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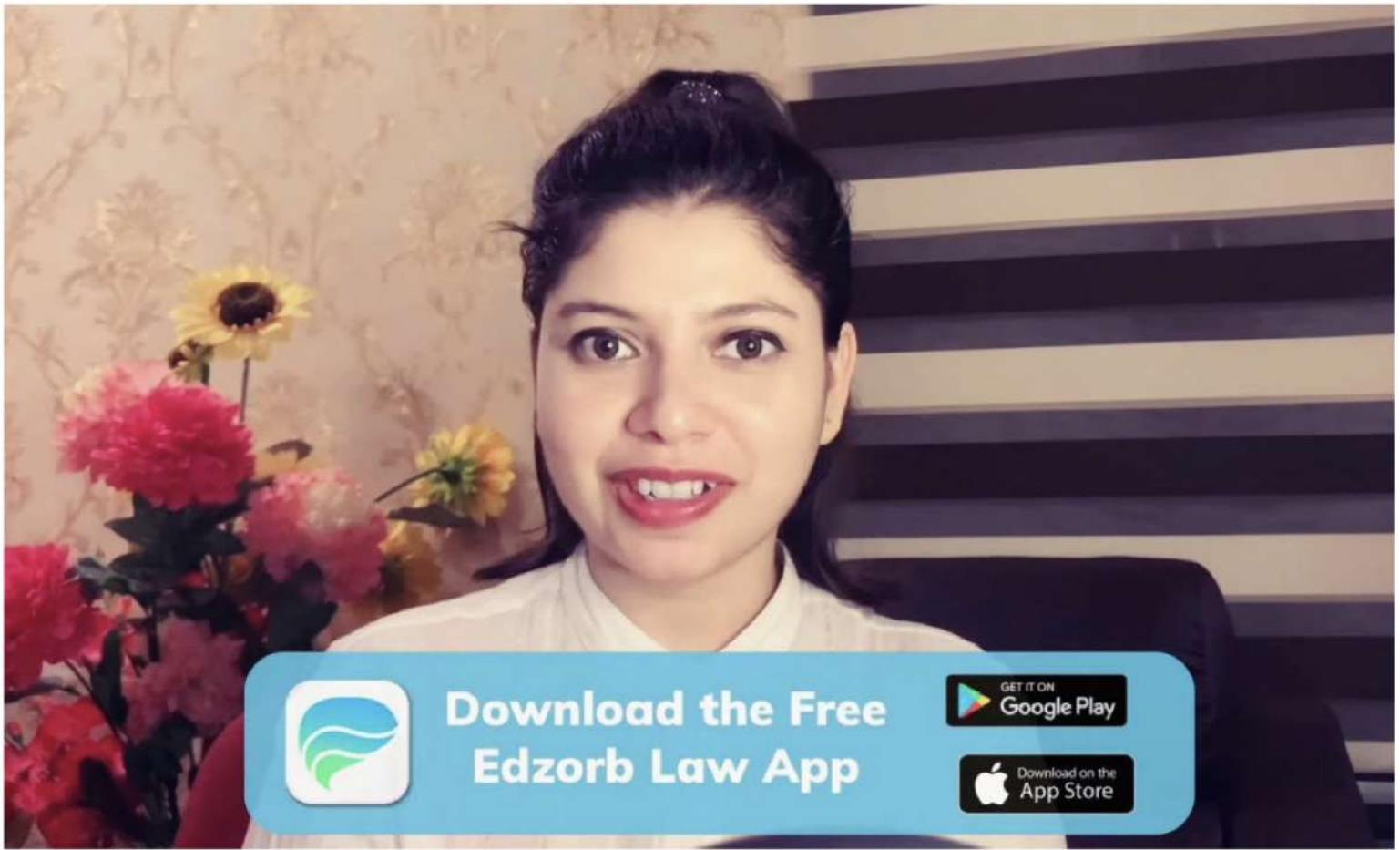


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MP CIVIL JUDGE CLASS-2 (ENTRY LEVEL) MAIN EXAM-2019

LAW PAPER-I

CONSTITUTION OF INDIA

1. Discuss right to freedom of religion under constitution of India and explain its limitations.

Source: Edzorb law, MP Mains Blueprint, **Subject:** Constitution of India, **Page No. 1**, 100% Strike Rate

2. Describe the Fundamental Duties provided under the Constitution of India?

Source: Edzorb law, MP Mains Blueprint, **Subject:** Constitution of India, **Page No. 3**, 100% Strike Rate

3. Describe "preamble of Constitution of India" in brief.

Source: Edzorb law, MP Mains Blueprint, **Subject:** Constitution of India, **Page No. 2**, 100% Strike Rate

CIVIL PROCEDURE CODE, 1908

4. Explain the law relating to transfer of decree to another Court for execution?

Source: Edzorb law, MP Mains Blueprint, **Subject:** Civil Procedure Code, **Page No. 8**, 100% Strike Rate

5. Discuss legal provisions relation to appointment & duties of Receiver? When collector may be appointed as Receiver?

Source: Edzorb law, MP Mains Blueprint, **Subject:** Civil Procedure Code, **Page No. 8**, 100% Strike Rate

6. Discuss the scope of “cross-objection” under order 41 Rule 22 of the CPC?

TRANSFER OF PROPERTY ACT, 1882

7. Describe the law relating to Gift. When Gift may be suspended or revoked?

Source: Edzorb law, MP Mains Blueprint, **Subject:** Transfer of Property, **Page No. 25**, 100% Strike Rate

8. What is “Actional Claim” & how it can be transferred?

9. What is rule against “perpetuity”?

Source: Edzorb law, MP Mains Blueprint, **Subject:** Transfer of Property, **Page No. 24**, 100% Strike Rate

INDIAN CONTRACT ACT, 1872

10. “An agreement to do an act impossible in itself is void.” Referring this statement, explain the ‘doctrine of frustration’ and specific grounds of frustration?

Source: Edzorb law, MP Mains Blueprint, **Subject:** Indian Contract Act, **Page No. 4**, 100% Strike Rate

11. Write a short note on “Wagering contract”.

Source: Edzorb law, MP Mains Blueprint, **Subject:** Indian Contract Act, **Page No. 5**, 100% Strike Rate

12. Define & discuss Bailment, bailor & bailee with reference to relevant legal provisions.

Source: Edzorb law, **Simplified Notes**, **Subject:** Indian Contract Act, 100% Strike Rate

SPECIFIC RELIEF ACT, 1963

13. What contracts can be specifically performed under the Specific Relief Act, 1963? Explain the rescission of contracts with instruction.

Source: Edzorb law, MP Mains Blueprint, **Subject:** Specific Relief Act, **Page No. 23**, 100% Strike Rate

14. What is “Substituted performance of contract”? Discuss.

Source: Edzorb law, MP Mains Blueprint, **Subject:** Specific Relief Act, **Page No. 22**, 100% Strike Rate

15. What do you understand by a declaratory decree? What is its practical utility?

Source: Edzorb law, MP Mains Blueprint, **Subject:** Specific Relief Act, **Page No. 23**, 100% Strike Rate

LIMITATION ACT, 1963

16. Once time has begun to run, no subsequent disability stops it. Discuss.

Source: Edzorb law, MP Mains Blueprint, **Subject:** Limitation Act, **Page No. 18**, 100% Strike Rate

17. Define “Written Acknowledgement” & discuss its effects.

Source: Edzorb law, **Simplified Notes**, **Subject:** Limitation Act, 100% Strike Rate

MIXED

18. Write Shorts notes on:-

- a. Difference between charge and lien
- b. Suit by indigent person.
- c. Fraudulent Transfer

Source: Edzorb law, **Mains Blueprint & Simplified Notes**,
Subject: Transfer of Property, Civil Procedure Code, 100%
Strike Rate



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MP CIVIL JUDGE CLASS-2 (ENTRY LEVEL) MAIN EXAM-2019

LAW PAPER-III

M.P. ACCOMODATION CONTROL ACT, 1961

1. Under what circumstances an appeal lie against the order of Rent controlling authority? Explain the provision related to second appeal.

Source: Edzorb law, MP Blueprint, **Subject:** MP Accomodation Act, **Page No.26**, 100% Strike Rate

2. Is there any provision in the M.P. Accommodation Control Act, 1961 for letting an accommodation for a limited period? If so, explain the relevant provision.

Source: Edzorb law, **Simplified Notes**, **Subject:** MP Accomodation Act, 100% Strike Rate

3. Explain the special obligations of landlords with respect to tenanted premises

Source: Edzorb law, **Simplified Notes**, **Subject:** MP Accomodation Act, 100% Strike Rate

M.P. Land Revenue code, 1959

4. How Nistar Patrak is prepared? What are the matters which shall be provided for in the Nistar Patrak?

Source: Edzorb law, MP Blueprint, **Subject:** MP Accomodation Act, **Page No.28**, 100% Strike Rate

5. What is meant by “Improvement” with reference to a holding? What is included in “Improvement” and what is not included in “Improvement”.

