

HIGH COURT OF DELHI : NEW DELHI

DELHI HIGHER JUDICIAL SERVICE PRELIMINARY EXAMINATION - 2013

NOTICE

It is to notify that the objections to the Model Answer Keys in respect of Delhi Higher Judicial Service Preliminary Examination – 2013 held on 06.04.2014 which were invited by way of notice dated 09.04.2014, have been duly considered and it has been found that the Model Answer Keys in respect of all such Questions in respect of which objections were received till 23.04.2014 are correct except the following Question:

<u>Series</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
Q. No.	84	34	59	09

The reasons pertaining to the Answer Keys of such Questions in respect of which objections were raised, have been mentioned in the Remarks Column of Annexure 'A' appended to the Notice.

As regards the aforementioned question, the same stands deleted and the result of the examination will be tabulated after deleting the aforesaid question.

Sd/-
[SANGITA DHINGRA SEHGAL]
REGISTRAR GENERAL
05.05.2014

ANNEXURE- A

**Response to the objections received from the candidates with respect to Answer Key of
Delhi Higher Judicial Service Preliminary Examination, 2013 held on 06.04.2014**

(Correct option given in the Answer Key is reflected in BOLD)

Sl. No.	Question	Remarks
1.	Strongest muscle of the body is located in (1) Biceps (2) Jaw (3) Legs (4) Chest	Based on the information given in <i>Manorama Year Book, 2014</i> – page 208.
2.	Unauthorized access to computer system by passing the security mechanism of the system or network is called (1) Identity theft (2) Data theft (3) Hacking (4) E-mail spoofing	The term is not defined in the amended I. T. Act. As per Chambers 21 st Century Dictionary, the term “hacking” has been defined as : “the act or practice of gaining unauthorized access to computer files.”.
3.	The International Court of Arbitration is an institution for the resolution of (1) Territory Disputes between two countries (2) International Diplomatic Conflicts (3) International Commercial Disputes (4) Dispute arising out of Breach of Treaty between two countries	Based on the information given in <i>Current Affairs, December 2013, Rahul’s IAS</i> – page 23.
4.	‘Averse’ means (1) Inclined (2) Eager (3) Unwilling	According to oxford dictionaries – the word Averse is used with a negative.. it means – Having a strong dislike of or opposition to something. Therefore out of the 4 choices given for the meaning of

	(4) Adverse	Averse – the option Unwilling is appropriate.
5.	Choose the word that has similar relationship: Medicine : illness :: law : _____ (1) Motion (2) Discipline (3) Treason (4) Etiquette	Just as the relationship of ‘medicine’ is with ‘illness’ <u>in general</u> , similar is the relationship of ‘law’ with ‘discipline’ <u>in general</u> .
6.	Complete the gap: I don’t like black coffee. I usually have it with _____ (1) Two sugar and one milk (2) Many milk (3) Two pieces of sugar (4) Milk and sugar	Answer: Milk and Sugar (4) is the correct answer as Uncountable nouns are substances, concepts etc that we cannot divide into separate elements. We cannot "count" them. For example, we cannot count "milk". We can count "bottles of milk" or "litres of milk", but we cannot count "milk" itself. Sugar is uncountable noun too! So instead of saying two pieces of sugar, and other options the correct is milk and sugar .
7.	Choose the word that has similar relationship: Entomologist : insects : : philosopher : _____ (1) Theory (2) Ideas (3) Study (4) Maths	The answer would be ideas as we are trying to find relationship between a person related to Tool, Major Trait, Skill, or Interest. So just as entomologists study insects the philosopher deals with ideas
8.	Choose the incorrect word from this sentence: For most people in the 21st Century, it's hard to imagine live without television. (1) In (2) The (3) To (4) Live	The answer would be LIVE because it’s incorrect form. The correct word would be LIFE which has plural as Lives

