

## LAW PAPER-I

Time: 2 p.m. to 5 p.m.  
Date: 13.04.2013

Max. Marks - 100

Note: Option is given to the candidates to write answers either in English or in Kannada.

### PART-I

(The Code of Civil Procedure and principles of Pleadings)

01. Distinguish between any three of the following: 9
- (a) Decree and Order
  - (b) Set-off and counter claim
  - (c) Lok Adalat and Mediation
  - (d) Mis-joinder and Non-joinder of parties.
02. Answer any two of the following: 10
- (a) Proclamation of sale by public auction
  - (b) What are the different modes of compelling the Personal attendance of witness
  - (c) Principles governing the grant of interim order of temporary injunction.
03. Write short notes on the following: 6
- (a) Amendment of Pleadings
  - (b) Attachment and sale of movable property in execution of a decree.
04. State salient features of plaint and written statement? 10

### PART-II

(The Code of Criminal Procedure, 1973)

05. Explain any three of the following: 9
- (a) Cognizable and non-cognizable offence
  - (b) Summons case and warrant case
  - (c) Difference between acquittal and discharge
  - (d) Victim compensation scheme

06. Write short notes on any four of the following: 16
- (a) FIR
  - (b) Plea – Bargaining
  - (c) Inquest
  - (d) Statement of accused under Sec.313 of Cr.P.C.
  - (e) Disposal of property at the conclusion of trial.

**PART-III**  
**(Indian Evidence Act, 1872)**

07. Write short notes on any three of the following: 9
- (a) Res-gestia-relevancy of facts forming part of the same transaction
  - (b) Dying declaration
  - (c) Test identification parade
  - (d) Privileged communications

08. Answer any two of the following: 8
- (a) Presumption as to dowry death
  - (b) Presumption as to abetment of suicide by married woman
  - (c) Whether a Judge can use his personal knowledge of facts in deciding a case?

09. Explain any two of the following: 8
- (a) Estoppel
  - (b) Admission
  - (c) Proof of contents of document
  - (d) Hostile witness

**PART-IV**  
**(The Constitution of India)**

10. Write short notes on any three of the following: 15
- (a) Protection against self incrimination
  - (b) Right to Education
  - (c) Fundamental duty to strive towards excellence
  - (d) Directive principles of State Policy to secure social order for the promotion of welfare of the people.

## LAW PAPER-II

**Time: 10 a.m. to 1 p.m.**

**Max. Marks: 100**

**Date: 14.04.2013**

**Note: Option is given to the candidates to write answers either in English or in Kannada.**

I. Frame proper & necessary issues with the following Pleadings: 25

### PLAINT

Plaintiff: Boraiah son of Cheluvaiah,  
Aged about 50 years,  
Resident of No.40, V Block,  
Rajajinagar, Bangalore.

Vs.

Defendant: Lingaiah son of Thimmaiah,  
Aged about 50 years,  
Resident of No.20, I Block,  
Banashankari I Stage,  
Bangalore.

1. The plaintiff is the absolute owner of the suit schedule landed property; as the same was settled in favour of him by one Smt.Chowdamma D/o Karisidda of Bevinahalli village, Kothathi Hobli, Mandya Tq. The settlement deed was executed by Smt.Chowdamma on 3.8.1951 and it was registered at Mandya Sub-Registrar's office the same day in No.2046/1951-52. Annexure-I is the certified copy of the registered settlement deed dated 3.8.1951. Annexure-II is the record of rights (Certified Copy) of the suit land.

2. The defendants are not having any semblance of right, title or interest in the suit schedule land.

3. Smt.Chowdamma the settler of the suit property passed away on 9.3.1990. Since the date of the settlement deed dated 3.8.1951 till this day the suit property is in continuous possession and enjoyment of the plaintiff. Only after the death of Smt.Chowdamma on 9.3.1990, the defendants for reasons best known to them started interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property. The second defendant is a very powerful person in the village. The first defendant is a distant relative of late Smt.Chowdamma D/o Karisidda. Plaintiff being a very poor Adi-Karnataka person, is not in a position to resist the onslaught of the defendants without the help of this Hon'ble Court. Hence the plaintiff humbly prays to institute the above suit for judgment and decree as prayed below.

4. The cause of action for the suit arose on 3.9.1990 at Bevanahalli village, Kothathi Hobli, Mandya Taluk with the jurisdiction of the Hon'ble Court.

5. The settler late Smt. Chowdamma was grand paternal-aunt of the plaintiff. The relationship is well described in the registered settlement deed dated 3.8.1951.

6. The valuation of the suit property for the purpose of court fee and jurisdiction is as given in the separate valuation sheet and the court fee is paid accordingly.

7. Prayer for judgment and decree:

The plaintiff humbly prays the Hon'ble Court for judgment and decree in his favour and against the defendant.

- a) for declaration that the plaintiff is the absolute owner of the suit schedule property.
- b) Consequently for permanent injunction restraining the defendants or anybody on their behalf from interfering with plaintiff's peaceful possession and enjoyment of the suit schedule land.
- c) For court costs and such other reliefs the Hon'ble Court deems fit to grant under the circumstances of the case.

#### SCHEDULE

Wet land situated in Kothathi village, Mandya Taluk bearing Sy.No.148/3 total extent 48 guntas (excluding 13 guntas of Kharab Land) bounded on East: Land of Dasi Jogaiah (This land was owned by Ramanahalli Mancha in the year 1951) West: Land of Kothathi Kambaiah (This land was owned by Ramanahalli Bora in the year 1951), North: Channel South: Land of Kari Gandaiah (This land was owned by one Gowdagere Sidda in the year 1951).

Advocate for the plaintiff

Plaintiff

#### VERIFICATION

What are all stated above are all true to the best of my knowledge, information and belief and in token where of I have affixed my thumb impression at Mandya on this 8<sup>th</sup> day of October, 1990.

Plaintiff

#### WRITTEN STATEMENT OF THE DEFENDANTS UNDER ORDER 8 RULE 1 OF THE C.P.C..

1. The defendants do not admit the several averments made in the plaint. except those that are expressly admitted here under and as such the plaintiff is put to strict proof of the same.

2. The allegations made in para-2 of the plaint that the plaintiff is the absolute owner of the suit schedule landed property and the same was settled in his favour by one Chowdamma under the alleged settlement

deed dated 3.8.1951 are all absolutely false and untenable. Allegation that the defendants have no semblance of right, title, interest in the suit property is absolutely false and untenable.

3. It is true that Chowdamma has passed away. But the allegation that since the date of alleged settlement deed dated 3.8.1951 up to this day the suit property is in continuous possession and enjoyment of the plaintiff is absolutely false and untenable. Allegation that the defendants are interfering with the alleged plaintiff's peaceful possession and enjoyment of the suit schedule property is also absolutely false. The 2<sup>nd</sup> defendant is not a rich and powerful person as alleged in the plaint by the plaintiff. Allegation that the 1<sup>st</sup> defendant is the distant relative of Chowdamma is not correct. In fact the said Chowdamma is nearest relative of the defendant No.1, that is she was the paternal aunt of the father of defendant-1.

4. Sy.No.148/3 totally measured 2 acres 1 gunta of land inclusive of 9 guntas of karab land. Chowdamma the daughter of Karisidda was the owner in possession of this entire 2 acres 1 gunta inclusive of 9 guntas of karab land. The entire property has been bifurcated by the nala whereby an extent of 24 guntas is situated on the northern side of the nala and the remaining 48 guntas of land is situated on the southern side of the nala. The defendants have learnt that the aforesaid Chowdamma settled in favour of the plaintiff only an extent of northern 38 guntas of land out of the aforesaid 48 guntas of land situated on the southern side of the nala. The extreme southern 10 guntas of land and the land measuring 24 guntas situated on the northern side of the nala were not at all settled in favour of the plaintiff. Thus the plaintiff at best might have become the owner to the extent of aforesaid northern 38 guntas of land out of the total extent of 48 guntas of land situated on the southern side of the nala.