Source: Edzorb law, **Simplified Notes**, **Subject:** MP Accomodation Act, 100% Strike Rate

6. What is the prodedure for diversion of land? When can an applicant presume that the permission is granted? When is permission for diversion not required?

Source: Edzorb law, MP Blueprint, **Subject:** MP Accomodation Act, **Page No.28**, 100% Strike Rate

INDIAN EVIDENCE ACT

7. When and do what extent is evidence of character relevant and admissible in civil and criminal proceeding? Is a previous conviction relevant against the accused? If yes, then when?

Source: Edzorb law, MP Blueprint, **Subject:** MP Accomodation Act, **Page No.31**, 100% Strike Rate

8. Describe judge’s Power to put question or order production of any document or thing under section 165 of the Indian Evidence Act, 1872?

Source: Edzorb law, MP Blueprint, **Subject:** MP Accomodation Act, **Page No.30**, 100% Strike Rate

9. When & how may a witness refresh his memory? Explain referring to case laws.

Source: Edzorb law, MP Blueprint, **Subject:** MP Accomodation Act, **Page No.30**, 100% Strike Rate

INDIAN PENAL CODE, 1860

10. Explain 'preparation to commit crime' and 'attempt to commit crime', and point out the distinction between them.

Source: Edzorb law, **Simplified Notes**, **Subject:** Indian Penal Code, 100% Strike Rate

11. Define criminal force, hurt and grievous hurt?

Source: Edzorb law, Indian Penal Code, **Subject:** Indian Penal Code, **Page No. 16**, 100% Strike Rate

12. What is "Forgery". When is a person said to have made a false document?

Source: Edzorb law, Indian Penal Code, **Subject:** Indian Penal Code, **Page No. 17**, 100% Strike Rate

CRIMINAL PROCEDURE CODE 1973

13. For what offences or accused persons, Plea Bargaining under Chapter XXI-A of Code of Criminal Procedure. 1973 is applicable?

Describe the guidelines provided under Section 265C of Criminal Procedure for mutually Satisfactory disposition of Criminal case on the basis of plea bargaining.

Source: Edzorb law, MP Mains Blueprint, **Subject:** Criminal Procedure Code, **Page No. 12, 100% Strike Rate**

14. Distinguish between cognizable and non-cognizable offence.

Source: Edzorb law, **Simplified Notes, Subject:** Criminal Procedure Code, **100% Strike Rate**

15. Describe the power of Criminal Courts to inflict punishments?

Source: Edzorb law, MP Mains Blueprint, **Subject:** Criminal Procedure Code, **Page No. 12, 100% Strike Rate**

Negotiable Instruments Act, 1881

16. Explain the Law relating to cognizance of offence under Section 138 of the Negotiable Instruments Act, 1881.



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M.P. ACCOMMODATION CONTROL ACT, 1961
म.प्र. स्थान नियंत्रण अधिनियम, 1961

1. Under what circumstances does an appeal lie against the order of Rent controlling authority ? Explain the provision related to second appeal. 8
भाड़ा नियंत्रक प्राधिकारी के आदेश के विरुद्ध अपील किन परिस्थितियों में प्रस्तुत की जा सकेगी ? द्वितीय अपील से संबंधित प्रावधान की व्याख्या करें।
2. Is there any provision in the M.P. Accommodation Control Act, 1961 for letting an accommodation for a limited period? If so, explain the relevant provision. 4
क्या म. प्र. स्थान नियंत्रण अधिनियम, 1961 में सीमित समय के लिए भवन किराये पर दिए जाने का कोई प्रावधान है? यदि हाँ तो सुसंगत प्रावधान को स्पष्ट कीजिए।
3. Explain the special obligations of landlords with respect to tenanted premises. 4
किराएदारी परिसर के संदर्भ में भू-स्वामियों की विशेष बाध्यताओं का वर्णन करें?

M.P. LAND REVENUE CODE, 1959
म.प्र. भू-राजस्व संहिता, 1959

4. How *Nistar Patrak* is prepared? What are the matters which shall be provided for in the *Nistar Patrak*? 8
निस्तार पत्रक कैसे तैयार किया जाता है? निस्तार पत्रक में किन विषयों के संबंध में उपबंध किया जावेगा?
5. What is meant by "Improvement" with reference to a holding? What is included in "Improvement" and what is not included in "Improvement". 4
किसी खाते के संदर्भ में "सुधार" से क्या अभिप्राय है? "सुधार" में क्या-क्या शामिल है और क्या-क्या शामिल नहीं है?
6. What is the procedure for diversion or Land? When can an applicant presume that the permission is granted? When is permission for diversion not required? 4
भूमि के व्यपवर्तन की क्या प्रक्रिया है? एक आवेदक कब अनुमति दिए जाने की उपधारणा कर सकेगा ? कब व्यपवर्तन के लिए अनुमति आवश्यक नहीं है ?

INDIAN EVIDENCE ACT, 1872
भारतीय साक्ष्य अधिनियम, 1872

7. When and to what extent is evidence of character relevant and admissible in Civil and criminal proceedings ? Is a previous conviction relevant against the accused ? if yes, then when ? 8
सिविल एवं आपराधिक कार्यवाहियों में शील की साक्ष्य कब और किस सीमा तक सुसंगत एवं ग्राह्य है ? क्या कोई पूर्व दोषसिद्धि अभियुक्त के विरुद्ध आपराधिक विचारण में सुसंगत है? यदि हाँ, तो कब ?
8. Describe Judge's Power to put questions or order production of any document or thing under section 165 of the Indian Evidence Act, 1872 ? 4
भारतीय साक्ष्य अधिनियम, 1872 की धारा 165 के अंतर्गत प्रश्न करने या दस्तावेज या किसी वस्तु को प्रस्तुत करने का आदेश देने की न्यायाधीश की शक्ति का वर्णन कीजिए।
9. When & how may a witness refresh his memory? Explain referring to case laws. 4
एक साक्षी अपनी "स्मृति" कब और कैसे ताजा कर सकता है? न्यायदृष्टान्तों का संदर्भ देते हुए स्पष्ट करें?

INDIAN PENAL CODE, 1860
भारतीय दण्ड संहिता, 1860

10. Explain 'preparation to commit crime' and 'attempt to commit crime', and point out the distinction between them. 8
'अपराध कारित करने की तैयारी' और 'अपराध कारित करने का प्रयास' की व्याख्या करें और उनके मध्य अंतर को इंगित कीजिए।
11. Define criminal force, hurt and grievous hurt ? 4
आपराधिक बल, उपहति एवं घोर उपहति की परिभाषा दीजिए ?
12. What is "Forgery". When is a person said to have made a false document ? 4
"कूट रचना" क्या है? कब किसी व्यक्ति के बारे में कहा जाता है कि उसने मिथ्या दस्तावेज की रचना की है?

CRIMINAL PROCEDURE CODE, 1973
दण्ड प्रक्रिया संहिता, 1973

13. For what offences/ or accused persons, Plea Bargaining under Chapter XXI-A of Code of Criminal Procedure, 1973 is applicable? 8

Describe the guidelines provided under Section 265C of Code of Criminal Procedure for mutually satisfactory disposition of Criminal cases on the basis of Plea Bargaining.

सौदा अभिवाक से संबंधित दण्ड प्रक्रिया संहिता, 1973 का अध्याय 21-क कौन से अपराधों या अभियुक्त व्यक्तियों पर लागू होता है ?

दण्ड प्रक्रिया संहिता, 1973 की धारा 265ग के अंतर्गत सौदा अभिवाक के अंतर्गत दण्डिक प्रकरणों के पारस्परिक संतोषप्रद निराकरण के लिए दिए गए मार्गदर्शी सिद्धांतों का वर्णन कीजिए।

14. Distinguish between cognizable and non-cognizable offence. 4

संज्ञेय तथा असंज्ञेय अपराध में विभेद कीजिए।

15. Describe the Powers of Criminal Courts to inflict punishments? 4

दण्डिक न्यायालयों की दण्डादेश अधिरोपित करने संबंधी शक्तियों का वर्णन कीजिए।

NEGOTIABLE INSTRUMENTS ACT, 1881

परक्राम्य लिखत अधिनियम, 1881

16. Explain the Law relating to cognizance of offence under Section 138 of the Negotiable Instruments Act, 1881. 4

परक्राम्य लिखत अधिनियम, 1881 की धारा 138 के अंतर्गत अपराध के सज्ञान संबंधी विधि समझाइये।

17. Discuss in brief, how recording of evidence in N.I. Act cases differs from Criminal cases registered upon complaint. 4

परक्राम्य लिखत अधिनियम के अंतर्गत अभिलिखित की जाने वाली साक्ष्य एवं परिवाद पर संस्थित अन्य आपराधिक प्रकरणों में ली जाने वाली साक्ष्य के मध्य अन्तर की संक्षेप में व्याख्या करें।

