them in the Code of Civil Procedure, 1908?
3. What is foreign Judgment? Under what circumstances is it conclusive?

Q.2.

1. The Code of Civil Procedure is a handmaid of justice. Discuss and illustrate with specific reference to provisions relating to Civil Suits against Public Nuisance, Class Action or instituted in Representative Capacity.
2. What errors in a judgment, decree or order can be corrected by the court after singing and pronouncing the same without there being an application made for review?
3. Can a Government employee or a legal practitioner be granted license as a petition-writer? Whether a licensed petition-writer can engage himself in business or trade? If so, on what condition?

Q.3.

1. A contract is a private relationship between the parties who make it, and no other person can acquire rights or incur liabilities under it. Explain.
2. On April 10, 1990 ‘A’ offered to ‘B’ to sell this car for sixty thousand rupees. ‘B’ was asked to signify his acceptance by April 18, 1990. On April 12, 1990 ‘A’ sod his car to ‘C’ for seventy thousand rupees. This he did without revoking his offer to ‘B’. However, ‘B’ came to know of this fact through other sources on April 14, 1990. Still he signified his acceptance of the offer on April 16, 1990. Has this resulted into a binding agreement between ‘A’ and ‘B.’
3. ‘A’ sues ‘B’ on a bill of exchange. ‘B’ alleges that ‘A’ has wrongfully neglected to insure ‘B’s goods and is liable to compensate him, which he claims to set-off. Answer with reasons.
4. What is the distinction between a contract for work or service and a contract for sale? Give reasons with the support of case law.

Q.4.

1. Ms. Nila, Mr. Chhahata and Ms. Nadi entered into an agreement to carry on business for profit. An application under Section 58 of the Partnership Act, 1932, complete in all respects and as per the due procedure was sent to the Registrar of the Firms. However, pending the receipt of certificate of registration they started their business the business continued for 2 months. Then due to sudden demise of Mr. Chhahata, his son Mr. Ghata was admitted to the partnership. Since the registration certificate has not been received they could not intimate about the reconstitution of the partnership Firm. After 6 months, Mr. Ghata wanted the partnership to be dissolved. Other two partners refused to dissolve. Mr. Ghata filed a suit before the civil court. Frame issues, argue the matter for both sides [i.e., Mr. Ghata on one side and Ms. Nila and Ms. Nadi on the other] and decide.
2. The statement of a dead person or who cannot be found, which is already proved and admitted in evidence, cannot be impeached or discredited for the reason that the presence of such person cannot be secured to counter the allegations leveled against him, do you subscribe to this view? If so, give the reasons in support.
3. What are the attributes of a valid Tender of Rent? Can the Rent be tendered through post or money order?

Q.5. Answer the followings:

1. Copies of documents are admitted in a court of first instance without objection. Can objection to their admissibility afterwards be taken in a court of appeal?
2. A document is per-se inadmissible. Can it be objected in appeal?
3. Nothing precludes the Civil Court from awarding suitable damages in a suit for perpetual or mandatory injunction when the cause of action is based on actionable claim, even if no such damages have been claimed by the plaintiff. Will it be permissible for the court to award damages in a case where it has declined to grant injunction to the plaintiff? Explain with reasons with reference to provisions of the statute.
4. “A contract to refer present or future differences to ‘Arbitration’ is also specifically enforceable” – give reasons for or against this statement.