

**HIGH COURT OF BOMBAY
MAIN WRITTEN EXAMINATION-2024
FOR THE POST OF DISTRICT JUDGE
PAPER-1 CIVIL LAW
QUESTION PAPER**

Date: 18 th January, 2025	Total Marks: 100
Time: 11.00 a.m. to 2.00 p.m.	

INSTRUCTIONS

1. All Questions are compulsory.
2. Figures to the right indicate marks.
3. Answers to optional questions, in excess of prescribed number, will not be assessed.

Q.1 Write a judgment of Appellate Court by using your own imagination 30
on the following facts after mentioning bare necessary facts and presuming that necessary witnesses were examined and relevant documents have been produced. Do not mention any names other than those given in the question and if necessary to mention names of witnesses, refer them as PW-1.... or DW-1...., as the case may be, without mentioning any name. Judgment need not be with the cause title and may begin with a title 'Judgment'. Do not mention your name or any other name or put signature as author of the judgment.

01. Defendant no.1 executed a registered agreement for sale dated 7th December 1981 by which he agreed to sell the suit land to Plaintiff No.1 and 2 for Rs. 20,300/-. Defendant no.1 received Rs. 17,000/- at the time of execution of the agreement and agreed to execute the sale deed within three years from the date of execution of agreement, by accepting balance consideration. Possession was agreed to be given on the execution of sale deed. Despite notices and repeated requests Defendant no.1, did not execute the sale deed and hence the Plaintiffs filed suit for specific performance on 17th December, 1983.

02. On 6th September 1983, the Defendant no.1, sold 1.60 acres out of the suit property to the Defendant nos. 2 and 3, by a registered sale deed. By another sale deed dated 12th December 1983, the Defendant no.1, sold the remaining part of the suit property to the Defendant nos. 2 and 3. The plaint was amended to incorporate subsequent transactions which were alleged to be collusive, with a prayer for specific performance against all the defendants.

03. The defendants, filed separate written statements. Defendant no.1 contended that the suit agreement was fictitious. Legal heirs of Defendant no.1 pleaded that Plaintiff no.2 is their cousin brother and Plaintiff no.1 is a friend of Plaintiff no.2. A fictitious agreement without any consideration was prepared by Plaintiff no.2 for putting pressure and deterring deceased Defendant No.1, from alienating the property. The agreement was not acted upon. The consideration shown in the agreement was much less than the market value. In the written statement filed by the Defendant nos. 2 and 3, it was pleaded that the suit agreement is a forged document which was never to be acted upon. Plaintiff no.1, was not an agriculturist and hence agreement could not have been executed in his favour. It is pointed out that the Plaintiff no.2 and the Defendant no.1 were relatives. The Plaintiffs never paid any money to the Defendant no.1. They were bonafide purchasers.

04. Both parties led oral and documentary evidence. Plaintiff no.1 examined himself and reiterated the suit contentions and denied the case set up by the defendants. Plaintiff no.2, did not support the Plaintiff no.1 and deposed that, the agreement was merely to deter defendant no.1 from alienating the suit property, as he was addicted to vices and the agreement was never to be acted upon. The Plaintiff no.2 proceeded to state that he had not filed the suit, and the signature shown to him on the plaint and vakalatnama were of someone else.

05. The trial Court, decreed the suit. Defendant No. 2 to 4, have filed an appeal contending that (a) the trial Court wrongly refused to consider the submission that the agreement was sham and not to be acted

upon by relying on section 91 and 92 of the Evidence Act, 1872. (b) Plaintiffs did not seek setting aside of the sale deeds in favour of the Appellants and were thus not entitled to seek a decree for specific performance in the absence of such declaration. (c) as Plaintiff no.1 is admittedly not an 'agriculturist' within the meaning of the applicable Tenancy Law, sale deed cannot be executed in his favour. (Note: Agreement for sale is also compulsorily registrable for the area within which the suit property is situated. The relevant provision of the Tenancy Law states that an agricultural holding cannot be transferred by way of sale to a non-agriculturist without the permission of the Collector.)

Q.2 Write a detailed note of about 400 words on any one of the following:- **20**

- A Secularism is not antagonistic to religion but reflects State's neutrality towards religion.
- B Federalism and Co-operative Federalism from Constitutional perspective.
- C "The procedure adopted for amending the Constitution is unique; it is not rigid yet difficult." Elaborate.
- D Judicial review under the **Constitution of India**.

Q.3 Answer any two of the following in detail. **20**

- A Pre-institution mediation and settlement as per the **Commercial Courts Act, 2015** in the light of the judicial pronouncements.
- B *Res judicata* as per the **Code of Civil Procedure, 1908**.
- C Provisions as to appointment of 'arbitrator' as per the **Arbitration and Conciliation Act, 1996**.
- D Specific performance of a part of contract, as per the **Specific Relief Act, 1963**.

Q.4 Distinguish between any two of the following legal definitions/concepts. 20

- A 'Action for breach of Trade Mark' and 'Passing off action'.
- B 'Charge' and 'Mortgage'.
- C 'Partnership' and 'Limited Liability Partnership'
- D 'Strict liability' and 'vicarious liability'.

Q.5 Write short notes on any two of the following. 10

- A 'Auction sale' as per the **Sale of Goods Act, 1930.**
- B Consequences of marriage under the **Special Marriage Act, 1954.**
- C Anti-suit injunction.
- D *Ejusdem generis*