MIXED

मिश्रित

18. Write Short-notes on / संक्षिप्त टिप्पणी लिखिये :-

(A) Withdrawal from prosecution 4

(अ) "अभियोजन का वापस लिया जाना"

(B) Cancellation of bail 4

(ब) जमानत का रद्दकरण

(C) Define "proved", "disproved" and "not proved". 4

(स) "साबित", "नासाबित" एवं "साबित नहीं हुआ" को परिभाषित कीजिए।

CONSTITUTION OF INDIA
भारत का संविधान

1. Discuss right to freedom of religion under constitution of India and explain it's limitations. 8
भारतीय संविधान के अन्तर्गत प्रदान की गई धार्मिक स्वतंत्रता की विवेचना करें एवं इसकी सीमाओं की व्याख्या करें ?
2. Describe the Fundamental Duties provided under the Constitution of India ? 4
भारत के संविधान में प्रावधानित मूलभूत कर्तव्यों का वर्णन कीजिए ?
3. Describe "Preamble of Constitution of India" in brief. 4
"भारतीय संविधान की उद्देशिका" के विषय में संक्षिप्त में विवरण दीजिये।

CIVIL PROCEDURE CODE, 1908
सिविल प्रक्रिया संहिता, 1908

4. Explain the law relating to transfer of decree to another Court for execution? 8
निष्पादन के लिए किसी अन्य न्यायालय को आज्ञापत्र के अंतरण से संबंधित विधि की व्याख्या करें।
5. Discuss legal provisions relating to appointment & duties of Receiver? When collector may be appointed as Receiver? 4
रिसीवर की नियुक्ति एवं कर्तव्यों से संबंधित विधिक प्रावधानों की विवेचना करें? कब कलेक्टर रिसीवर के रूप में नियुक्त किया जा सकता है?
6. Discuss the scope of "cross-objection" under order 41 Rule 22 of the CPC ? 4
आदेश 41 नियम 22 सी.पी.सी. के अधीन "प्रत्याक्षेप" की विवेचना कीजिए ?

TRANSFER OF PROPERTY ACT, 1882
संपत्ति अंतरण अधिनियम, 1882

7. Describe the law relating to Gift. When Gift may be suspended or revoked ? 8
दान से संबंधित विधि का वर्णन करें। कब दान को निलंबित या प्रतिसंहृत किया जा सकता है?

8. What is "Actionable Claim" & how it can be transferred? 4
अनुयोज्य दावे क्या हैं और यह किस प्रकार अन्तरित किए जा सकते हैं?

9. What is rule against "perpetuity" ? 4
"शाश्वतता" के विरुद्ध नियम क्या हैं ?

INDIAN CONTRACT ACT, 1872
भारतीय संधिदा अधिनियम, 1872

10. "An agreement to do an act impossible in itself is void." 8
Referring this statement, explain the 'doctrine of frustration'
and the specific grounds of frustration.

"वह करार, जो ऐसा कार्य करने के लिए हो, जो स्वतः असंभव है, शून्य है।"
इस कथन के सन्दर्भ में 'असम्भवता के सिद्धांत' को स्पष्ट कीजिए और
असम्भवता के विशिष्ट आधारों को बताइए।

11. Write a short note on 'Wagering contract'. 4
पंडम् करार पर संक्षिप्त टिप्पणी लिखिए।

12. Define & discuss Bailment, bailor & bailee with reference to 4
relevant legal provisions.

सुसंगत विधिक प्रावधानों के परिप्रेक्ष्य में "उपनिधान" "उपनिधाता" और
"उपनिहिती" को परिभाषित व विवेचित करें।

SPECIFIC RELIEF ACT, 1963
विनिर्दिष्ट अनुतोष अधिनियम, 1963
(Chapter I, II and VI to VIII)

13. What contracts can be specifically performed under the 8
Specific Relief Act, 1963? Explain the rescission of contracts
with illustrations.

विनिर्दिष्ट अनुतोष अधिनियम, 1963 के अंतर्गत कौन सी संधिदाओं का
विनिर्दिष्टतः अनुपालन कराया जा सकता है ? संधिदाओं के विखण्डन की
उदाहरण सहित व्याख्या कीजिए।

14. What is "Substituted performance of contract"? Discuss. 4
"संधिदा का प्रतिस्थापित पालन" क्या है? विवेचना करें ?

15. What do you understand by a declaratory decree? What is its
practical utility?

घोषणात्मक आज्ञाप्ति से आप क्या समझते हैं ? इसकी व्यावहारिक उपयोगिता क्या है ?

LIMITATION ACT, 1963
परिरीमा अधिनियम, 1963
(Part II & III)

16. Once time has begun to run, no subsequent disability stops it. Discuss. 4

“एक बार समय चलना प्रारम्भ हो जाए, तो पश्चात्कर्ती निर्योग्यता से वह नहीं रुकता।” व्याख्या करें।

17. Define “Written Acknowledgement” & discuss its effects. 4

“लिखित अभिसवीकृति” को परिभाषित करें और इसके प्रभाव की विवेचना करें।

MIXED
मिश्रित

18. Write Short-notes on / संक्षिप्त टिप्पणी लिखिये :-

(A) Difference between charge and lien 4

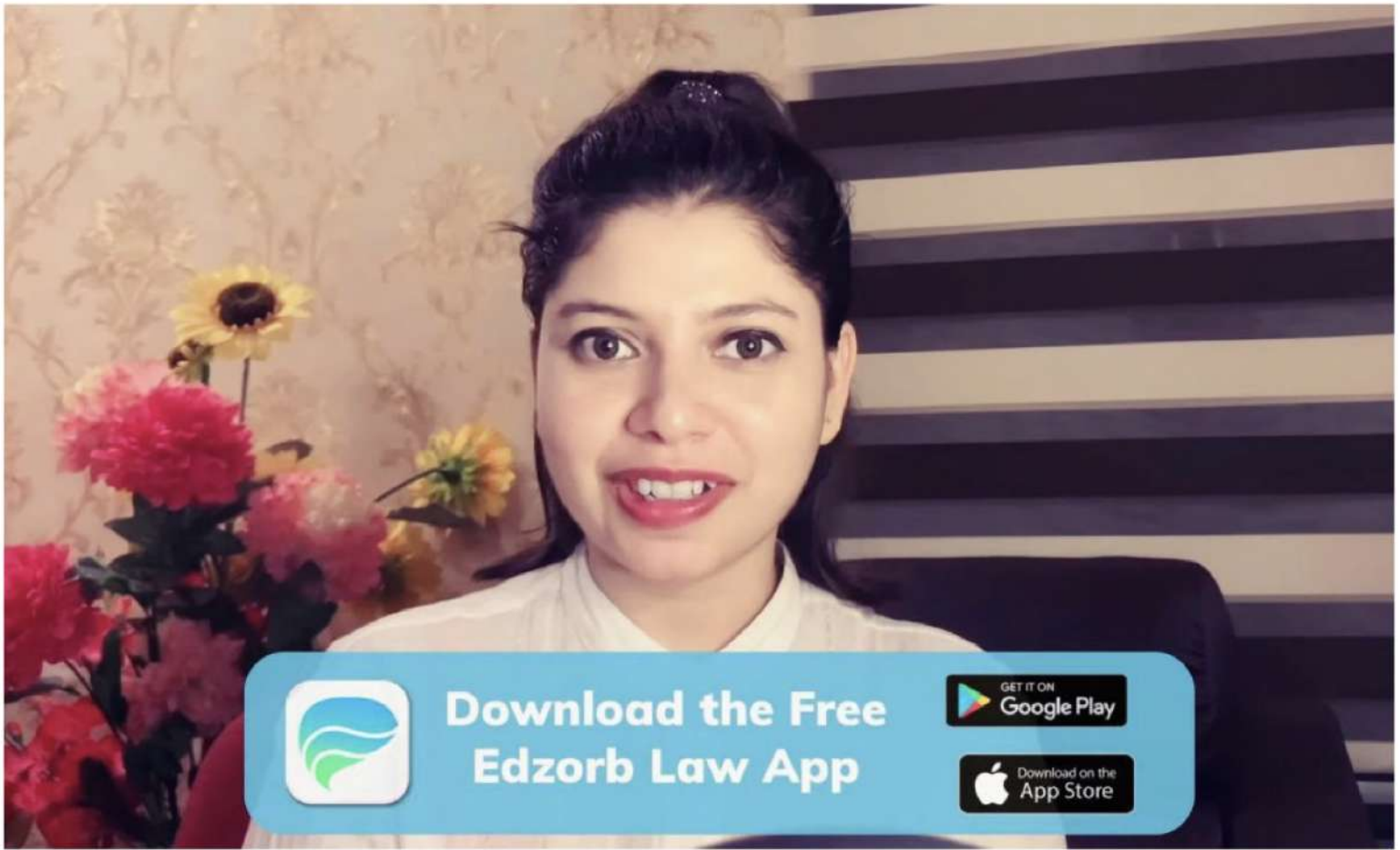
(अ) भार तथा धारणाधिकार में अंतर

(B) Suit by indigent person. 4

(ब) अकिंचन व्यक्ति द्वारा वाद।

(C) Fraudulent Transfer 4

(स) “कपटपूर्ण अन्तरण”