5. The aforesaid Chowdamma then as the absolute owner in possession of the said extreme southern 10 guntas of land out of 48 guntas situated on the southern side of the nala and also 24 guntas of land situated on the northern side of the nala settled the same in favour of the defendant-1 who was a minor then represented by his father Javaraiah as his minor guardian under a registered settlement deed dated 26.2.1975 and constituted the defendant-1 as the owner in possession of the same. Eversince this settlement deed executed by the then lawful owner in possession of the property namely Chowdamma, the defendant-1 was in possession and enjoyment of the said property. Subsequently Gangadhara, the defendant-1 attained majority. Thereafter in his individual capacity the defendant-1 was in possession of the said 34 guntas of land as full owner thereof. Thereafter defendant-1 sold the said 34 guntas of land in favour of the defendant No.2 ;under a registered sale deed dated 15.5.1989 for a valuable consideration and put the 2<sup>nd</sup> defendant in possession of the said property. Thus the 2<sup>nd</sup> defendant has become the owner in possession of the land measuring 24

guntas situated on the northern side of the nala and the extreme southern 10 guntas of land out of the 48 guntas of land situated on the northern side of the nala.

6. Recognizing the lawful ownership and possession of defendant-1, the competent revenue authorities had also changed the katha to the name of the defendant-1 and also made out the entries in the relevant columns of the RTC. After purchase the khata and the RTC entries have been made out lawfully in the name of the defendant-2.

7. The plaintiff has absolutely no manner of right, title interest whatsoever in or any portion of this 34 guntas of land settled by Chowdamma in favour of the defendant-1 and subsequently sold by defendant-1 to the defendant-2. The plaintiff has never been in possession and enjoyment of this 34 guntas of land.

8. The plaintiff now has filed the present suit in respect of the property which is described in the plaint schedule by including the said 34 guntas of land purchased by defendant-2 from defendant-1 in the extent. But while describing the boundaries of the land, the plaintiff has included the extreme southern portion measuring 10 guntas purchased by the defendant-2 from the defendant-1 out of the 48 guntas of land situated on the southern side of the nala. Thus the schedule given by the plaintiff is most misleading and does not actually depict the correct description of the property in respect of which the plaintiff has sought for the relief of declaration and injunction.

9. The suit of the plaintiff, without properly describing the property in the schedule, is not at all maintainable in law. The suit brought by the plaintiff by including the land purchased by defendant-2 from the defendant-1 without there being any semblance of right, title or interest whatsoever in or over the same and without there being his possession over the same, is not at all maintainable in law.

10. The plaintiff, viewed from any angle is not at all entitled to succeed to have the relief from the hands of this Hon'ble Court as claimed by him in his prayer portion.

11. The document relied upon and produced by the plaintiff do not depict or establish that the plaintiff is the owner in possession of the property as described in the plaint schedule.

12. The suit of the plaintiff is not a bonafide one. It is filed only with the malafide intention to grab the property purchased by the 2<sup>nd</sup> defendant from the 1<sup>st</sup> defendant if possible.

13. There is no cause of action for the suit and the one alleged in para-5 of the plaint is the pure concoction and imagination of the plaintiff.

14. The plaintiff viewed from any angle is not entitled for any relief as sought for by him.

15. The other allegations of the plaint which are not specifically denied but contrary to the spirit of the defence taken by the defendants in this written statement are hereby denied as false and untenable.

The defendants, therefore, prays that this hon'ble court be pleased to dismiss the suit of the plaintiff with exemplary costs in the interest of justice and equity.

Advocate for defendants

Defendant

VERIFICATION

What is stated above is true and correct to the best of my knowledge, belief and information.

Mandya

Defendant

**II. Write a judgment on the basis of the following pleadings, issues & evidence:**

75

In the City Civil Court at Bangalore  
Original Suit No.1/1993

Boraiah, son of Cheluvaiah,  
Aged about 50 years,  
Resident of No.40,  
V Block, Rajajinagar,  
Bangalore.

.. PLAINTIFF

V/s

Lingaiah, son of Thimmaiah,  
Aged about 50 years,  
Resident of No.20, I Block,  
Banashankari I Stage,  
Bangalore.

.. DEFENDANT

Under Order VII Rule 1 of CPC, the Plaintiff states as hereunder:

1. The Plaintiff is represented by his Advocate Sri. Umesh, No.5, Balepet, Bangalore. The address for service on the Defendant is as mentioned above.
2. It is submitted that the defendant is the owner of the property bearing No.20 situated in I Block, Banashankari I Stage, Bangalore which is more-fully described in the schedule hereunder and hereinafter referred to as the schedule property.
3. The suit property was allotted to the defendant by the BDA and it is his self-acquired property.
4. The defendant, for his legal necessity and for family benefit agreed to sell the schedule property in favour of the plaintiff for a total sale consideration of Rs.10 lacs and the plaintiff also agreed to purchase the

same . Accordingly, an agreement of sale came into existence on 13.4.1990

5. On the date of the agreement plaintiff paid a sum of Rs.6 lacs out of Rs.10 lacs as sale consideration and he agreed to pay balance sale consideration within a period of six months subject to the defendant satisfying the following terms and conditions:

- i. the defendant shall obtain absolute sale deed from the BDA and deliver vacant possession;
- ii. the defendant shall produce nil encumbrance from the date of allotment till the date of agreement;
- iii. he shall furnish up-to-date tax paid receipts and the khata certificate issued by the BDA and the BBMP, Bangalore

6. Though the plaintiff was ready and willing to perform his part of the contract within the period of six months, defendant did not obtain the sale deed from the BDA and he did not produce the documents as agreed upon in the agreement. When the plaintiff approached the defendant to complete his part of the obligation, the defendant started evading the plaintiff with an ulterior motive.

7. In the circumstances plaintiff got issued a legal notice calling upon the defendant to receive the balance sale consideration and to execute the sale deed by putting him in possession and also to deliver all documents as agreed upon.

8. Defendant instead of complying with the demand of the notice, has sent an untenable reply. Therefore plaintiff has approached this court for redressal.

9. Plaintiff has been ready and willing to perform his part of the contract. He was ready with the balance sale consideration right from the inception of the agreement. Even now he is ready to deposit the amount before the court if he is so directed.

10. Cause of action for the suit arose on 13.4.1990 on which date the defendant agreed to sell the suit property and subsequently at Bangalore within the jurisdiction of this Hon'ble Court.

11. For the purpose of court fee and valuation, suit is valued at Rs.10 lacs. Accordingly, advalorem court fee has been paid.

12. Therefore, the plaintiff prays that this Hon'ble court may be pleased to grant a judgment/decreed directing the defendant to execute the sale deed by receiving the balance sale consideration and to deliver all documents of title and to put him in possession of the property, failing which to execute the sale deed through court or in the alternative to direct the defendant to refund the advance amount of Rs.6 lacs with interest at 24% p.a. from the date of the agreement till the date of payment along with costs of the suit in the interest of justice.

Advocate for the Plaintiff

Plaintiff

VERIFICATION

I, Boraiah son of Cheluvaiah, plaintiff herein do solemnly affirm and state as hereunder:

The averments made in paragraphs 1 to 12 are true and correct to the best of my knowledge and I believe them to be true and the documents relied upon are the true copies of the original documents.

Date:

Bangalore

Plaintiff

IN THE CITY CIVIL COURT AT BANGALORE  
ORIGINAL SUIT NO.1/1993

Boraiah son of Cheluvaiah,  
Aged about 50 years,  
Resident of No.40,  
V Block, Rajajinagar,  
Bangalore.

.. PLAINTIFF

V/s

Lingaiah son of Thimmaiah,  
Aged about 50 years,  
Resident of No.20, I Block,  
Banashankari I Stage,  
Bangalore.

.. DEFENDANT

UNDER ORDER-VIII RULE-1 OF CPC DEFENDANT BEGS TO FILE HIS  
WRITTEN STATEMENT AS HEREUNDER:

1. The address for service of summons etc. is stated in the cause title and he may also be served on his advocate Mr.Raja Rao, No.1, Cottonpet, Bangalore.
2. The averments made in the plaint are hereby denied except those which are specifically admitted hereunder.
3. It is true that defendant is the owner of the plaint schedule property. But it is false to say that he had agreed to sell the property for a sum of Rs.10 lacs under an agreement dated 13.4.1990. The defendant has not executed any agreement of sale agreeing to sell the property for Rs.10 lacs, because on the date of agreement of sale the value of the property was more than Rs.25 lacs and that the said document has come into existence under threat and coercion. It is submitted that the defendant was in need of hand loan of Rs.6 lacs in order to celebrate his daughter's marriage. When approached, plaintiff insisted to execute the document as desired by him. Accordingly the defendant was compelled to execute the agreement and based on such document the present suit is filed by the plaintiff for specific performance of the contract. Hence the suit is not maintainable.