9.	<p>Assertion (A): The principle of equality before law means that there should be equality of treatment under equal circumstances.</p> <p>Reason (R): All persons are not equal by nature, attainment or circumstances.</p> <p>Find the correct response:</p> <p>(1) Both A and R are true and R is correct explanation of A.</p> <p>(2) Both A and R are true and R is not correct explanation of A.</p> <p>(3) A is true but R is false.</p> <p>(4) A is false but R is true.</p>	<p>The expression "equality before law" implies absence of any special privilege in favour of any individual irrespective of his rank or position. [see <i>Indra Sawhney Vs. Union of India, 1992 Supp (3) SCC 217</i> – with reference to Articles 14-16]</p>
10.	<p>The Vice President is elected</p> <p>(1) On the basis of adult franchise by the People of India</p> <p>(2) By an electoral college consisting of all the members of Rajya Sabha by secret ballot</p> <p>(3) By an electoral college of all the members of both the Houses of Parliament.</p> <p>(4) By electoral college consisting of all the members of both the Houses of Parliament in accordance with proportional representation by means of single transferable vote and by secret ballot.</p>	<p><u>Article 66 (1)</u> prescribes the mode of election of Vice-President on the lines stated in option (4) which is the complete answer</p>
11.	<p>Prorogation of the House means</p> <p>(1) A House has been brought in Session</p> <p>(2) The Session of the House has been terminated</p> <p>(3) The house itself stands terminated</p> <p>(4) None of these.</p>	<p>“Prorogue” as an expression used in <u>Article 85</u> is to be read in contradistinction of the power to “dissolve” also used in same provision. The dictionary meaning of former is same as option (2) which is the sense in which it is used in the Constitution</p>
12.	<p>Which one of the following pairs is correctly matched?</p> <p>(1) Writ of Habeas Corpus : available against private individual as well</p> <p>(2) Writ of Quo-Warranto : available against subordinate courts only</p> <p>(3) Writ of Certiorari : available against autonomous bodies only</p> <p>(4) Writ of Prohibition : available against public servants only</p>	<p>Writ of Habeas Corpus may be issued against private individual as well [<i>Mohd. Ikram Hussain Vs. State of UP, AIR 1964 SC 1625</i>]. The writ of Quo-Warranto is generally against incumbent of an office to question his authority to hold it [<i>University of Mysore Vs. Govinda Rao, AIR 1965 SC 491</i>]. Certiorari is issued against subordinate courts [<i>Prabodh Kumar Vs. State of UP,</i></p>

		<i>AIR 1985 SC 167</i>]. Writ of Prohibition can be issued against a court or a tribunal [<i>S Govinda Menon Vs. UOI, AIR 1967 SC1274</i>]. Hence, option (1) is the correct answer
13.	Which one of the following is not an automatic consequence of the proclamation of emergency? (1) Suspension of enforcement of fundamental rights except those conferred by Articles 20 and 21 (2) Extension of the Union's executive power to issue of directions to any State as to the manner in which its executive power has to be exercised. (3) Extension of the power of Parliament to the making of legislation in regard to items of the State List. (4) Suspension of Article 19	The effects included in options (2) and (3) directly flow from <u>Article 353</u> in case of a proclamation of emergency under <u>Article 352</u> . The consequence in option (4) flows from <u>Article 358</u> under which nothing in Article 19 shall restrict the power of the state to make any law or to take any executive action. Option (1) is not an automatic consequence of proclamation of emergency in view of <u>Article 359</u> .
14.	Recovery made by the police under section 27 of the Evidence Act before recording the formal arrest of the accused is _____ (1) Legal (2) Illegal (3) Irregular (4) Improper	There is nothing in the scheme of provisions contained in <u>Sections 24 -27 of the Evidence Act</u> to render the recovery illegal/irregular/improper, if made without formal arrest of the accused. Hence, option (1) is the correct answer
15.	Assertion (A): Even for a child born immediately after marriage, presumption of legitimacy under section 112 of the Evidence Act would apply. Reason (R): The legislature which extended the period of operation of the presumption by 280 days after dissolution of marriage did not chose to exclude any minimum initial period of matrimony for the application of the presumption. Find the correct response : (1) Both A and R are true and R is correct explanation of A (2) Both A and R are true and R is not correct explanation of A (3) A is true but R is false	Rule of conclusive proof, leaning in favour of legitimacy flow from both, Assertion (A) and Reason (R). While (A) is the general rule, (R) is explanation in case of dissolution of marriage. Hence, option (1) is the correct answer.