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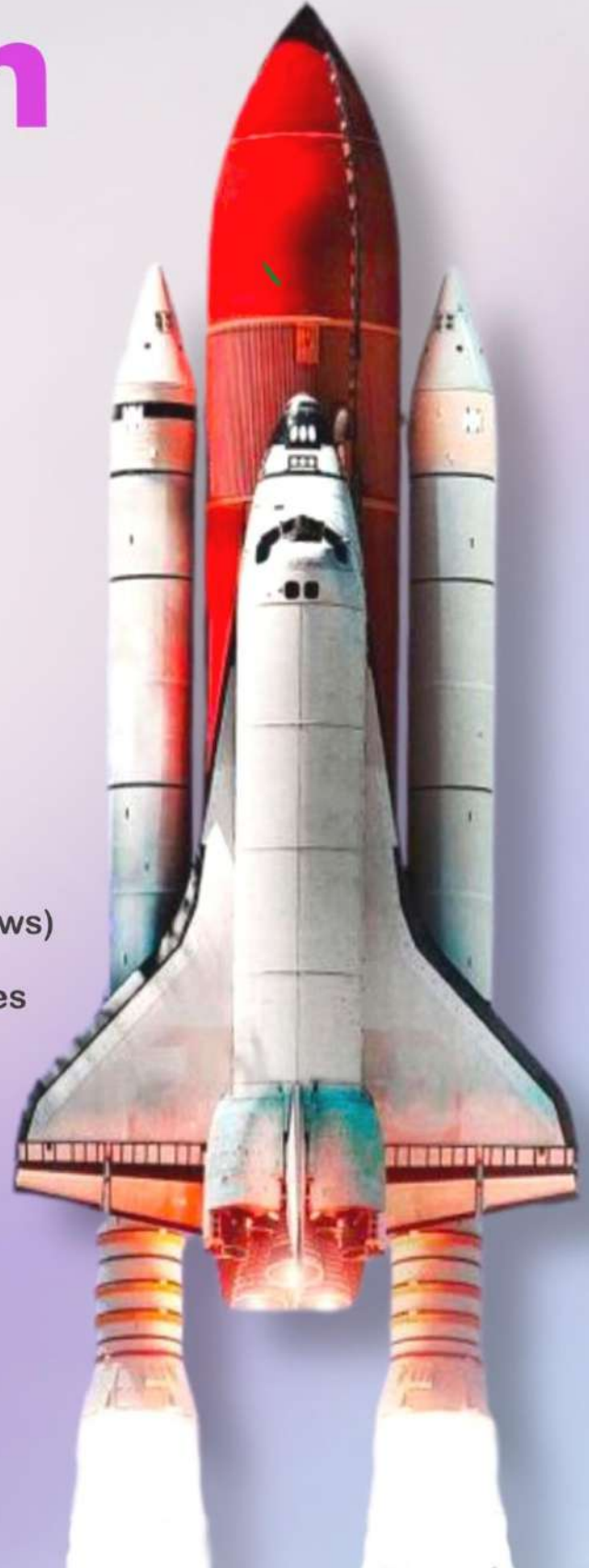
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Article 19(1)(a). Freedom of press means
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However, restrictions can be imposed on the
but those restrictions must stand in the interest of
In *Bennett Case* (Union of India (1972)), the Supreme Court
the freedom of the press embodies the right of the



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TOTAL MARKS:- Haryana Judicial Service Exam

Civil Law-1

95/200 (Total Marks - 200)

Q1 (a) A agrees to sell and deliver to B 500 kgs of sugar at the time rate of Rs 50 per kg on date X. On the same day, he agrees to sell and deliver to C a like quantity of sugar at the same rate on same date. Can B and C join together as plaintiffs in one suit against A and if not, then why not?

(b) Under which other provisions of CPC besides section 11, a second suit has been barred? Discuss briefly (25 marks)

(a) Introduction - The term 'suit' has not been defined in Civil Procedure Code. It is a civil proceeding instituted by presentation of a plaint.

The essential of suit are -

- 1) Parties to suit
- 2) Cause of Action
- 3) Relief/Remedy.

The presence of opposing parties is one of the essential of requirement of any

Parties to suit have been briefly described in Order 1 CPC. It is the first essential of suit. It contains addition, deletion, joinder, mis-joinder & non-joinder of parties.

Joinder of Parties -> The joinder of parties may arise with regards to plaintiffs or defendants. The question of joinder of parties arises only when an act is done by 2 or more persons or it affect 2 or more persons

eg - If A cause damage to B & C or B & C cause damage to A, then question of joinder of plaintiffs or defendants arise.

Joinder of Plaintiffs -> Order 1 Rule 1 of Civil Procedure Code provides joinder of plaintiffs. -> State the provision.

Krishnappa Vs. Shivappa -> essential requirements of any civil suit.

Civil suit is classified into 2 parts Body of the case & Rules



A enters contract → Salt → Released to deliver

It states that person may be joined as plaintiff if following conditions

1) The right to relief exist in each plaintiff arises out of same act or transaction.

2) Any common question of law or fact arise if such person brought separate suits.

Can file suit jointly
All of the above conditions should be fulfilled for joinder of plaintiffs. The main purpose behind joinder of plaintiff is to avoid multiplicity of suits and to avoid unnecessary expenses & wastage of time. *Harbajan Case.*

Illustration
Eg. A enters into agreement jointly with X and Y to 500 kg of salt. A refuses to deliver the goods. Here, both X and Y has a right to recover damages from A and said right arises out of same transaction. Also, common question of law & fact would arise. So, X and Y can file a suit jointly as plaintiff against A for damages.

Point
Bullet
Point
In the given case where A agrees to sell and deliver to B, 500 kgs of sugar at same time, rate & date as to C, only common question of law & fact would arise. The right of B and C is not arising out of same transaction hence, B and C cannot jointly file a suit as plaintiff against A as both conditions of joining as plaintiff i.e. Order 1 Rule 1 is not satisfied.

when can joinder of parties take place?

Conclusion → Joinder of cause of action is also given under Order 1 Rule 3 of Civil Procedure Code. Therefore, where there are 2 or more plaintiff & 2 or more cause of action, they can also be joined in 1 suit.

State the provision. *Situation Against Case*



(b) Introduction → The doctrine of Res-Judicata under Section

11 of Civil Procedure code lays down the following 3 principles upon which second suit is barred under CPC -

1) No man should be vexed twice for the same cause (Nemo Debet Bis Vexari Pro Una et Eadem Causa)

2) There should be an end to litigation (Interest Republicae ut sit finis litium)

3) Judicial decisions should be accepted as correct and final (Res Judicata Pro Veritate Occipitur)

Besides Section 11 of Civil Procedure code, there are various other provisions where second suit has been barred:

1) Section 12 of CPC - Bar to further suit:

This section also discourages litigation and multiplicity of suit. The party under this section cannot file a second suit for the same cause of action.

Order 2 Rule 2 of CPC - Suit to include the whole claim: It states that if the party is instituting a suit then that suit should contain whole claim.

No second suit shall be allowed under this order if the party institute the second suit including other part of the claim which he did not institute in former suit.

Order 9 Rule 9 of CPC - Decree against Plaintiff bars fresh suit: It states that if the suit is dismissed under Order 9 Rule 8 where only defendant appears before the court on date of hearing, the plaintiff shall be barred from instituting a second

Handwritten notes:
- Res-Judicata
- Veritate Occipitur
- Interest Republicae
- Nemo Debet Bis Vexari
- Doctrine is based on principle if matter is already decided by competent court has no one has the right to reopen it with subsequent suit.
- Essential of Resjudicata
- Subject matter, dispute, Res = it decided, judgment, etc.



suit on same cause of action. The plaintiff can apply to set aside the dismissal order.

The court will set aside the dismissal order if there was a sufficient cause for non-appearance of plaintiff.

Shree Prasad Singh vs. Ram Nandan Prasad.

4) Order 11 Rule 21 → Non compliance with order for discovery. If the plaintiff fail to comply with any order to answer interrogatories or for discovery/inspection of documents then his suit shall be dismissed for want of prosecution.

Duty of court

And if any suit is dismissed under Order 11 Rule 21, then plaintiff shall be precluded from instituting a second suit on same cause of action.

5) Order 22 Rule 9 → Effect of abatement or dismissal:

If the suit is abated or dismissed under this order then plaintiff shall be precluded from instituting a second suit on same cause of action. The plaintiff or his legal representative/assignee/receiver can apply for an order to set aside the abatement or dismissal.