4. The defendant alternatively contends that if this court were to come to the conclusion that the suit document is an agreement of sale not intended to be a document executed as security for due repayment of the loan of Rs.6 lacs, defendant contends that time was the essence of contract. Plaintiff did not possess balance sale consideration of Rs.4 lacs and the allegation that he was ready and willing to perform his part of the contract is false because he had no money to take the sale deed at his costs. The very fact that he has not deposited money before this court, at the time of filing the suit and that he has not placed any material to show that he had money with him disentitles for a decree for specific performance.

5. It is further submitted that as stated supra the defendant did not anticipate that the suit would be filed for enforcing the agreement. If the suit were to be decreed the defendant and his family members would be put to untold hardship and his valuable property of Rs.25 lacs will be lost by him. Since time was the essence of contract as the plaintiff has not approached this court within a period of six months from the date of the agreement or immediately thereafter, the plaintiff is not entitled for the relief of specific performance.

6. Wherefore the defendant prays this Hon'ble Court to dismiss the suit with exemplary costs.

Advocate for the Defendant

Defendant

VERIFICATION

I Lingaiah son of Thimmaiah do hereby solemnly affirm and state that what is stated in paragraphs 1 to 5 are true to the best of my knowledge.

Date:

Defendant

IN THE CITY CIVIL COURT AT BANGALORE  
ORIGINAL SUIT No.1/1993

Boraiah s/o Cheluvaiah

..  
V/s

PLAINTIFF

Lingaiah s/o Thimmaiah

..

DEFENDANT

ISSUES

1. Whether the plaintiff proves that the defendant executed the suit agreement on 13.4.1990 agreeing to sell the property for a sum of Rs.10 lacs?
2. Whether the defendant proves that the agreement dated 13.4.1990 was not intended to be an agreement of sale but was executed as security for the repayment of loan?
3. Whether the plaintiff was ready and willing to perform his part of the contract and was ready with the balance sale consideration?
4. Whether time was the essence of the contract?

5. Whether the plaintiff is entitled for a decree of specific performance or in the alternative for refund of money?  
6. What decree or order?

I Addl. City Civil Judge,  
Bangalore.

IN THE CITY CIVIL COURT AT BANGALORE

PW1

ORIGINAL SUIT No.1/1993

Deposition of : Boraiah Duly sworn on:  
Father's name : Cheluvaiah  
Age : 50 years  
Occupation :  
Residence : Rajajinagar, Bangalore.  
Examination-in-Chief by: Mr.Umesh

I am the plaintiff in the above suit. Defendant is the owner of the suit property. On 13.4.1990 defendant approached me agreeing to sell the suit property for a sum of Rs.10 lacs. Accordingly, an agreement came into existence between us. The same is marked as Ex.P-1. On the date of agreement I have paid Rs.6 lacs as advance. I was ready to pay the balance of Rs.4 lacs. Defendant had agreed to obtain absolute sale deed from the BDA. He had also agreed to pay up-to-date taxes to the BBMP and to produce khata certificate and nil encumbrance certificate from the date of allotment of the site.

I approached the defendant on several occasions requesting him to receive the balance sale consideration and to execute a registered sale deed. The defendant went on postponing.

I got issued a legal notice as per Ex.P-2, for which he has sent an untenable reply as per Ex.P-3. I was ever ready to pay the balance sale consideration and take the sale deed in my favour at my costs.

Ramaiah and Krishnaiah have attested the agreement. The defendant has signed the agreement in my presence and in the presence of the attestors. The attestors' signatures are at Exs.P-1(a) and (b). Defendant has put his signature as per Exs.P-1(c) and (d).

Therefore I request this court to grant a decree as prayed for.

CROSS-EXAMINATION by : Mr.Raja Rao

I am not a money lender. It is false to suggest that defendant had approached me to lend a sum of Rs.6 lacs to him and that I have lent a sum of Rs.6 lacs on interest of Rs.24% p.a.. It is false to suggest that I did not possess the balance sale consideration of Rs.4 lacs. It is further false to say that Ex.P-1 has been executed by the defendant as a security for due repayment of the loan amount of Rs.6 lacs. It is further false to suggest that time was the essence of contract. It is further false to say that the value of the property was more than Rs.25 lacs on the date of agreement. It is further false to say that if decree is passed the

defendant and his family members would be put to untold hardship. It is further false to say that Krishnaiah and Ramaiah, the attestors to Ex.P-1 were not present when the defendant put his signature on Ex.P-1. It is further false to say that I am not entitled for a decree of specific performance and that the defendant is liable to pay only Rs.6 lacs with interest as agreed upon.

R. O. I. & A.C.

I Addl. City Civil  
Judge

Plaintiff

IN THE CITY CIVIL COURT AT BANGALORE  
ORIGINAL SUIT No. 1/1993 PW-2

Deposition of : RAMAIAH Duly sworn on:  
Father's name : Thimmappa  
Age : 60 years  
Occupation :  
Residence : Banashankari I Stage, Bangalore.  
Examination-in-Chief by: Mr.Umesh

I know the plaintiff and the defendant as all of us are residing in the same locality. On 13.4.1990 defendant approached the plaintiff agreeing to sell his property for Rs.10 lacs and I was present in the house of the plaintiff. Accordingly, an agreement of sale came into existence. Plaintiff advanced Rs.6 lacs to the defendant in my presence. I have attested the agreement of sale. Ex.P-1(a) is my signature. Exs.P-1(c) and (d) are the signatures of the defendant. It is false to say that defendant had approached the plaintiff to borrow money and that I was not present when Rs.6 lacs was paid to the defendant.

It is true that plaintiff is equally close to me as that of the defendant because all of us are residing in the same locality. It is false to say that plaintiff has advanced loan to me also, therefore I am deposing falsely in favour of the plaintiff. It is false to suggest that I am not in good terms with the defendant. It is further false to say that defendant did not put his signature on Ex.P-1 in my presence and that I have put my signature on Ex.P-1 much later to the execution of Ex.P-1 by the defendant. It is further false to say that defendant had not agreed to sell the property and he had only borrowed loan from the plaintiff.

Cross-examination by: Mr.Raja Rao

- Nil -

R. O. I. & A.C.

I Addl. City Civil  
Judge

Ramaiah

## IN THE CITY CIVIL COURT AT BANGALORE

ORIGINAL SUIT No.1/1993

DW-1

Deposition of : Lingaiah Duly sworn on:  
 Father's name : Thimmaiah  
 Age : 50 years  
 Occupation :  
 Residence : Banashankari I Stage, Bangalore.  
 Examination-in-Chief by: Mr.Raja Rao

I am the defendant in the suit. I am the owner of the property. I have not executed Ex.P-1 agreeing to sell the property for Rs.10 lacs to the defendant. I was in need of Rs.6 lacs as I had to perform the marriage of my daughter. Therefore I had approached the plaintiff to lend money.

Plaintiff being a financier coerced me to execute a document stating that such document was required as security for the loan advanced by him. As I was in immediate need of money I signed the document as per Ex.P-1.

As on the date of agreement the value of the property was more than Rs.25 lacs. Plaintiff has not approached me within a period of six months with the balance of Rs.4 lacs.

Several months later, the plaintiff has sent the legal notice as per Ex.P-2 for which I have sent a reply as per Ex.P-3. If I am asked to execute the sale deed, I will be put to untold hardship. The discretionary relief cannot be granted to the plaintiff since he has not approached the court with clean hands and has suppressed the facts.

I am ready to repay the loan of Rs.6 lacs with interest. Ramaiah and Krishnaiah who are the attestors to Ex.P-1 were not present when I put my signature to Ex.P-1. Therefore I request this court to dismiss the suit.

CROSS-EXAMINATION by : Mr.Umesh

It is false to suggest that plaintiff is not a financier. It is false to suggest that I had agreed to sell the property for Rs.10 lacs.

I do not have any documents to show that the value of the suit property was more than Rs.25 lacs on the date of agreement. It is further false to say that though the value of the property was only Rs.10 lacs for the purpose of this case I am deposing falsely.

It is further false to say that plaintiff had met me on several occasions with balance sale consideration requesting me to execute the sale deed.

It is true that till now I have not obtained the sale deed from the BDA nor have secured the encumbrance certificate. (Witness volunteers since he had not agreed to sell, he has not obtained the encumbrance certificate and sale deed).

It is further false to say that I have signed the document in the presence of Ramaiah and Krishnaiah. Ramaiah and Krishnaiah are close friends of the plaintiff.

