

**HIGH COURT OF BOMBAY AT GOA  
MAIN WRITTEN EXAMINATION FOR THE POST OF CIVIL JUDGE JUNIOR  
DIVISION AND JUDICIAL MAGISTRATE FIRST CLASS- 2023  
PAPER-I**

**22<sup>nd</sup> September, 2024**

**Time : 03 Hours**

**Total marks: 100**

**Instructions:**

1. All questions are compulsory. Figures to the right indicate marks.
2. Do not reproduce any question. Number of optional questions up to the prescribed number in the order in which the questions have been solved will only be assessed and excess answers of the question(s) will not be assessed.
3. Other than cited cases, candidates should not write roll number, any name(s) (including his / her own), signature, initials, address or any indication of his / her identity anywhere, inside the answer book, otherwise he/she would be disqualified.

**Q.1** Write a judgment based on following facts, assuming that necessary **Marks: 20** documents have been produced and witnesses have been examined.

The plaintiff and the defendants no.1 and 2 entered into an agreement for sale on 7/01/1984, wherein the said defendants represented to the plaintiff to be absolute owners of the suit property, admeasuring 470 square meters at the rate of Rs. 85/- per square metre. The plaintiff paid Rs.10,000/- (Rupees ten thousand only) as earnest money towards performance of the said agreement and the defendants no.1 and 2, had undertaken to finalize the sale deed within a period of 12 months. This agreement was renewed on same terms and conditions by execution of agreements dated 15/1/1985 and 16/1/1986. When the plaintiff made several representations and reminders requesting the defendants no.1 and 2 to execute the final sale deed, the defendants no.1 and 2 handed over to the plaintiff certain documents in June 1987, pertaining to

the suit property disclosing co-ownership of defendant no.3 over the suit property. The plaintiff sent a notice to the defendants no.1 and 2 on 27/7/1987 requiring them to execute the final sale deed at the earliest. The plaintiff has always been ready and willing to perform her part of the contract. Defendants failed to execute the sale deed, hence the suit for specific performance, with compensation for the delay in execution of sale deed and damages for non performance.

The defendants, in their pleadings, stated that defendant no.3, who is the wife of defendant no.2, has no privity of contract with the plaintiff and therefore, the plaintiff has no cause of action to file the suit against the defendant no.3 and the suit is not maintainable against her. The Plaintiff at the time of entering into the agreements was aware that defendant no.3 is a co-owner. The defendant no.3 was not agreeing or consenting to the said agreement executed by defendants no.1 and 2, due to which the defendants no.1 and 2 by their reply dated 31/7/1987, offered to return the amount of Rs.10,000/- with interest as the execution of the sale deed was impossible. The agreement is unenforceable in law. The suit is barred by the law of limitation.

**Q.2.** Write short notes on *any two* of the following

**Marks: 16**

- A. Communication of proposal, acceptance and revocation as per the Contract Act, 1872.
- B. What kind of property may be transferred as per the Transfer of Property Act, 1882?
- C. Implied conditions as to quality or fitness, as per the Sale of Goods Act, 1930.

**Q.3** Discuss *any four* of the following-

**Marks: 16**

- A. Injunction to perform negative agreement.
- B. Clog on redemption of mortgage.
- C. 'Restitution' as per the Code of Civil Procedure, 1908.
- D. Conditions for a valid Hindu Marriage.
- E. 'Mundkar' as per the Goa, Daman and Diu Mundkars (Protection from Eviction) Act, 1975.
- F. Rights of outgoing partner to carry on competing business.
- G. Time limit to carry out the Will as per the Goa Succession, Special Notaries and Inventory Proceeding Act, 2012.
- H. Contracts made in the exercise of the executive power of the Union or of a State.

**Q.4** Answer *any two* of the following

**Marks: 16**

- A. "The Courts shall have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is either expressly or impliedly barred". Explain.
- B. What is meant by Lease and what are the rights and liabilities of a lessor as per the Transfer of Property Act, 1882. How does a 'lease' differ from a 'license'.
- C. Once time has begun to run no subsequent disability or inability to institute a proceeding will stop it. Explain.
- D. Extinction of easement by non-enjoyment.

**Q.5** Write short notes on *any four* of the following

**Marks 16**

- A. Effect of substituting or adding new plaintiff or defendant, in terms of the Limitation Act, 1963.
- B. Subrogation as per the Transfer of Property Act, 1882.