For want of due diligence

6) Order 23 Rule 1 → Withdrawal of suit or abandonment of part of claim: If the plaintiff withdraw or abandon any suit or part of claim without any defect or sufficient ground then he shall be precluded from instituting a second suit on same cause of action.

at discretion of court

Conclusion: Res Judicata is the main principle under Section 11 of Civil Procedure Code which directly bars the plaintiff from instituting a second suit but there are also many other provisions which is further based on this principle.

Sec 11 of CPC applies to court proceeding



Q2 (a) The rules in rejection of a plaint are based as much on substantive grounds as on procedural reasons. Elaborate.

(b) The plaintiff delivered 1000 bags of potatoes to the defendant, the cold storage proprietor on certain conditions for preservation. The defendant did not fulfil all these conditions and thereby committed breach of contract. The plaintiff filed a suit for damages. The defendant filed counter claim. Discuss the effect of counter claim in the light of statutory provision and decided cases. (25 marks)

(a) Introduction: The rules regarding rejection of plaint has been provided under Order 7 Rule 11 of Civil Procedure Code.

→ State the provision.

The plaint shall be rejected for following reasons -

1) Where it does not disclose a cause of action →

Cause of action is the main reason for instituting a suit. So, if any plaint does not disclose a cause of action then it shall be rejected.

2) Where the relief claimed is undervalued →

If the plaintiff has claimed a relief which is undervalued and valuation is not corrected within the prescribed time then plaint shall be rejected by court.

3) Where plaint is insufficiently stamped →

If the plaint is insufficiently stamped and the plaintiff fails to stamp within prescribed time then the plaint shall be rejected.

Section 54 → Plaint is rejected even after numbered & substituted as a suit.

The defendant cannot be asked to file counter statement deciding on such application.

○ - U.I.R. 11(c)

Need to prove certain elements



Instruction 9, 2.

Grounds of case.

4) Where the suit appears from the statement in the plaint to be barred by any law →

O-7 R-11(d)

In such case, plaint is rejected if suit is barred by law. For eg → If the suit is against government and notice required by section 80 of Civil Procedure Code has not been given by the plaintiff then plaint shall be rejected.

Provision in Code

5) Where it is not filed in duplicate: According to section 26 and Order 4 of Civil Procedure Code, the plaint has to be filed in duplicate. If it is not filed in duplicate then it is rejected.

Case

6) Where the plaintiff fails to comply Rule 9:

Plaint is also rejected when court has ordered plaintiff to present as many copies of plaint to defendant within 7 days of such order and plaintiff fails to comply with this order under Order 7 Rule 9.

Substantive law refers to the rights and liabilities of the parties whereas Procedural Law refers to the procedure for enforcement of those rights and liabilities.

The rules given under rejection of plaint are based on combination of both substantive as well as procedural grounds.

Eg - The rule where the plaint is rejected where it does not disclose cause of action is based on substantive ground whereas the rule where plaint is rejected because it is not filed in duplicate is based on procedural ground.

Conclusion: Civil Procedural Code is a procedural law but the rules contained in rejection of plaint under CPC consists of substantive grounds as well.

O-6 R-16
Partial
↓
Suits
↓
Partial
↓
but not
↓
rejected
↓
of
↓
plaint
↓
Illustration
↓
not
↓
proper



Rules 6B to 6G
27th Law
Commission
report

(b) Introduction: Counterclaim is a claim made by the defendant in a suit against the plaintiff.
It has been given under Order 8 Rules 6A to 6G of Civil Procedure Code.

It is a claim independent of the plaintiff's claim which can be enforced by a cross-action. Counter-claim is to be treated as a plaint and the plaintiff can file written statement to answer it. **Amend Act 1976**

According to Order 8 Rule 6A of Civil Procedure Code, the right of counter-claim accrue either before or after filing of suit but before the defendant had delivered its defence.

Also, the counter-claim should not exceed the pecuniary limits of the jurisdiction of the court.

When
to
file
counter
claim
↓
Rule
6A

Case law: Rohit Singh vs State of Bihar →

Under this case, features of counter claim was given which are as follows -

- 1) Counter-claim should be directed against the plaintiff.
- 2) It can be filed even after written statement is filed.
- 3) It cannot be filed after framing of issues and closure of evidence.
- 4) It is not maintainable if solely against the co-defendants.

The period of limitation for counter-claim is provided under Section 3(2)(b) (ii) of Limitation Act.

Case law: Ashok Kobra vs Surendra Agnihotri →

Under this case, it was held that Limitation Act treats counter-claim as plaint because like a plaint, the limitation of counter-claim is also given.

Shankar vs. Haldhand case → O.S.-R.G.A → Not only limited to money suit.



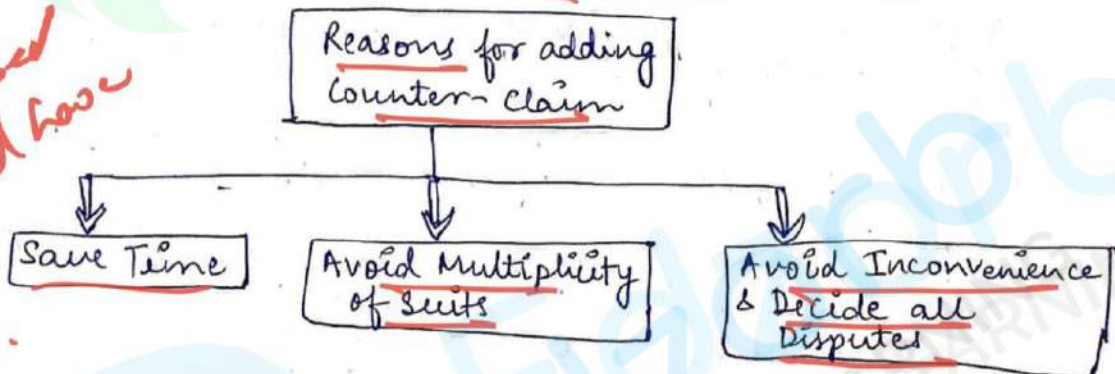
The defendant can set up a counter-claim in addition to his claim to set-off.

Difference between Set off & Counter-Claim →

<u>Set-off</u>	<u>Counter-Claim</u>
1) It has been given under <u>Order 8 Rule 6</u> .	1) It has been provided under <u>Order 8 Rule 6A to 6G</u> .
2) It is a defence against <u>plaintiff's action</u> .	2) It is a <u>cross-action against plaintiff</u> .
3) It should arise out of <u>same transaction</u> .	3) It need <u>not arise out of same transaction</u> .

Counter-claim was added by Amendment Act of 1976 on recommendation of Law Commission.

As well
could have
been
better.



Effect of counter-claim → According to Order 8 Rule 6D, even if the suit of plaintiff is dismissed or withdrawn, the counter-claim will be decided on merits and defendant will have a right to get decree for counter-claim under Order 8 Rule 6F.

Conclusion - counter-claim is an effective defence to defeat the relief sought by the plaintiff.

↳ explain how it can act as a tool for unnecessary delay on disposing of suit.



Q3 (a) What do you mean by set-off? Explain equitable set-off. Distinguish b/w legal and equitable set-off.

(b) What should the court do when plaintiff is present and the defendant is absent? What remedies are available to defendant in such cases? Where can an ex-parte decree be passed and when it be set-aside? (25 marks)

a) Introduction - 'set-off' means a cross-claim which partly offsets the original claim. It has been provided up Order 8 Rule 6 of Civil Procedure Code, 1909.

Conditions require for set-off →

1) It should be legally recoverable by the claimant,

2) The amount claimed for set-off must be certain amount.

3) It must not exceed the pecuniary jurisdiction of the court

4) Both the parties should have the same character of the claim for set-off.

Jitendra Kumar v/ Peerless General Finance

In this case, 2 conditions were stated for application of this rule -

i) It must be for recovery of money.

ii) The amount for which set-off is claimed must be certain amount.

Set-off
↓
claim by
defendant
against
plaintiff
or plaintiff
claim against
defendant.

Recoverable
in case of
more sum
One
defendant

Effect
of
set-off.

Objection
??

It is not
exceed
pecuniary
limit of
the
court.



Types of set-off

Legal set-off

Equitable set-off

Distinction between legal and equitable set-off

Legal set-off

- 1) Legal set off must be for a certain sum.
- 2) In legal set-off, it is not necessary that the claim arise out of same transaction.
- 3) Legal set off can be claimed as a right.
- 4) Legal set off requires a court-fee.

Equitable set-off

- Equitable set off can be also for uncertain sum.
- In equitable set-off, claim arise out of same transaction.
- Equitable set-off cannot be claimed as a right.
- Equitable set off does not require court-fee.

Not mandatory cross demand arise out of same transaction

Mandatory cross demand arise out of same transaction

Equitable set-off - It is a claim between Plaintiff & Defendant that arise out of same transaction. There should be a connection between suits which makes it inequitable for defendant to file a separate suit.

Conclusion - Equitable set off is not claimed as a right and its court's discretion to allow such claim.

Not proper

Legal & equitable set off serve as path to protect the interest of defendant.



