

Examination for Recruitment to Grade-III
of Tripura Judicial Service, 2015

Law Paper-I

Full Marks-100

Time-3 hours

Answer any one question each from Group-A and B (in approx. 1000 words each) and any four questions each from Group-C to F (in approx. 300 words each).

Group-A

10 marks

1. Article 21 of the Constitution guarantees the fundamental rights of life and liberty. Discuss the legislative history of this provision and its evolution and development with specific reference to case law.

Or

2. How are Judges appointed to the High Courts and the Supreme Court of India? Discuss with reference to the provisions of the Constitution and the case law.

Group-B

10 marks

1. What are the different aspects of jurisdiction of Civil Courts envisaged in the Civil Procedure Code? Discuss with reference to the provisions of the CPC and case law.

Or

2. In what cases, can a Civil Court grant ex parte temporary injunctions and what procedure has to be followed? Discuss with reference to legal provisions and case law.

Group-C

5 x 4=20 marks

1. Briefly discuss the concept of the citizenship and the rights of the people who migrated from erstwhile Pakistan to India with reference to the constitutional provisions.

2. What is the concept of right to equality? Discuss.

3. What are the legislative powers of the Governor of a State?

4. What are the writs normally issued by the High Courts? Describe each type of writ in your own words.

5. Which Article of the Constitution provides that there should be freedom of trade and commerce throughout the territory of India and what are the powers of Parliament to impose restrictions on the

same? Discuss with reference to constitutional provisions and case law.

6. Discuss with reference to the constitutional provisions the power of the Union to impose emergency.

Group-D

5 x 4=20 marks

1. What is *res judicata*? Discuss with reference to case law and the legal provisions.
2. How are suits to be filed by or against the Government? Discuss with reference to the statutory provisions.
3. What are the inherent powers of a Civil Court? Discuss with reference to the statutory provisions and case law.
4. In which circumstances can amendment of pleadings be allowed? Discuss with reference to case law.
5. Discuss with reference to the legal provisions how a suit by or against a minor is to be filed.
6. What is meant by inter-pleader suit? Discuss with reference to legal provisions.

Group-E

5 x 4=20 marks

1. Give 5(five) examples of property which cannot be transferred under section 6 of the Transfer of Property Act.
2. What is meant by *lis pendens*? Discuss with reference to statutory provisions.
3. Enumerate the different types of mortgages mentioned in the Transfer of Property Act setting out the distinctive feature of each type of mortgage.
4. You are a lawyer. A client approaches you to draft a lease of his house the value of which is more than ₹ 100 for a period of 2(two) years in favour of a bank. What will be the essential of this lease? Discuss with reference to statutory provisions.
5. What is a gift and when is a gift complete? Discuss with reference to statutory provisions.
6. What is meant by sale and how is a contract for sale entered into? Discuss with reference to statutory provisions.

Group-F**5 x 4=20 marks**

1. What is meant by fraud under the Contract Act and what is the effect of fraud on a contract? Discuss with reference to statutory provisions.
2. What is a void agreement? Describe at least five types of agreements which are void. Refer to relevant statutory provisions.
3. What is meant by a contingent contract and in what circumstances can such contract be enforced or the same become unenforceable? Discuss with reference to the statutory provisions.
4. In case of breach of contract stipulating a penalty, what is the remedy of the party adversely affected by the breach to claim damages? Discuss with reference to relevant statutory provisions.
5. What is the difference between hypothecation and pledge? Refer to relevant statutory provisions.
6. Is the guarantor who enters into a contract of guarantee liable to the same extent as the principal debtor and under what circumstances can his guarantee be revoked? Refer to relevant statutory provisions.
