

**MAIN WRITTEN EXAMINATION FOR THE POST OF  
CIVIL JUDGE JUNIOR DIVISION & JUDICIAL MAGISTRATE FIRST CLASS,  
GOA STATE JUDICIAL SERVICE (2014).**

**PAPER – I ( 07.12.2014)**

**Time : 3 Hours**

**Max. Marks : 100**

**Note:-(1) Que. No.1 is compulsory.**

**(2) Solve any 5 out of the remaining questions.**

**Que.No.1 : Draft judgment on the following facts:**

- \* Frame proper issues arising out of stated pleadings.
- \* Adhere to contents of judgment required under the C.P.C.
- \* Wherever it is necessary you may exercise discretion in filling up details, while appreciating evidence, which ordinarily one comes across during trial of a civil suit.
- \* Give logical, legal and proper reasons in support of your findings and conclude the judgment with a proper order.

**Averments in the plaint**

Plaintiff XYZ claim that he has agreed to purchase from defendant a plot of land admeasuring 300 sq. mts. , situated at Mapusa, Goa, for a sum of Rs. Twenty Lakhs by executing an agreement of sale deed dt. 6.3.2013, and paid a sum of Rs. One Lakh as earnest amount. On the date of execution of agreement, Plaintiff was put in possession of the land and it was agreed that the sale deed was to be executed within six months from the that date. As the defendant failed to execute the sale deed within six months thereafter, Plaintiff filed a suit for specific performance of contract and in alternate for refund of earnest amount with interest and compensation.

**Averments in Written Statement**

Defendant contested the suit by claiming that the agreement is not enforceable as it was executed only for the purpose of security to the loan of Rs. One

Lakh which he borrowed from the Plaintiff for his daughter's marriage. He further claimed that out of said loan, he repaid an amount of Rs. Forty thousand and he is ready and willing to repay the remaining amount of Rs. Sixty thousand with interest to the Plaintiff in installments. He further claimed that the possession of the suit plot was never handed over to the plaintiff and same is with the defedant. He claimed that plaintiff has not pleaded his willingness and readiness to perform his part of contract nor issued any notice to him before filing the suit. Hence, he claims that on all counts suit of plaintiff is liable to be dismissed with cost.

Marks : 20

**Que. No.2 : Discuss any four of the following:**

- (a) What is *Benami* transaction? What is the effect of such transaction?
- (b) Rejection of Plaintiff and Return of Plaintiff.
- (c) What is mediation? How it operate?
- (d) What is Jurisdiction? Describe types of jurisdiction?
- (e) Define Admission? When and how admission against person making it be proved?
- (f) Describe the provisions regarding introduction and retirement of a partner under Indian Partnership Act?

Marks : 16

**Que. No.3 : Answer any four of the following:**

- (a) What are the pre-requisites of grant of relief of temporary injunction?
- (b) Elaborate the circumstances under which the relief of interim mandatory injunction can be granted?
- (c) What are the restrictions on attachment of salary in execution proceedings?
- (d) Discuss Counter Claim and Set off.
- (e) Abatement of suit and setting aside of abatement.
- (f) Examination of an Expert?

Marks : 16

**Que. No.4 : Write short notes on any four:**

- (a) Burden of proof.
- (b) Estoppel.
- (c) Proved, disproved and not proved.
- (d) Adverse possession.
- (e) Cause of action.
- (f) *Res-judicata*.

**Marks : 16**

**Que. No.5 : Answer any four of the following:**

- (a) Explain and elaborate:- Court can appoint a Receiver when it is just and convenient---
- (b) Scope of review of judgment or order?
- (c) Doctrine of part performance. Explain.
- (d) Effect of transfer pendente lite.
- (e) Essential ingredients of a valid contract?
- (f) Explain and elaborate:- Jurisdiction to pass decree of specific performance is discretionary---

**Marks : 16**

**Que. No.6 : Answer any four of the following:**

- (a) What are the rights of a purchaser against the vendor with no title or imperfect title?
- (b) Contract which can not be specifically enforced. Specify.
- (c) When can a party be permitted to lead secondary evidence? State the procedure to be adopted by the Court?
- (d) Discuss the procedure for filling suit by Indigent person?
- (e) What is effect of non registration of a Firm?
- (f) Procedure to be followed in a suit against a minor? Discuss.

**Marks : 16**

**Que. No.7 : Discuss any four of the following:**

- (a) Alternate Dispute Resolutions.
- (b) Indemnity and Guarantee.
- (c) Contingent interest.
- (d) Representative Suit.
- (e) Bailment.
- (f) Easement of necessity.

**Marks : 16**

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