(b) Introduction - The procedure when only plaintiff is present & defendant is absent is given under Order 9 Rule 6 of Civil Procedure, Code, 1909.

Order 9 Rule 6 - Procedure when only plaintiff appears -

1) When summons were duly served - In this case, the court may make an order that suit shall be heard ex-parte.

2) When summons are not duly served - In this case, the court shall direct to issue summons again to defendant.

3) When summons served but not in due time - In this case, the court shall postpone the hearing of the suit.

4) Where summons were not served due to plaintiff's fault - The court shall order the plaintiff to pay the costs for such default.

Remedies available to defendant -

1) When defendant appears on adjourned day and provide sufficient cause for non-appearance -

If the court has adjourned the hearing of suit as ex-parte and defendant appears on adjourned day and provide a sufficient cause, then court may direct him to pay costs and proceed the suit as if he had appeared on hearing day.

Applying
Case

Consequence
of non
Appearance
of parties



This rule has been given under Order 9 Rule 7 of Civil Procedure Code, 1909.

2) Setting aside ex-parte decree against defendant-

The defendant may apply to court to set-aside the ex-parte order by satisfying the court that summons were not duly served to him or that there was sufficient cause for his non-appearance.

W
P

In this case, the court shall set-aside the ex-parte decree by directing him to pay costs. This rule has been given under Order 9 Rule 13 of Civil Procedure Code, 1909.

3) Appeal against decree passed ex-parte -

The defendant can also file an appeal against decree passed ex-parte.

If an appeal against decree passed ex-parte is dismissed then it shall lead to rejection Order 9 Rule 13 application for setting aside the ex-parte decree.

Conclusion - A decree can be passed ex-parte under Order 9 Rule 6 (1) of CPC and it can be set-aside under Order 9 Rule 13 of CPC.

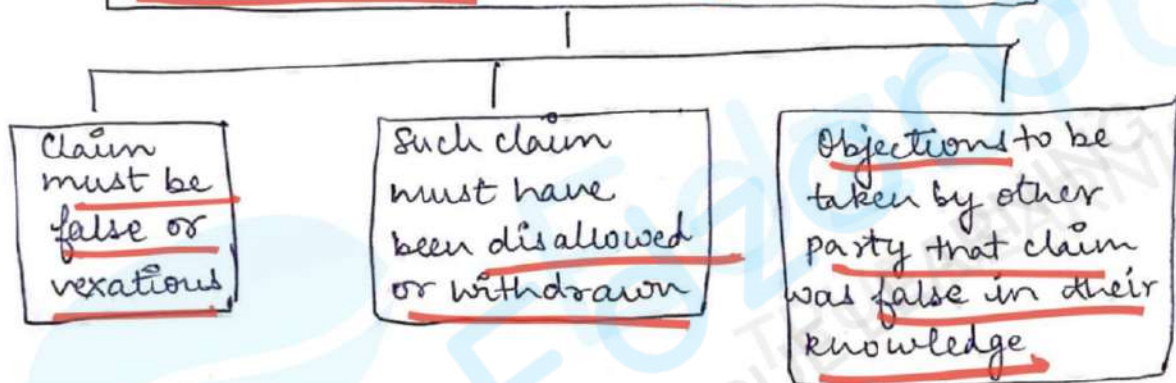


Q4 (a) when a civil court impose costs by way of compensation and cost for causing delay?
(b) when facts are essential in a notice u/s 580 CPC? what will be the effect upon the suit against the central government, state government or their officers, if the said notice is not given? (25 marks)

(a) Introduction - Civil Courts under Civil Procedure Code can impose costs by 2 ways -

1) Cost by way of Compensation - Court imposes compensatory costs in respect of false or vexatious claims. It has been given under Section 35 A of Civil Procedure Code, 1909.

Conditions for application of Section 35 A



Rule for Payment under Section 35 A -

- 1) It should not exceed Rs 3,000, OR
- 2) It should not exceed limits of pecuniary jurisdiction



2) Cost for causing delay -

The court has power to impose cost on party which is responsible for causing delay at any stage of proceeding.

It has been given under Section 35 B of Civil Procedure Code, 1909.

Only after the payment of cost, the court will proceed further with the suit.

Therefore, court shall not allow prosecution or defence if the party fails to pay the costs.

The court can extend time for payment of cost due to sufficient cause, party is unable to pay the cost.

Case law - Manohar Singh vs DS Sharma:

In this case, it was said that a suit cannot be dismissed for non-payment of costs.

An alternative remedy was given that to pass and award such cost instead of closing of evidence of witness.

Conclusion - Imposing of costs for smooth regulation of proceedings is important.

Not Proper



Section 80

(b) Introduction - Section 80 of Civil Procedure Code states that no suit will be instituted against government until the expiration of 2 months of notice in writing has been delivered to them.

Section describes two types of Cases

Delivery of Notice

In suit against central government → Secretary of Government

In suit against state Government → Secretary of Government or Collector of district

Suit against Central Government where it relates to Railway → General Managers of Railway

Base law → B. R. Sinha v/c State of MP

In this case, it was held that suit against government will be dismissed if 2 months prior notice is not served on them.

Chandor Karf Case

object of Notice



14 Marks
Comp. report of Sec. 80

Essential Requirement of Notice under Section 80

1) Name,
Description
& Residence
of Plaintiff

2) Cause
of Action
& Relief

3) Notice has
been served
to appropriate
authority

4) Suit is instituted
after notice being
served to Government

Q. 12
Comp. report

These facts are essential in a notice under section 80 of Civil Procedure Code, 1909.

If any of the fact is missing or notice is
not served to government under Section 80
CPC, then such suit shall be dismissed.

Q. 12

Conclusion - The purpose behind serving
notice to government prior filing of suit is
to end the litigation process and an opportunity
is given to solve the matter on the stage
of issuing the notice.



Q5 (a) Define 'consideration' according to Indian Contract Act and bring out the difference if any, b/w the concept of consideration in Indian Law and the concept of consideration in English Law. Examine also, the proposition: 'Past Consideration is no consideration at all' with particular reference to Indian Law.

(b) A and B are friends. B treats A during A's illness. B does not accept payment from A for treatment and A promises B's son X, to pay him Rs 1,000. A, being in poor circumstances, is unable to pay. X sues A for the money. Can X recover? (25 marks)

a) Introduction - The literal meaning of 'consideration' is 'something in return'. It is an essential component of a contract.

It has been defined under Section 2(d) of Indian Contract as -

- 1) when at the desire of promisor,
- 2) promisee has done or abstained from doing
- 3) such act is called consideration

Essentials of Consideration

It can be
Past, Present
or Future

It must be
at desire of
Promisor and
not voluntary

There is no doctrine
of Privity of Consideration
as provided under
England Law

Move from promisee or any other party

Passed at the request of others



Case law - Currie v/s Misa → In this case, it was stated that consideration should consist of some right, interest or benefit to one party or some loss suffered by the other party.

For English Law
consideration need not be adequate

Illustration - A (promisor) agrees to sell his house to B (promisee) for Rs 1 crore (consideration).

Difference in consideration under Indian & England Law -

Indian Law

Stranger to a contract can sue if contract is made for his benefit.

England Law

Stranger to a contract cannot sue even if contract is made for his benefit.

Illustration

Types of Contract

Past Consideration - Under England Law, Past Consideration is no consideration. In Indian Law, Past Consideration is valid.

Exceptions to consideration

Illustration - If X saves B and B promises to X to pay but refuses to pay later then under English Law, X cannot enforce it as legal right but under Indian Law, it can be enforced.

Conclusion - Consideration is essential element of contract & without consideration, contract is void. Exception of this principle is given under Section 25 of Indian Contract Act. → *State the provisions.*



(b) Introduction - When one person signifies other his willingness to do or abstain from doing anything in order to obtain assent for such act is known as Proposal.

Features of valid offer

It has been defined under Section 2(a) of Indian Contract Act, 1872.

If the person to whom such offer is made, gives his assent then he is said to have accepted the proposal.

The elements of valid offer

Proposal + Acceptance = Promise [Sec 2(b)]

Promise + Consideration = Agreement [Sec 2(e)]

Agreement + Enforceable by law = Contract [Sec 2(h)]

12/25

A proposal is the offer and its acceptance is valid condition for making of an agreement.

Case law - Harvey vs Facey →

1) Facts - Harvey was interested in buying a property from Facey.

He sent him a telegram and Facey replied "Lowest price is £900".

Illustration??



2) **Issue** - Whether telegram stating lowest price is an acceptance?

3) **Held** - Facey just asked for information and did not make an offer that could be accepted. So, since offer was not accepted, there was no contract between the party.

Illustration

In the case where B treats A during A's illness B does not accept payment from A for treatment, there is no contract between A and B as there was no acceptance.

Now, A promises to pay B's son X, Rs 1,000 and he was unable to pay due to his circumstances.