	(4) A is false but R is true	
16.	Who among the following is liable to explain the injuries to the accused, in a murder trial? (1) The accused (2) The prosecution (3) The witnesses. (4) None of these	Initially it is the burden of prosecution to explain the injuries on the person of the accused. The burden then would shift to the accused if he has any other theory to propound. [<i>State of M.P. Vs. Gopi, 1993 Supp (1) SCC 514</i>]
17.	Mark the incorrect statement. (1) The terms ‘relevancy’ and ‘admissibility’ are co-extensive or interchangeable terms. (2) All admissible evidence is usually relevant, but all relevant evidence is not admissible. (3) Relevancy is the genus of which admissibility is a species. (4) Relevancy and admissibility are neither synonymous nor is the one included in other.	The question of admissibility relates to mode of proof. Relevancy concerns connection between a piece of evidence with fact in issue. Both expressions denote two different requirements and are neither co-extensive nor interchangeable
18.	Section 91 of the Evidence Act _____ (1) Permits admission of oral evidence to prove contents of a document where the writing is a fact in issue (2) Prohibits admission of oral evidence to prove the contents of a document where the writing is a fact in issue (3) Prohibits admission of oral evidence to prove the contents of a document where the writing is not a fact in issue and is merely a collateral memorandum (4) Both (2) & (3)	The effect indicated in option (2) is the only interpretation that flows from <u>Section 91 of the Evidence Act</u>
19.	Which of the following facts, the Court may presume to exist? (1) When a woman states in her evidence before the Court that she did not consent for sex (2) A child will never lie (3) A priest will always speak truth	This question is based directly on <u>Section 114-A of the Indian Evidence Act</u> , as amended by the Criminal Law (Amendment) Act, 2013.

	(4) All these	
20.	<p>On production of a certified copy of foreign judgment, the presumption as to the competency of the court under section 14 of Code of Civil Procedure is a</p> <p>(1) Presumption of fact (2) Presumption of fact and law both (3) Rebuttable presumption of law (4) Irrebuttable presumption of law</p>	The presumption indicated in option (3) flows directly from last limb of Section 14 CPC
21.	<p>Which of the following orders cannot be appealed against under Code of Civil Procedure?</p> <p>(1) An order to set aside the dismissal of a suit. (2) An order to set aside the decree passed <i>ex parte</i>. (3) An order for grant of temporary injunction. (4) None of these.</p>	Order 43 CPC makes all the three orders given in options (1), (2) and (3) appealable
22.	<p>Which of the propositions is incorrect with regard to oral examination of a party by the Court under Order 10 Rule 2 CPC?</p> <p>(1) The examination need not be restricted to allegations in the pleadings of the other party but can relate to elucidating any matter in controversy in the suit (2) The court can examine not only the parties but any person accompanying either party to the suit (3) The statement made during the course of examination is not on oath (4) The court can cross examine any of the parties with reference to a document</p>	(1) to (3) are correct propositions with regard to Order 10 Rule 2 CPC. With regard to (4) in <i>Kapil Corepacks Pvt. Ltd. Vs. Harbans Lal</i> AIR 2010 SC 2809 it was held that the Court under Order 10 Rule 2 CPC cannot cross examine any of the parties with reference to a document.
23.	<p>Provision of section 304 of the Code of Criminal Procedure applies only when in a trial before _____ the accused is not represented by a pleader and it appears that he does not have sufficient means to engage a pleader.</p> <p>(1) Any court (2) Court of session (3) High Court</p>	This is how Section 304 (1) of Cr. P. C. is worded