It is further false to say that Ramaiah is my cousin and I am deposing falsely. It is false to say that plaintiff had sufficient money with him to pay the balance amount to me within a period of six months. It is further false to say that if I am asked to execute the sale deed I will not be put to hardship.

I will be put to hardship because this is the only property to me.

It is true that BDA has allotted the site to me in the year 1970 and I have become the owner of the property after the completion of lease period of 10 years and there is no difficulty for me to obtain the sale deed from the BDA. There is also no impediment for the BDA to execute the sale deed in my favour.

R. O. I. & A.C.

I Addl. City Civil  
Judge

Defendant

Ex-P1

This indenture of agreement of sale made and executed on 13<sup>th</sup> day of April, 1990 at Bangalore.

BETWEEN:

Lingappa son of Thimmappa aged about 48 years, residing at No.20, I Block, Banashankari I Stage, Bangalore hereinafter referred to as the party of the I Part (which term shall mean and include his L.Rs., successors and assignees, etc.)

AND:

Boraiah son of Cheluvaiah aged about 50 years, residing at No.40, V Block, Rajajinagar, Bangalore hereinafter referred to party of the II Part.

WITNESSETH AS HEREUNDER:

Whereas the 1<sup>st</sup> Party is the full and absolute owner of property bearing No.20 situated at Banashankari I Stage, Bangalore which is more-fully described in the schedule hereunder and hereinafter referred to as the schedule property.

Whereas the schedule property was allotted to the party of I Part by the BDA under a lease-cum-sale agreement dated 2.1.1970 and that he has become the absolute owner after completion of the lease period and that the party of the I Part has also constructed a small house on the schedule property and living therein with his family members as absolute owner.

Whereas the party of the I Part has decided to sell the schedule property for his legal necessity (to celebrate his daughter's marriage) free from all encumbrances for a valuable sale consideration of Rs.10 lacs

and the party of the I Part has agreed to purchase the same free from all encumbrances. Therefore, this agreement of sale witnesseth as hereunder:

- i. It is agreed that party of the I Part shall sell and party of II Part shall purchase the schedule property free from all encumbrances for a sale consideration of Rs.10 lacs;
- ii. A sum of Rs.6 lacs has been given to the party of the I Part as advance sale consideration by the II Party in cash today and has agreed to pay the balance sale consideration of Rs.4 lacs within six months from today subject to the party of the I Part fulfilling the following conditions:
  - (a) Party of the I Part shall obtain absolute sale deed from the BDA;
  - (b) he shall produce nil encumbrance certificate from 1970 till today;
  - (c) he shall produce up-to-date tax paid receipts;
  - (d) he shall produce khata certificate;
  - (e) he shall handover vacant possession of the property at the time of registration of the sale deed.

If the party of the I Part fulfills the aforesaid conditions within the stipulated period of six months but the party of the II Part fails to pay the balance sale consideration of Rs.4 lacs to get the sale deed registered, as the time is the essence of the contract, the party of I Part shall be entitled to cancel the agreement and forfeit the advance sale consideration of Rs.6 lacs paid by the party of the II Part. Similarly, if the party of the I Part fails to perform his part of the contract, the party of the II Part will be entitled to enforce the agreement for specific performance of contract at the costs of the party of the I Part.

#### SCHEDULE

Property bearing No.20, I Block, Banashankari I Stage, Bangalore measuring east-west 30' and north-south 40' along with 4 square RCC building constructed in the year 1975 with the following boundaries:

- East .. Private property
- West ... Private property
- North .. Private property
- South .. Road

Market value of the property is Rs.10 lacs.

In Witness whereof, both the parties have set their hands to this indenture of agreement at Bangalore on 13<sup>th</sup> day of April, 1990.

PARTY OF THE I PART

PARTY OF THE II PART

ATTESTORS:

- 1)RAMAIAH
- 2)KRISHNAIAH

From:

Mr.Umesh,  
Advocate,  
No.5, Balepet,  
Bangalore.

Date: 2.4.1992

To:

Mr.Thimmappa,  
No.20, Banashankari  
I Stage, Bangalore.

NOTICE

Under instructions from my client Sri.Boraiah son of Cheluvaiiah, residing at No.40, V Block, Rajajinagar, Bangalore, I issue this notice to you.

My client says that you are the owner of the property bearing No.20 situated in I Block, Banashankari I Stage, Bangalore. You have executed an agreement dated 13.4.1990 agreeing to sell the aforesaid property in favour of my client for a valuable sale consideration of Rs.10 lacs and on the same day you received a sum of Rs.6 lacs as advance. My client agreed to pay the balance sale consideration of Rs.4 lacs and take the sale deed at his cost within a period of six months from the date of agreement subject to you fulfilling certain conditions. According to the agreement, you are required to (i) obtain absolute sale deed from the BDA (ii) to produce encumbrance certificate from the date of allotment of the site till the date of agreement (iii) furnish up-to-date tax paid receipts, and (iv) obtain khata certificate. You agreed to hand over vacant possession of the property at the time of registration of the sale deed.

My client was ready and willing to pay the balance sale consideration and to take the sale deed at his cost. However, you have avoided to complete the transaction. In this connection, my client has approached you in person on many occasions but you have failed to execute the sale deed in terms of the agreement. In the circumstances, he has instructed me to issue this notice to you.

I hereby call upon you to receive the balance sale consideration from my client and to execute the sale deed by putting him in possession of the property at his cost, failing which legal action would be initiated against you holding you responsible for all the costs and consequences.

Yours faithfully,

(Umesh)  
Advocate.

From:

Sri.Raja Rao,  
Advocate,  
No.1, Cottonpet,  
Bangalore.

Date: 8.4.1992

To:

Sri.Umesh,  
Advocate,  
No.5, Balepet,  
Bangalore.

REPLY NOTICE

Your notice dated 2.4.1992 issued on behalf of your client Sri.Boraiah to my client Sri.Lingappa has been placed in my hands by my client with instructions to reply thereto as hereunder:

It is true that my client is the owner of property bearing No.20, I Block, Banashankari I Stage, Bangalore.

It is false to say that he has agreed to sell the property in favour of your client for a sum of Rs.10 lacs. According to my client, he was in dire need of money for his legal necessities to celebrate his daughter's marriage. Therefore he had approached your client to lend a sum of Rs.6 lacs as loan and agreed to repay the same with interest at 24% p.a.. Your client insisted that my client should execute an agreement of sale for Rs.10 lacs even though the value of the property was more than Rs.25 lacs. Accordingly, my client was compelled to execute an agreement as he was in dire need of money. Therefore, the agreement dated 13.4.1990 cannot be termed as an agreement of sale but it is only a document executed by my client as security for due repayment of the loan. Hence, question of executing any sale deed will not arise. My client cannot be compelled to hand over possession of the property or the document as demanded by you in your notice. In the circumstances, my client has instructed me to issue this reply calling upon you to advise your client suitably to receive the loan amount from my client on easy instalments. In spite of this reply if any legal action is initiated, your client will do so at his risk and peril and the same would be resisted by my client at the costs of your client.

Yours faithfully,

(Raja Rao)  
Advocate.

## LAW PAPER-III

**Time: 2 p.m. to 5 p.m.**

**Max. Marks: 100**

**Date: 14.04.2013**

**Note: Option is given to the candidates to write answers either in English or in Kannada.**

01. Frame the charge against the accused persons for their trial, on the basis of following charge sheet materials: 25

The complainant Rajendra was residing along with his wife Suma ;in Banashankari II Stage, Bangalore. As the properties of Smt.Suma at her parental place were sold, she brought the amount of Rs.1,00,000/- to her husband's house and she gave hand loan to 2-3 persons in her locality. Similarly, A-1 Ramesh son of Nagappa and A-2 Smt.Parvathi wife of A-1 also borrowed Rs.50,000/- from deceased Suma promising to repay the amount within three months. As A-1 to A-2 failed to repay the amount within the said period the deceased Suma went to the house of A-1 & A-2 to recover the amount at 5-30 p.m. on 18.2.2000. At that ;time the complainant had been to his business shop. When Suma asked to repay the amount at that time both accused picked up quarrel with her and A-1 pushed and made her to fell on the ground and A-2 held her tightly and A-1 stabbed Suma on the stomach with knife and caused her death and tried to bury the dead body in their house with an intention to screen the evidence. The complainant after coming to the house noticed that his wife was not in the house and enquired in the locality. Thereafter, he went to the house of the accused and asked them whether his wife came to their house to ask the repayment of the amount and the accused told that she did not come. Then he orally informed Banashankari police at 11 p.m. on the same night that his wife is not seen. Complainant on suspicion again went to the house of the accused on the next day morning and the door was locked. The complainant went back side of the house and peeped through kitchen window that the dead body of Suma was lying on the kitchen floor and there was bandage on the stomach and she is dead, and again he went to the police station and lodged the complaint against A-1 & 2.