- The question arises whether there was a valid contract between A and X?
- Proposal was made by A to X for payment of Rs 1,000 but there was no acceptance or communication of acceptance by X for the said offer.
- Therefore, there was no contract between A and X because there was no communication of acceptance of said offer by X. So, X cannot recover money from A.

Conclusion -

A proposal when accepted becomes a promise. Acceptance is necessary for a valid contract. Without acceptance, there is no contract.



Q6 (a) What do you understand by doctrine of "feeding the grant by estoppel"? What is the impact of the doctrine on purchaser's right against vendor's imperfect title? Refer to statutory provisions.

(b) In a memorandum of partnership among A, B & C, it is provided that A will manage the business and will be paid Rs 2000 P.M. but shall have no share in profits of the firm. In a suit for dissolution, A declined any liability for losses and asserts that he was not partner in the firm. Determine the validity of plea raised by him. (25 marks)

a) Introduction - Doctrine of feeding the grant by estoppel has been given under section 43 of Transfer of Property Act.

It is based on the maxim "nemo dat quod non-habet" which means "no one can transfer better title than himself".

where a person fraudulently represents that -
• He is authorized to transfer

- Transfers the property for consideration
- Transferee acted upon it in good faith
- The contract should subsist at option of transferee.

Case law - Jumma Masjid v/s Kodimaniandra

In this case, it was held that when a person transfers property and represents that he has present interest whereas he has only spes successionis, then transferee is benefited under section 43 TPA.

A person who has no right to transfer any immovable property

cannot transfer any immovable property.

illustration??

For Applying this Section 43 must be satisfied



Right of Purchaser against vendor's no or imperfect title - This has been given under Section 13 of Specific Relief Act. In this case the purchaser has the following rights -

1) Acquisition of interest by Vendor or Lessor -

In this case, when the vendor acquires interest in the property, the purchaser can compel him to transfer the title.

2) Concurrence of other persons is required -

In this case, where concurrence is required for validating the title, the purchaser can compel him to procure such concurrence.

3) Profess to sell unencumbered property -

In this case, the purchaser can compel him to redeem the mortgage where mortgage money is less than purchase money.

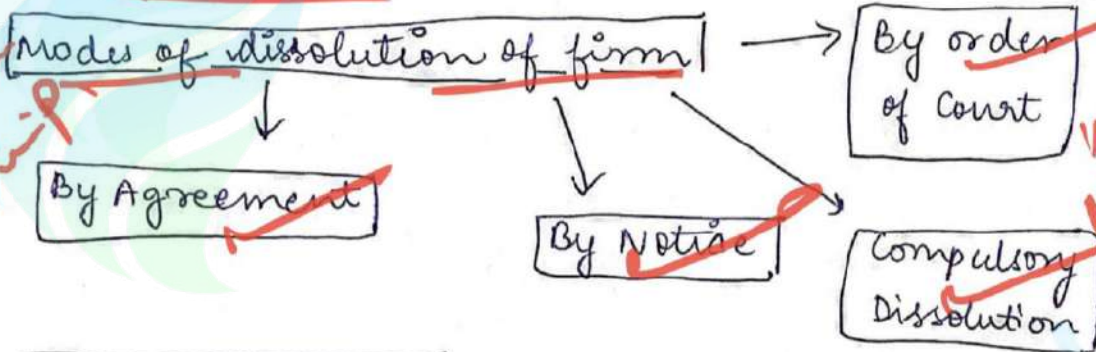
Section 13 of SRA is an extended principle of doctrine of feeding the grant by estoppel under Section 43 of Transfer of Property Act.

Conclusion - Though, no one could transfer better title than himself, still such transfer has taken place where person has no or imperfect title, then rights of transferee is protected if he had acted in good-faith.



(b) Introduction - Dissolution of firm means ending partnership between all the partners.
It is the closing down of the firm.

Dissolution of Partnership means when any of the partners dies, retires or become insolvent and remaining partners continue the business.



Dissolution by Court - At the suit of a partner, court may dissolve a firm on following grounds:

- (a) Insanity of a Partner
- (b) Permanent Incapability of Partner
- (c) Misconduct of a Partner
- (d) If partner commits breach of agreements
- (e) If partner transfers the interest of firm to third party
- (f) Any other ground on which firm shall be dissolved.



Case law - Cox v Hickman -

Modes of
Dissolution.

In this case, it was held that no man is a partner unless he has the right to share in the profits of a business.

Also, every person who has received the profit is not necessarily a partner.

Case law - Badeley v Consolidated Bank -

In this case, it was held that a man who has lent money to partner or firm and agreed to take a portion of profits of firm does not become a partner in the firm.

In the case where A was managing the business but he had no share in profits of the firm, he cannot be said to be partner of the firm.

He has no liability for losses because he is not the partner of the firm. He could only be partner of the firm when he had share in profits of the firm.

Conclusion - The plea raised by A is valid as he was not partner in the firm because he was not having any share in profits of the firm.

Partnership
offer
Dissolution

12
25



Q7 (a) Is time an essence of a contract for the sale of goods? Discuss the rule about stipulations as to time in such contracts.

(b) "No person can pass a better title to another than what he possesses" - Explain! What are the exceptions of this rule? (25 marks)

(a) Introduction - An agreement enforceable by law is known as contract. This provision has been given under Section 2(h) of Indian Contract Act.

Time is an essence means that contract has been made with a condition that such contract must be performed within specified time, otherwise contract becomes voidable. This provision has been provided under Section 55 of Indian Contract Act.

Intention of Parties - If in its term, contract provides that time is an essence of contract but other agreement shows that parties do not intend time to be of essence, then time shall not be the essence.

Intention of party can be examined from -

- 1) Nature of contract
- 2) The terms of the contract
- 3) The nature of property which forms the subject-matter of contract.

Time is the performance is accepted in some other way compensation cannot be claimed unless notice.

Time of the exercise -

Contract

Sec-55 of ICA



is not
essential

Case law - China Cotton Exporters vs Behari Lal -

In this case, it was held that in commercial contracts, time is usually of essence of contract.

Except commercial contract, time is not of essence in contract. This presumption can be rebutted by showing intention of parties. See 46 & 47.

Contract of Sale - According to Section 4 of Sales of Goods Act, a contract of sale of goods is a contract where seller transfers the goods to buyer for a price. 46, 47, 55

Stipulation as to time - According to Section 11 of Sales of Goods Act, stipulation as to time may be with regards to delivery of goods or payment of price. 46, 47, 55

Delivery of goods - stipulations as to time of delivery of goods is usually essence of contract.

Payment of price - stipulations as to time of payment of price are usually not considered to be essence of contract, but it depends upon the term of contract.

Conclusion - Time will be essence of contract shall depend upon intention of parties under Indian Contract Act but under sales of Goods, stipulation as to delivery of goods is usually of essence.



(7) (b) Introduction - Doctrine of feeding grant by estoppel is based on maxim 'nemo dat quod non-habet' which means no-one can pass a better title than himself.

It has been given under section 43 of Transfer of Property Act.

Essentials of section 43 -

- 1) Person fraudulently represents that
- 2) He is authorized to transfer.
- 3) Transfer the property for consideration
- 4) Transferee acted upon it in good faith.
- 5) The contract should subsist at option of transferee.

Case law - Summa Masjid v/s Kodimaniandra

In this case, it was held that if a person transfers property and represents that he has a present interest whereas he only has specie successionis (which cannot be transferred according to section 6(a) of Transfer of Property Act), then transferee is benefitted under section 43 of TPA.

Section 43 of Transfer of Property Act is read with Section 13 of Specific Relief Act as Section 13 of SRA is an extended principle of feeding the grant of estoppel.

General Rule
No property can be transferred by unauthorized person.

explain the meaning of Rule of estoppel
Remain Blended

Rule Applied to sale, mortgage, lease, exchange.



Exceptions -

declared operate over both parties are aware of the transaction.

1) When transferee is aware of true representation -

affected by 99

In this case, if transferee has knowledge about the representation of transferor then transferee cannot be benefited under this doctrine.

True transaction

2) When transfer is forbidden by law -

If the transfer made is forbidden by law or contrary to public policy then such contract is void as per Section 23 of Indian Contract Act and Section 43 does not apply on such transfers.

forbidden by law

3) When second transferee acquires right -

Section 43 of TPA also protects the right of second transferee who has acted in good faith. Therefore, the only person who can defeat the right of an original transferee is subsequent transferee.

to protect the rights of transferee

Conclusion - Even though, transferee gets benefited under section 43 of Transfer of Property Act, there are some exceptions which are against the benefit of transferee.



Q8 (a) whether specific moveable property can be recovered from the person in possession or control of the same? If so, in what circumstances?

(b) All contracts are agreements but all agreements are not contract. What conditions have been laid down in Indian Contract Act for an agreement to become a contract? (25 marks)

(a) Introduction - The specific moveable property can be recovered from the person in possession or control of the same under manner provided by Civil Procedure Code, 1909.