- C. Rights which cannot be acquired by prescription as per the Easements Act, 1882.
- D. Sale by sample and implied conditions therein, as per the Sale of Goods Act, 1930.
- E. Sub-letting, sub-division, assignment of land by a tenant as per the Goa Agricultural Tenancy Act, 1964.
- F. Opening of succession, as per the Goa Succession, Special Notaries and Inventory Proceeding Act, 2012.
- G. Fundamental duties as per the Constitution of India (any eight).
- H. Damages in lieu of or in addition to injunction.

**Q.6** Answer *any two* of the following

**Marks 16**

- A. What is meant by 'Res Judicata'?
- B. What are the circumstances in which tenancy can be terminated by the landlord, as per the Goa, Daman and Diu Agricultural Tenancy Act, 1964?
- C. What are the general rules of succession in case of Hindu female, as per the Hindu Succession Act, 1956?
- D. What are grounds of eviction of a tenant as per the Goa, Daman And Diu Buildings (Lease, Rent And Eviction) Control Act, 1968.

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Q.1 Write a judgment on the following facts by assuming that the Marks: 20 necessary documents have been produced.

It is the case of the complainant that he knows the accused and they are distant relatives. The accused borrowed a sum of ₹2,00,000/- from the complainant for his personal needs. Towards repayment of such borrowed amount, the accused issued two cheques in favour of the complainant dated 04/06/2014 amounting to ₹1,00,000/- each, drawn on Corporation Bank, Loliem branch Cancona. The complainant presented both cheques for encashment on 15/07/2014. However, the cheques were returned with the endorsement "Account closed". This memorandum was received by the complainant on 15/07/2014. A statutory demand notice dated 16/07/2014 was addressed to the accused through registered post demanding the amount of ₹ 2,00,000/-.

Notice was served on the accused on 18.07.2014. The accused failed to comply with the demand. However the accused replied to the said notice denying the liability and raised defence of illegal money lending. Accordingly, a complaint was lodged.

The complainant stepped into the witness box and produced both the cheques, cheque return memos, legal notice as well as reply received from the accused. One witness was examined by the complainant being the Branch Manager of Corporation Bank wherein the accused was having Savings Bank Account.

In his examination under Section 313 of Cr.P.C., the accused admitted relationship with the complainant and also the fact that he had borrowed the sum of ₹2,00,000/- from the complainant but claimed it to be an illegal money lending transaction. The accused furnished names of persons to whom the complainant had lent money in similar fashion. The accused did not step into the witness box nor led any evidence.

Q.2 Write short notes on *any two* of the following

Marks: 16

- A. Provisions in Code of Criminal Procedure, 1973 as to accused persons of unsound mind.
- B. Relevancy and conclusiveness of judgments as per the Evidence Act, 1872.
- C. Grant of anticipatory bail in offences punishable under the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989.

Q.3 Discuss *any four* of the following-

Marks: 16

- A. Presumptions as to offences under the Scheduled Castes and

Scheduled Tribes (Prevention of Atrocities) Act, 1989.

- B. Interim compensation as per the Negotiable Instruments Act, 1881.
  - C. Procedure as per the Code of Criminal Procedure 1973, when corporation or registered society is an accused.
  - D. Acts against which there is no right of private defence.
  - E. Rules as to 'notice to produce' as per the Indian Evidence Act, 1872.
  - F. Summary procedure for trial for giving false evidence.
  - G. Impeaching credit of witness.
  - H. 'Further investigation' into an offence.
- Q.4 Answer *any two* of the following Marks: 16
- A. What is 'Defamation' and what are exceptions to it as per the Indian Penal code, 1860.
  - B. Relevancy of 'character' as per the Indian Evidence Act, 1872.
  - C. Plea bargaining in Indian scenario.
  - D. Culpable homicide is genus and murder its specie. Explain
- Q.5 Write short notes on **any four** of the following Marks 16
- A. Withdrawal from Prosecution, as per the Code of Criminal Procedure, 1973.
  - B. Opinion of expert.
  - C. Assault and battery.
  - D. Robbery and dacoity.
  - E. When does the right of private defence of property extend to causing death.
  - F. Contour of re-examination of a witness.

G. Limitation for taking cognisance of offences.

H. Irregularities which vitiate the proceedings under the Code of Criminal Procedure.

Q.6 Write an essay of approximately 800 words on *any one* of the Marks 16 following topics:

A. Means to arrest offences against women.

B. Role of advocates in alternate dispute resolution.

C. Rule of law.

D. Rights of accused vis-a-vis modern scientific techniques of investigation like DNA analysis, narco analysis, brain mapping and lie detector.

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