02. Write considered judgment in the following case by giving valid and cogent reasons: 75

C.C.No.18/2003

State

..

..

..

Complainant

V/s

Bargath son of Nawab,  
Age – major, R/o Bangalore

Accused

The accused has been charge-sheeted by the State for the offence punishable under Sec.419 & 420 of IPC on the following charges:

1. That on 30.11.2002 at about 3-15 p.m. on Hosur Road near Central Silk Board Junction accused was proceeding on his Kinetic Honda, CW-2 Police Constable having seen the accused violating Traffic Rules stopped the accused and questioned him. The accused showing the identity card as a police constable attached to KSRP IV Battalion claimed that he was a KSRP constable even though he was not a KSRP police constable and personated and cheated CW-2 Raju, a Police Constable and the State and thus committed an offence punishable under Sec.419 of IPC within the cognizance of the Court.

2. That on the above said date, time and place, though you (the accused) were not the KSRP police constable claimed as KSRP police constable by showing a false identity card and cheated CW-2 Raju Police Constable and thereby committed an offence punishable under Sec.420 of IPC within the cognizance of this court.

Accused pleaded not guilty and claims to be tried for the aforesaid charges.

Sd/-  
Chief Judicial Magistrate  
Bangalore.

In order to prove the case of the prosecution, prosecution has relied upon the evidence of 5 witnesses PWs-1 to 5 and got marked documents Exs.P-1 to 5.

PW-1 Shivanna

Duly Sworn on:

EXAMINATION-IN-CHIEF: By APP

I was working as ASI attached to Madiwala police during the year 2001-02. I was entrusted with Tiger squad. On 30.11.2002 at about 3-15 p.m. near Silk Board Junction accused came in a Kinetic Honda CA-1269 from the opposite direction. When I enquired him he told me that he was a KSRP police constable. Since the accused was a beard person, complainant Raju CW-2 got suspicion about him and made further enquiry with the accused. Then it was informed by the accused that he was not a KSRP police but his friend one Ibrahim was working as KSRP

police and his identity card had been given to him by fabricating the same. Hence I lodged a complaint as per Ex.P-1. Ex.P-2 is the zerox copy of the identity card produced by the accused.

CROSS-EXAMINATION: By Sri.Sanjeeva Rao

I know the vehicle number of Tiger Squad. The accused had violated the traffic Regulation which fact was narrated to me by CW-2 PC Raju constable attached to me. The identity card was not seized in the presence of panchas. The driving license and also the identity card as per Ex.P-3 was shown to me. I have not stated the details of the documents of the vehicle in my complaint. I also did not enquire as to who is the owner of Kinetic Honda. Ex.P-3 was produced before the SHO. There is no special identification marks found on Ex.P-3. It is false to say that I have lodged a false complaint against the accused.

Re-Examination: Nil

R. O. I. & A. C.

Sd/-  
Chief Judicial Magistrate  
Bangalore

PW-2 C.Raju P.C

Duly Sworn on:.

EXAMINATION-IN-CHIEF: By APP

I was working as a police constable attached to Madiwala police station during the year 2002-03. On 30.11.2002 at about 3-15 p.m. I was entrusted with the duty of controlling the traffic near Silk Board Junction. At that point of time, accused came in a Kinetic Honda, I stopped the vehicle and enquired about him, since he had violated the traffic rules. Accused informed me that he was working as a police constable at KSRP. By that time PW-1 came to the spot in the Tiger Squad vehicle. In order to make enquiry the accused was taken by PW-1 to the police station. I have not seen any document which was produced by the accused before PW-2. I have not stated before PW-1 about the accused showing the identity card and I also did not inform PW-1 that I got suspicion about A-1 since he was a beard person.

(At this stage APP requests the court to treat this witness as hostile and APP was permitted to cross-examine the witness)

CROSS-EXAMINATION: By APP

It is true that I have given a statement before the police that accused was a beard person and I got suspicion and accused had shown identity card. I saw fake identity card in the police station.

CROSS-EXAMINATION: By Defence Counsel - Nil

Re-examination: - Nil -

R. O. I & A. C.

Sd/-  
Chief Judicial Magistrate  
Bangalore.

PW-3: Hiremath, Baqttalian Commandant

Duly sworn on:

EXAMINATION-IN-CHIEF: By APP

I was working as a Battalion Commandant of KSRP during the year 2002-03. On 2.1.2003 Madiwala police has sent a Photostat copy of ID card of one Bargat along with that I received a photograph of a person who was wearing KSRP uniform. I also received a photograph of the said person in civil dress. I examined those photos and identity card. In that identity card, it was mentioned as KSRP PC 786. On enquiry it was learnt that the accused Bargat was not working in KSRP and the identity card PC 786 did not belong to him. Ex.P-3 is the letter sent by me to Madiwala police. I have issued the copy of the identity card on the request of KSRP. The identity card sent by Madiwala police is a fake document. Seal of the office and signature of the issuing authority is not found on the document. Identity card does not bear the signature of the inspector who is the issuing authority.

CROSS-EXAMINATION: By Mr.Sanjeeva Rao

Based on the information of the Inspector I have issued Ex.P-2 letter. The photo sent to me is not so clear as to identify a person.

Re-examination: Nil

R. O. I. & A. C.

Sd/-  
Chief Judicial Magistrate  
Bangalore

PW-4: Sabu Thomas, Photographer

Duly sworn on:

EXAMINATION-IN-CHIEF: By APP

I am the proprietor of Brindavan Studio. I know the accused. He is my customer for the last few years. Few years back he had come to

my studio with a request to take his stamp size photograph. Accordingly I have taken his stamp size photograph. I have issued a receipt to the accused. Several months later, Madiwala police visited my studio and enquired with me as to whether the photograph of the accused was taken by me or not. I informed the police that it is he who had taken the photograph of the accused at his request. Ex.P-3 is the photograph taken by me.

CROSS-EXAMINATION: By Mr.Sanjeeva Rao

In the year 2002 accused had come to my studio for stamp size photograph. I did not deliver the negative to the accused or to the police. I am in the habit of delivering negatives to the customers. I cannot remember whether police had collected the copy of the receipt from me, original of which was issued to the accused. I can identify the customer on the basis of the photograph taken by me and also on the basis of the receipt issued by me. I cannot remember the date on which the police visited my studio for the purpose of enquiry. I do not remember the names and ranks of the police officers who visited my studio for enquiry.

Re-examination: Nil

R. O. I. & A. C.

Sd/-  
Chief Judicial Magistrate  
Bangalore

PW-5: T.Puttaramegowda

Duly sworn on:

EXAMINATION-IN-CHIEF: By APP

On 30.11.2002 at about 1545 hours PW-1 appeared before me and produced the accused with a report, identity card and a Kinetic Honda. I have registered a case in Cr.No.75/2003 and submitted FIR to the jurisdictional court. Ex.P-1 is the complaint lodged by PW-1. My endorsement is as per Ex.P-1(b). FIR is Ex.P-4. After securing the panchas I seized the ID Card and the Kinetic Honda under Mahazar Ex.P-5. ID card is Ex.P-3. I can identify the vehicle seized by me. ID card is a fake card. Accused was not a police constable.

ID card was sent by me to Commandant of KSRP for verification. Ex.P-2 is the reply sent by the Commandant of KSRP stating that the person found in the ID card was not working with them as a police constable. They have issued a certificate as per Ex.P-2.

CROSS-EXAMINATION: By Mr. Sanjeeva Rao

I have not examined Ibrahim who has been referred in the complaint. I have not collected negatives of the photos or a copy of the bill. It is true to say that I have not conducted investigation in regard to the preparation of ID card and I did not try to seize the printer used for preparing the ID card. I have not conducted investigation as to who had signed Ex.P-2. It is false to suggest that accused and the complainant were not in good terms and a false complaint has been lodged by PW-1.

Re-examination - Nil

R. O. I. & A. C.

Sd/-  
Chief Judicial Magistrate  
Bangalore

Accused statement under Sec.313 Cr.P.C. was recorded. He denied the allegation of the prosecution.