This provision has been given under Section 7 of Specific Relief Act,

Essentials of Section 7 of Specific Relief Act -

1) The plaintiff must be entitled to possession of property which is movable.

Person entitled to movable property

Ownership

Special or Temporary Rights

- 2) The property in question should be specific movable property i.e. it should be ascertainable.
- 3) The property in question should be specific meaning the very property.

Essence of this Section is title to ownership or possession. All-in-all?

Sec 5 of SPA
A condition of necessity of possession of specific movable property.



Therefore, for application of section 7 of SRA the property should be in original form and its form should not be changed.

4) The person should have the possessory rights of the property.

5) The suit under section 7 of SRA can be brought against true owner of moveable property.

Section 8 of SRA states the liability of a person in possession not as owner to deliver to a person entitled to its immediate possession.

Difference between section 7 and section 8 of SRA

Section 7

Suit can be filed against true owner

Gives protection to possessor against owner of moveable property.

Section 8

Suit cannot be filed against true owner

Gives protection to owner against possessor of moveable property.

Conclusion - Section 7 of SRA states that possessory rights can be recovered irrespective of ownership.

(b) Introduction - "Promises and every set of promises forming consideration known as Agreement". It is given under section 2(e) of Indian Contract Act.

Definition of contract by Salmond.

"An agreement enforceable by law is a contract". It has been provided under section 2(h) of Indian Contract Act.

Agreement must not have been expressly declared to be void.

Proposal + Acceptance = Promise [2(b)]

Effect of void.

Promise + Consideration = Agreement [2(e)]

Too essential elements

Agreement + Enforceable by law = Contract [2(h)]

Agreement is a bilateral transaction.

Enforceability of Agreements →

Section 10 of Indian Contract states that "All agreement are contracts if they are made by Free Consent of parties competent to contract for lawful consideration and with lawful object."

The conditions essential under Section 10 are as follows -



Can u forgive Me For Mi Mistake

↳ coercion ↳ Fraud ↳ Misrepresentation
↳ undue influence

- 1) Competent Parties - According to section 11 & 12, minors, Persons of unsound mind and Persons disqualified from law are not competent to contract.
- 2) Free Consent - 'Consensus Ad idem' means party agreeing in same sense. The consent of parties must not have obtained by -
 - a) Coercion - An act forbidden by IPC given under section 15 of Indian Contract Act.
 - b) Undue Influence - An act to dominate the free will of person given under section 16 of ICA.
 - c) Fraud - It is defined under section 17 of ICA.
 - d) Mistake - Both parties are under mistake as to fact.
 - e) Misrepresentation - Fraudulent or negligent statement of a material fact, given under section 18 of ICA.

10/25

Sec. 25 Agreement must be made

3) Lawful Consideration & Lawful Object - Consideration or object of contract should not be forbidden by law, immoral or against public policy. person or property

So, All contracts are agreement as for the formation of contract, agreement is always necessary.
But all agreements are not contracts as only those agreements are contract which are legally enforceable.

Void ab initio

Conclusion - Agreement is a wider term than contract and necessary for formation of a contract.

Mohri Babi case.



Evaluation Remarks



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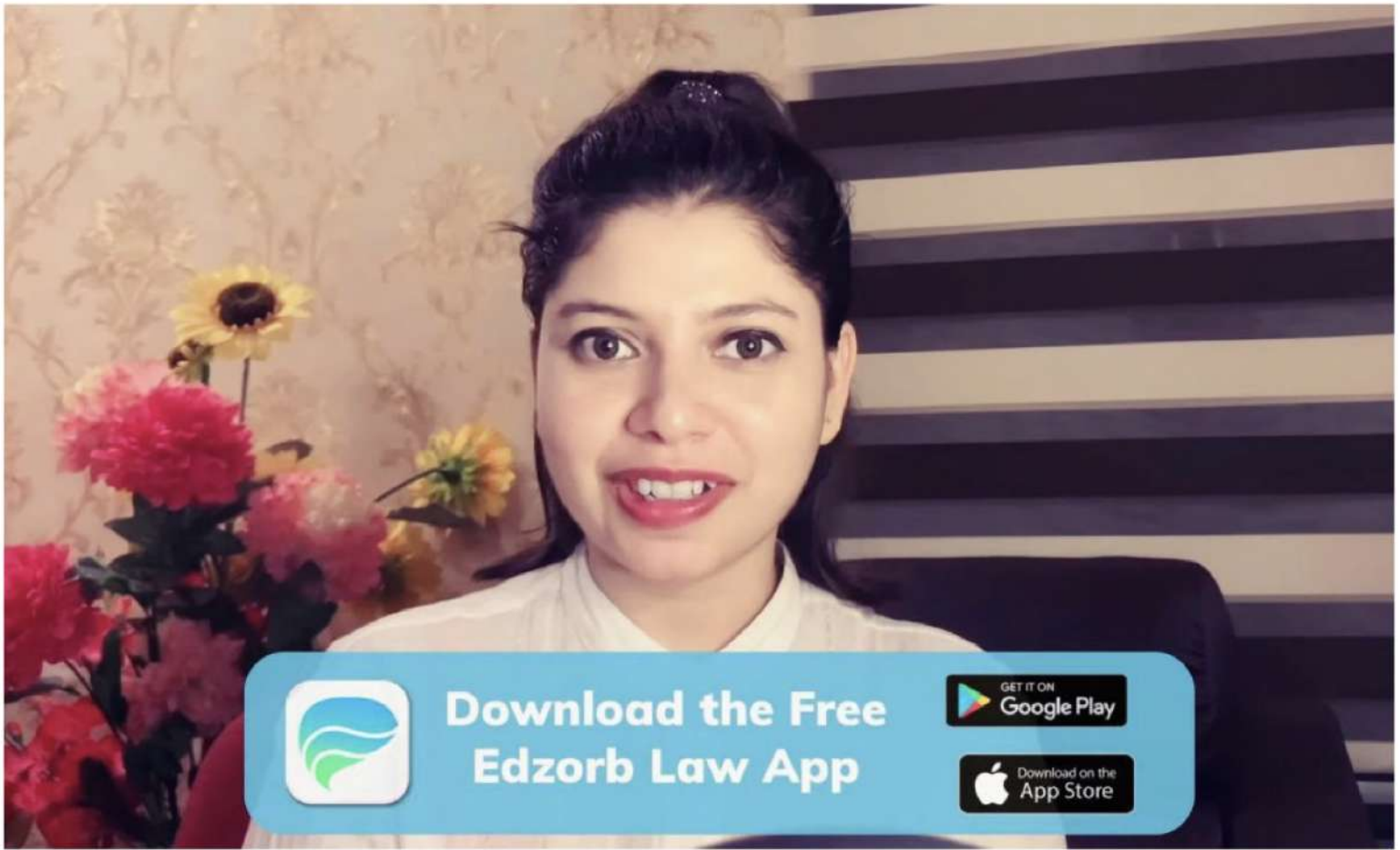
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Remarks :-

- ① Include Imp & landmark case laws which makes answer aesthetic
- ② Illustration could make it more presentable with an Arrow diagram.
- ③ Answer Format Introduction, Main body in diff. parts, Case laws, Correlation, correct Abbrev, Conclusion.
- ④ Conclusion part Needs to be Cumulative of the whole Topic.
- ⑤ Imp points to be stated in Bullet points. and not to be missed out from Answer.





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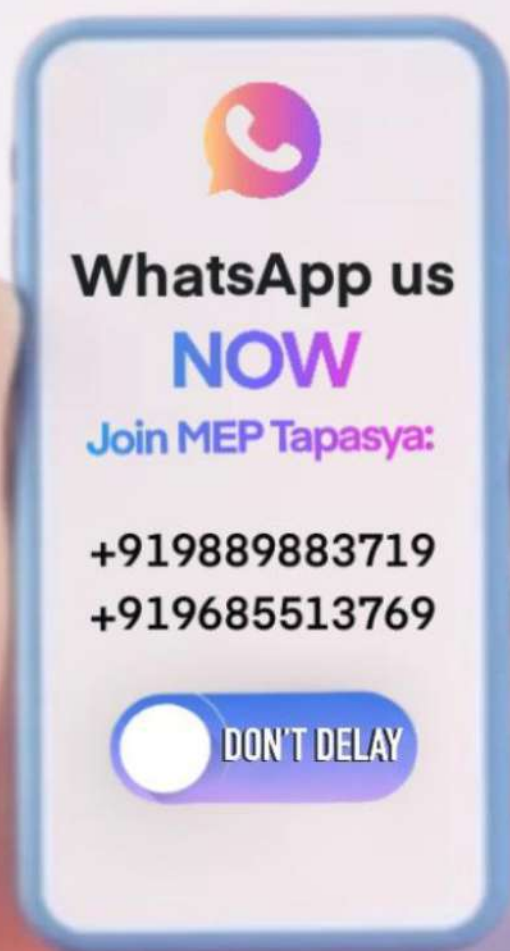
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