Witnesses examined for the prosecution:

PW-1 .. Shivanna  
PW-2 .. C.Raju P.C.  
PW-3 .. Hiremath  
PW-4 .. Sabu Thomas  
PW-5 .. T.Puttaramegowda

Witnesses for Defence: Nil

Exhibits marked for prosecution:

Ex.P-1 .. Complaint  
Ex.P-2 .. Letter of Commandant KSRP  
Ex.P-3 .. ID Card  
Ex.P-4 .. FIR  
Ex.P-5 .. Seizure mahazar

Documents marked for Defence: Nil

## TRANSLATION PAPER

**Time: 10 a.m. to 1 p.m.**

**Max. Marks: 100**

**Date: 13.04.2013**

### PART-I

I. Translate the following deposition into Kannada language: 15

The contents of Ex.P.1 are correct. I have not paid the third installment. Witness volunteers that she tendered the amount as per agreement but the deft declined to accept the amount and he told me that he will accept the amount after clearance of LIC dues. It is false to suggest that I have never offered to pay the third installment and that the defendant never refused to accept nor promised to receive the amount after discharge of LIC loan. Defendant had agreed to sell the property as he was in difficulty. I do not know the nature of his difficulty. It is true that defendant had furnished us the original documents, as on 20/11/1993. It is false to suggest that I have acknowledged the receipt of the original title deeds on 20/11/1993. An acknowledgement dated 20/11/1993 was confronted to the witness with the signature. The confronted document is marked as Ex.D.1 and the signature is at Ex.D.1(a). The signature at Ex.D.1(a) is my husband's signature. I do not know whether my husband has acknowledged as per Ex.D.1. I was not present at that time. It is false to suggest that it was agreed between us that possession of the ground floor was to be delivered only after registration of the sale deed. I have not made any correspondence with defendant calling upon him to execute the sale deed on or before 25/11/1993 with an offer to pay the balance amount. Witness volunteers that all communications were oral. I have no document, to show that I had kept the balance amount ready by 25/11/1993. I had not purchased the stamp paper but I had paid the amount to Srinivas Anand to purchase the stamp. It is false to suggest that I have not paid amount to Srinivas Ananda to purchase stamp paper.

II. Translate the following document into Kannada language: 15

This Indenture of lease entered into on 1<sup>st</sup> day of January,2013 at Bangalore, between:

Rajagopal Rao  
Son of Keshava Rao,  
Aged about 45 years,  
Resident at No.1,  
II Block, Jayanagar,  
Bangalore-11

Hereinafter referred to as Lessor, AND

Krishna Rao  
S/o Thirumala Rao,  
Aged about 40 years,  
No.48, Banashankari V Stage,  
Bangalore.

Hereinafter referred to as Lessee

(Both the terms lessor and lessee includes their legal representatives, legal heirs, successors in interest, administrators, etc.)

WITNESSETH:

Whereas Lessor is the owner of Premises No.1, II Block, Jayanagar, Bangalore-11 and that the lessee has approached the lessor to lease out first floor of premises No.1, II Block, Jayanagar, Bangalore and the lessor has also agreed to do so.

Therefore, this Indenture of Lease witnesseth as hereunder:

- 1) Lease shall commence from 1<sup>st</sup> of January,2013 and the same shall be in force for a period of 11 months from today;
- 2) Lessee shall pay monthly rent of Rs.5000/- on or before 5<sup>th</sup> of each month;
- 3) Lessee shall pay water and electricity charges separately;
- 4) Lessee shall not sub-lease or under-let or put any third party into the premises;
- 5) Lessee shall use the premises purely for his residential purpose and for his family members;
- 6) If the lessee fails to pay monthly rent continuously for a period of two months, the lesser would be at liberty to forfeit the lease and take possession of the property in accordance with law;
- 7) Lessee shall not cause any damage to the property and shall maintain it in a decent manner; and
- 8) After the expiry of the lease period, both the parties will be at liberty to renew the lease on the terms and conditions to be mutually agreed upon.

SCHEDULE: Part and parcel of I Floor of Premises No.1, II Block, Jayanagar, Bangalore-11 consisting of a Hall, Dining Hall, two bed rooms with attached bathrooms, kitchen, with all electrical fittings.

The Lessor and the Lessee have set their hands to this Indenture of lease on the day, month and year as aforesaid.

WITNESSES:

1.

2.

Bangalore,

Date:1.1.2013

Lessor

Lessee

III. Translate the following passage from a Judgment into Kannada language:

20

Article 54 of the Limitation Act specifies two points of time from which time begins to run for the purpose of computing the period of three years limitation with regard to filing suits for specific performance of contract. One, is the date fixed for performance of the contract and two, if no such date is fixed then when the plaintiff has notice of the performance being refused. Much reliance has been placed on the decision of the Apex Court in the case of **AHMED SAHEB ABIDULLA MULLA Vs. BIBLIAN**, by the counsel for the appellants to contend that in the instant case, the suit filed for specific performance was beyond the prescribed period of limitation and therefore, the suit filed by the respondent herein was not maintainable by placing reliance on the second limb of Article 54 of the limitation Act. While considering time from which period begins to run under Article 54 of the Limitation Act, the Apex Court in the aforesaid decision held that 'fixed' used in the said article in essence means having final or crystallized form or not stopped to change or fluctuation and the inevitable conclusion is that the expression "date fixed for the performance" is a crystallized notion which is clear from the fact that the second part of Article 54 states "time from which period begins to run" which refers to a case where no such date is fixed. In other words, the Apex Court held that when date is fixed, it means that there is a definite date fixed for doing a particular act and when there is no date fixed then when the plaintiff has notice that performance is refused is also a definite point of time when the plaintiff notices the refusal and in that sense both the particulars refer to definite dates.

#### PART-II

IV. Translate the following deposition into English language:

15

ದಿನಾಂಕ 21-1995 ರಂದು ವಾದಿ ಒಂದು ಕರಾರು ಪತ್ರ ಮತ್ತು ಜನರಲ್ ಫವರ್ ಆಫ್ ಅಟಾರ್ನಿ (ನಿಶಾನೆ-31 ಮತ್ತು 32) ಪತ್ರಗಳನ್ನು ತೆಗೆದುಕೊಂಡು ನಮ್ಮ ಮನೆಗೆ ಬಂದು ನಮ್ಮ ತಂದೆಯವರಾದ ನಂಜುಂಡಯ್ಯನವರ ಷೂತಿಯಲ್ಲಿ ಮಾತನಾಡಿ ಆ ದಿವಸ ನಮ್ಮ ತಂದೆಯವರಿಗೆ ಕಣ್ಣಿನ ಶಸ್ತ್ರ ಚಿಕಿತ್ಸೆ ಆಗಿದ್ದುದರಿಂದ ಅವರು ಈ ಕರಾರು ಪತ್ರದಲ್ಲಿ ನಾವು ಮಾತನಾಡಿರುವ ವಿಷಯಗಳೆಲ್ಲವನ್ನು ಬೈಪ್ ಮಾಡಿಸಿಕೊಂಡು ಬಂದಿದ್ದೀರಾ ಎಂದು ಕೇಳಲು, ವಾದಿಯು ನಮ್ಮ

ಮಾತುಕತೆಯಂತೆ ಎಲ್ಲವೂ ಈ ಕರಾರು ಪತ್ರದಲ್ಲ ಬೈಪ್ ಮಾಡಿಸಲಾಗಿದೆ ಎಂದು ಹೇಳಿ ನಮ್ಮ ತಂದೆ ಸಹಿ ಮಾಡಿ ನಾನು ಮತ್ತು ನನ್ನ ತಮ್ಮ ಪ್ರಭೃತ್ತಿಗಳನ್ನು ಸಹಿ ಮಾಡಲು ಹೇಳಿದರು. ನಮ್ಮ ತಂದೆಯವರ ಮಾತಿನಂತೆ ನಾವುಗಳು ಸಹಿ ಮಾಡಿ ನಮ್ಮ ತಂದೆಯವರ ಹೆಸರಿನಲ್ಲಿ ತಂದಿದ್ದ ರೂ.1,00,000-00 ಗಳ ಅಡ್ವಾನ್ಸ್ ಹಣವನ್ನು ದಿ.ದಿ.ಗಳ ಮೂಲಕ ಪಡೆದು ನನ್ನ ತಮ್ಮ 4ನೇ ಪ್ರತಿವಾದಿಯ ಸಹಿಗಾಗಿ ನಮ್ಮ ತಂದೆಯವರು ಈ ಕರಾರು ಪತ್ರ ಮತ್ತು ಜನರಲ್ ಫವರ್ ಆಫ್ ಅಬಾರ್ಡಿಯನ್ನು ತಮ್ಮ ಬಳಿ ಇಟ್ಟುಕೊಂಡಿದ್ದು ನನ್ನ ತಮ್ಮ ಸಂಜೆ ಮನೆಗೆ ಬಂದಾಗ ಈ ಕರಾರು ಪತ್ರಕ್ಕೆ ಮತ್ತು ಜನರಲ್ ಫವರ್ ಆಫ್ ಅಬಾರ್ಡಿಗೆ ಸಹಿ ಮಾಡು ಎಂದು ಕೇಳಿದಾಗ, ನನ್ನ ತಮ್ಮ ಶ್ರೀಕಂಠ ಈ ಮೇಲ್ಕಂಡ ಪತ್ರಗಳನ್ನು ಓದಿ ಅವರಲ್ಲಿ ಪ್ರಾರಾ ಹತ್ತು ಎಕರೆ ಜಮೀನು ಕೇವಲ ರೂ.1,00,000-00 ಗಳು ಎಂದು ನಮೂದಿಸಲಾಗಿದೆ ಎಂದು ನನ್ನ ತಮ್ಮ ನಮ್ಮ ತಂದೆಯವರಿಗೆ ತಿಳಿಸಲಾಗಿದೆ ಅವರು ವಾದಿ ನಮ್ಮನ್ನು ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಈ ರೀತಿ ಮಾಡಿದ್ದಾರೆಂದು ಕೋಪಗೊಂಡು ವಾದಿ ಬಂದ ನಂತರ ಮಾತನಾಡೋಣ ಎಂದರು.

V. Translate the following document into English language: 15

ಸನ್ ಒಂದು ಸಾರಿದ ಒಂಭತ್ತನೂರ ಎಂಭತ್ತ ಒಂಭತ್ತನೆಯ ಇಸವಿ ಸೆಪ್ಟೆಂಬರ್ ಮಾಹೇ ತಾರೀಖು ಇಪ್ಪತ್ತ ಐದರಲ್ಲ (25-9-1989) ಬೆಂಗಳೂರು-23, ಮಾಗಡಿ ರಸ್ತೆ, ಕೆಂಪಾಪುರ ಅಗ್ರಹಾರ, 4ನೇ ಅಡ್ಡ ರಸ್ತೆ, 1182 ನೇ ನಂಬರ್ ಮನೆಯಲ್ಲಿ ವಾಸವಾಗಿರುವ ಶ್ರೀ.ಎಂ.ಆದಿಕೇಶವಲು ನಾಯ್ಡು ರವರ ಮಗ ಸುಮಾರು (36) ವರ್ಷ ವಯಸ್ಸುಳ್ಳ ಶ್ರೀ.ಎ.ಗೋಪಿ ರವರಿಗೆ, ಬೆಂಗಳೂರು-23, ಮಾಗಡಿ ರಸ್ತೆ, ಕೆಂಪಾಪುರ ಅಗ್ರಹಾರ, 4ನೇ ಅಡ್ಡ ರಸ್ತೆ, 1182 ನೇ ನಂಬರ್ ಮನೆಯಲ್ಲಿ ವಾಸವಾಗಿರುವ ಲೇಟ್ ಮುನಿಸ್ವಾಮಿ ನಾಯ್ಡು ರವರ ಮಗ ಸುಮಾರು (72) ವರ್ಷ ವಯಸ್ಸುಳ್ಳ ಶ್ರೀ.ಎಂ.ಆದಿಕೇಶವಲು ನಾಯ್ಡು ಆದ ನಾನು ಬರೆಸಿಕೊಟ್ಟ ಸ್ಥಿರ ಸ್ವತ್ತಿನ ಸೆಟಲ್‌ಮೆಂಟ್ ಡೀಡ್ ಯಾವ್ಯವನ್ನೂ ಪತ್ರದ ಕ್ರಮವೇನೆಂದರೆ:-

ಅದಾಗಿ ತಾರೀಖು: 28-1-1963 ರಲ್ಲಿ ಬೆಂಗಳೂರು ಸಿಟಿ ಸೌತ್ ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್ ರವರ ಅಧೀನದಲ್ಲಿ 1 ನೇ ಬುಕ್ಟು, 2441 ನೇ ನಂಬರಾಗಿ ರಿಜಿಸ್ಟ್ರರು ಆಗಿರುವ ಕ್ರಯಪತ್ರದ ಮೂಲಕ ಜೆನ್ನಿಗಪ್ಪ ರವರಿಂದ ಶಾಂತಬಾಯಮ್ಮ ರವರ ಹೆಸರಿಗೆ ಕ್ರಯವಾಗಿ ಬಂದು ನಂತರ ತಾರೀಖು: 30-1-1967 ರಲ್ಲಿ ಬೆಂಗಳೂರು ಸಿಟಿ ಶ್ರೀರಾಮಪುರಂ ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್ ರವರ ಅಧೀನದಲ್ಲಿ 1 ನೇ ಬುಕ್ಟು, 11ನೇ ವಾಲ್ಯೂಂ, 152 ರಿಂದ 155 ನೇ ಪುಟಗಳಲ್ಲಿ 2061 ನೇ ನಂಬರಾಗಿ ರಿಜಿಸ್ಟ್ರರು ಆಗಿರುವ ಕ್ರಯ ಪತ್ರದ ಮೂಲಕ ಶ್ರೀಮತಿ.ಶಾಂತಬಾಯಮ್ಮ ರವರಿಂದ ನನ್ನ ಹೆಸರಿಗೆ ಕ್ರಯವಾಗಿ ಬಂದು ಅಲಾಗಾಯ್ತುಬಂದ ನನ್ನ ಸ್ವಾಧೀನಾನುಭವದಲ್ಲರುವ ಷೆಡ್ಯೂಲನಲ್ಲಿ ನಮೂದಿಸಿರುವ

ಬೆಂಗಳೂರು ಸಿಬಿ ಕಾರ್ಪೊರೇಷನ್ 32 ನೇ ಡಿವಿಷನ್‌ಗೆ ಸೇರಿದ, ಕೆಂಪಾಪುರ ಅಗ್ರಹಾರ, 4ನೇ ಅಡ್ಡ ರಸ್ತೆ, 1182 ನೇ ನಂಬರುಳ್ಳ ಪೂರ್ವಾ ಸ್ವತ್ತನ್ನು ಅಂದರೆ 50,000-00 ಐವತ್ತು ಸಾವಿರ ರೂಪಾಯಿಗಳು ಬೆಲೆ ಬಾಳುವ ಮನೆಯ ಸ್ವತ್ತನ್ನು ಶ್ರೀ.ಎ.ಗೋಪಿ ಆದ ನೀನು ನನಗೆ ಮಗನಾಗಿರುವುದರಿಂದಲೂ ಮತ್ತು ನನ್ನ ಮಗನಾದ ಎ.ಗೋಪಿ ಈತನಿಗೆ 1974 ರಲ್ಲಿ ಕಣ್ಣುಗಳನ್ನು ಸಹ ಕಳೆದುಕೊಂಡಿರುವುದರಿಂದಲೂ ಮತ್ತು ನೀನು ನಿನ್ನ ಮುಂದಿನ ಜೀವನಕ್ಕೆ ನನ್ನನ್ನೇ ಆಶ್ರಯಿಸಿಕೊಂಡಿರುವುದರಿಂದ ಅವನ ಮುಂದಿನ ಶ್ರೇಯೋಭಿವೃದ್ಧಿಗಾಗಿ ಇದರಡಿ ಜ್ಞೆಡ್ಡೂಲಿನಲ್ಲಿ ನಮೂದಿಸಿರುವ ಸ್ಥಿರ ಸ್ವತ್ತನ್ನು ಈ ದಿವಸವೇ ನಿನ್ನ ಹೆಸರಿಗೆ ರಿಜಿಸ್ಟರು ಮಾಡಿಸಿಕೊಟ್ಟು ಸವರಿ ಸ್ವತ್ತನ್ನು ಸಹ ಈ ದಿವಸವೇ ನಿನ್ನ ಸ್ವಾಧೀನಾನುಭವಕ್ಕೆ ಒಟ್ಟು ಕೊಟ್ಟಿರುತ್ತೇನೆ. ಈ ಸ್ವತ್ತು ನನಗೆ ಮೇಲ್ಕಂಡ ರೀತ್ಯಾ ನನ್ನ ಸ್ವಂತ ಸಂಪಾದನೆಯಿಂದ ಸ್ವಯಾರ್ಜಿತವಾಗಿ ಬಂದಿರುವ ಸ್ವತ್ತಾದುದರಿಂದ ಇದಕ್ಕೆ ನಾನೇ ಹಕ್ಕುದಾರನು ಹಾಗೂ ವಾರಸ್ತುದಾರನೆಂತಲೂ ಇದರ ಮೇಲೆ ಮೈನರು ಹಕ್ಕು, ಜೀವನಾಂಶದ ಹಕ್ಕು, ವಾರಸ್ತು ಹಕ್ಕು, ಪ್ರೀಧನದ ಹಕ್ಕು, ಇವೇ ಮೊದಲಾದ ಹಕ್ಕುದಾರಿ ತಕರಾರುಗಳಾಗಲೇ ಕೋರ್ಟುಗಳ ಜಪ್ತಿ ವಗೈರೆ ಅಬಾಳುಮೆಂಟುಗಳ ತಕರಾರುಗಳಾಗಲೇ ಅಧಾರ ಭೋಗ್ಯ ವಗೈರೆ ಪರಾಧೀನಗಳ ತಕರಾರುಗಳಾಗಲೇ ಯಾವುದು ಇರುವುದಿಲ್ಲ ಎಂದು ನಿನಗೆ ಸಂಪೂರ್ಣ ನಂಬಿಕೆ ಹೇಳಿ ಈ ಸ್ವತ್ತನ್ನು ನಿನಗೆ ಈ ವ್ಯವಸ್ಥಾ ಪತ್ರದ ಮೂಲಕ ವ್ಯವಸ್ಥೆ ಮಾಡಿಕೊಟ್ಟಿರುತ್ತೇನೆ ಎಂದು ನನ್ನ ಖುದ್ದು ಮನೋರಾಜಿಯಿಂದ ಒಪ್ಪಿ ಬರಿಸಿಕೊಟ್ಟ ಸ್ಥಿರ ಸ್ವತ್ತಿನ ಸೆಬೆಲ್‌ಮೆಂಟ್ ಡೀಡ್ ಯಾ ವ್ಯವಸ್ಥಾ ಪತ್ರ ಸಹಿ.

VI. Translate the following passage from a Judgment into English language:

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ನಮ್ಮ ಮುಂದೆ ಮಂಡಿಸಿರುವ ಅಪೀಲುದಾರನ ಒಂದೇ ಒಂದು ಅಸಮಧಾನವೇನೆಂದರೆ, ನ್ಯಾಯಾಲಯವು ಸ್ವತಃ ತಾನಾಗಿಯೇ, ಒಟ್ಟಾರೆ 7 ವಿವಾದಾಂಶಗಳನ್ನು ಪುನಃ ರೂಪಿಸಿದ ಮತ್ತು ಪಕ್ಷಕಾರರಿಗೆ ಅಹವಾಲು ಹೇಳಿಕೊಳ್ಳಲು ಒಂದು ಅವಕಾಶವನ್ನು ನೀಡದೆ, ಪಕ್ಷಕಾರರಿಗೆ ತಿಳಿಯದಂತೆ ಕ್ರೋಸದಾಗಿ ರೂಪಿಸಿದ ವಿವಾದಾಂಶಗಳಿಗೆ ತನ್ನದೇ ಆದ ರೀತಿಯಲ್ಲಿ ಉತ್ತರಿಸಿ ತೀರ್ಪನ್ನು ಮತ್ತು ದಿಕ್ರಿಯನ್ನು ನೀಡಿದೆ ಎಂಬುದಾಗಿದೆ. ಆದ್ದರಿಂದ, ಅವನು, ನ್ಯಾಯಾಲಯವು ಅನುಸರಿಸಿದ ಕ್ರಮವು ತಪ್ಪಾಗಿದೆ ಎಂಬುದಾಗಿ ವಾದ ಮಾಡಿದನು.

ಆರ್ಟರ್ ಜೀಜ್‌ನ್ನು ಅವಲೋಕಿಸಲಾಗಿ, ಅಧೀನ ನ್ಯಾಯಾಲಯವು ಸ್ವತಃ ತಾನಾಗಿಯೇ ಹೆಚ್ಚುವರಿ ವಿವಾದಾಂಶಗಳನ್ನು ರೂಪಿಸಿದ ಮತ್ತು ಅವುಗಳನ್ನು ಪಕ್ಷಕಾರರ ಪರ ಮಾನ್ಯ ವಕೀಲರಿಗಾಗಲಿ ಅಥವಾ ಸಂಬಂಧಪಟ್ಟ ಪಕ್ಷಕಾರರಿಗಾಗಲೇ ತಿಳಿಸಲಿಲ್ಲವೆಂಬುದು ನಮಗೆ

ಸ್ವಪ್ನವಾಗುತ್ತದೆ. ಅಧೀನ ನ್ಯಾಯಾಲಯವು, ವಿವಾದಾಂಶಗಳನ್ನು ಪ್ರನಃ ರಚಿಸಿ ಮತ್ತು ಸ್ವತಃ ತಾನಾಗಿಯೇ ಹೆಚ್ಚುವರಿ ವಿವಾದಾಂಶಗಳನ್ನು ರೂಪಿಸಿ, ಕೆಲವು ವಿವಾದಾಂಶಗಳನ್ನು ರುಖವಾಚುಪಡಿಸುವ ಕ್ರೋಣಿಯನ್ನು ಪ್ರತ್ಯಕ್ಷೀಲುದಾರನ ಮೇಲೆ ಮತ್ತು ಕೆಲವು ವಿವಾದಾಂಶಗಳನ್ನು ರುಖವಾಚುಪಡಿಸುವ ಕ್ರೋಣಿಯನ್ನು ವಾದಿಯ ಮೇಲೆ ಹಾಕಿದೆ. ನ್ಯಾಯವಾಗಿ ಎರಡೂ ಪಕ್ಷಕಾರರಿಗೆ, ನಾಕ್ಲವನ್ನು ನೀಡಲು ಪಕ್ಷಕಾರರು ಇಚ್ಛಿಸಿದರೆ, ಹಾಗೆ ಅವಕಾಶವನ್ನು ಕೊಡುವುದು ಅಧೀನ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಬಿಟ್ಟದ್ದು ಮತ್ತು ಪಕ್ಷಕಾರರು ಅದಾಗಲೇ ನೀಡಿರುವ ನಾಕ್ಲವು ಸಾಕು ಎಂಬ ಅಭಿಪ್ರಾಯಪಟ್ಟರೆ, ಆಗಲೂ ಸಹ ಮಾರ್ಪಡಿಸಿದ ಅಥವಾ ಪ್ರನಃ ರೂಪಿಸಿದ ವಿವಾದಾಂಶಗಳ ಬಗ್ಗೆ ವಾದಗಳನ್ನು ಮಂಡಿಸಲು ಪಕ್ಷಕಾರರ ಪರ ಮಾನ್ಯ ವಕೀಲರನ್ನು ಕೋರುವುದು ಅಧೀನ ನ್ಯಾಯಾಲಯಕ್ಕೆ ಬಿಟ್ಟದ್ದು. ಅಂತಹ ಕ್ರಮವನ್ನು ಅನುಸರಿಸಲಿಲ್ಲವಾದ್ದರಿಂದ ನಾವು, ಅಧೀನ ನ್ಯಾಯಾಲಯವು ಎಸಗಿದ ಕಾನೂನುಬಾಹಿರತೆಯಿಂದ ಮಾತ್ರವೇ ತೀರ್ಪನ್ನು ಮತ್ತು ದಿಕ್ರಿಯನ್ನು ತಳ್ಳಿಹಾಕಬೇಕಾಗಿದೆ ಎಂಬುದು ನಮ್ಮ ಅಭಿಪ್ರಾಯ. ತದನುಸಾರವಾಗಿ, ನಮ್ಮ ಪರಿಶೀಲನೆಗಾಗಿ ಉದ್ಭವಿಸಿರುವ ವಿವಾದಾಂಶಕ್ಕೆ ನಾವು ಪ್ರತ್ಯಕ್ಷೀಲುದಾರನ ಪರವಾಗಿ ಮತ್ತು ವಾದಿಯ ವಿರುದ್ಧವಾಗಿ ಉತ್ತರಿಸಿದ್ದೇವೆ.