	(4) None of these	
24.	Filing of FIR is a condition precedent to the exercise of power under section 438 of the Code of Criminal Procedure. The statement is (1) True (2) False (3) Partly correct (4) None of these.	There is nothing in Section 438 Cr. P. C. to require registration of FIR as a condition precedent to application for anticipatory bail to be entertained. The prime pre-condition is reasonable apprehension of arrest. [Gurbaksh Singh Sibbia Vs. State of Punjab, (1980) 2 SCC 565]
25.	For the purposes of computation of the period of 90 days or 60 days as the case may be for the purposes of section 167 (2) of Code of Criminal Procedure the day (1) of arrest of the accused has to be excluded (2) on which the accused was remanded is to be excluded (3) of the arrest of the accused and the day on which the accused was remanded, if different, both have to be excluded (4) of arrest of the accused only has to be excluded and the accused on which the accused was remanded, even if different, is to be excluded	The correct option has rightly been indicated to be (3). It may be true that there is a typographic error in option (4) inasmuch as the word 'day' should have been written in place of the word 'accused' in the expression 'and the accused' in the option. But because of the fact that as worded and even otherwise even if corrected, option (4) would in any case be wrong.
26.	When is an Investigating Officer bound to video-graph the proceedings during investigation? (1) Identification of the driver of the offending vehicle by the physically disabled victim of a road accident (2) Recording the statement of a rape victim, under a mental trauma (3) Both (1) & (2) (4) None of these	Proviso to <u>Sec. 54-A of Cr. P. C.</u> as amended by the Criminal Law (Amendment) Act, 2013 mandates TIP of accused by a physically disabled person to be video-graphed. According to <u>Sec. 154(1) proviso (b) of Cr. P. C.</u> as amended by the Criminal Law (Amendment) Act, 2013, recording of statement of a rape victim should be video-graphed.
27.	Sanction for prosecution of Judges and public servants shall not be required under Section 197 Cr. P. C. in case a Judge or a public servant is alleged to have committed (1) Voyeurism (2) Murder	This question is based on the <u>explanation attached to Sec. 197(1) of Cr. P. C.</u> as amended by the Criminal Law (Amendment) Act, 2013.

	(3) Cheating (4) Kidnapping	
28.	'A' intending to murder 'B' by poisoning, purchases poison and mixes the same with a glass of water. He gives the glass to the bearer to serve 'B'. The bearer while approaching 'B' loses balance and the glass drops out of his plate. Which one of the following statements is correct in this context? (1) 'A' has committed no offence (2) 'A' has committed the offence of attempt to commit culpable homicide (3) 'A' has committed the offence of abetment (4) 'A' has committed the offence of attempt to murder	The <i>actus reus</i> (actuated by the requisite <i>mens rea</i>) in so far as the accused is complete. The supervening facts leading to the result not being achieved is for reasons of which accused cannot claim benefit. Attempt has been made to commit murder
29.	Planning to commit a theft is (1) A cognizable offence (2) No offence in itself (3) Strict criminal liability (4) Conspiracy	Planning (or preparation) to commit an offence is made penal only in specified offences (e.g.399 IPC). There is no penal clause covering planning for theft
30.	The accused found the deceased engaged in sexual intercourse with his 15 year old daughter. The accused assaulted the deceased on the head with a spade which resulted in death. Accused claimed private defence. The prosecution led evidence to show the sexual intercourse was with consent. Here accused (1) is entitled to the right to private defence since the girl was a minor being only 15 years of age (2) exceeded the right to private defence (3) is not entitled to the right to private defence since the sexual intercourse was with consent (4) None of these.	Sexual intercourse with a minor girl of 15 years' age is rape, as consent is immaterial. The right to private defence is available under " <u>thirdly</u> " below section 100 IPC read with section 97 IPC
31.	In the Indian Penal Code, Death of trespasser of the house who was escaping, is (1) Murder	The right to private defence continues as long as the apprehended danger continues (<u>Sections 102 and 105 IPC</u>). Exceeding such power in good faith falls in

	<p>(2) No offence (3) Exception 2 to section 300 (4) None of these</p>	exception 2 to Sec. 300 IPC.
32.	<p>Which of the following acts will amount to an offence of ‘<i>Stalking</i>’? (1) A post graduate student walking behind a female teacher (2) A police officer following a woman for detection of crime (3) A male colleague monitoring the emails of female colleague (4) None of these</p>	This question is based on the definition of offence of Stalking in <u>Sec. 354-D (1)(ii) of the Cr. P. C.</u> as amended by the Criminal Law (Amendment) Act, 2013. Walking behind a woman is distinct from following a woman repeatedly despite a clear indication of dis-interest by such woman.
33.	<p>A, a boy from Manipur, a student in Delhi University suffers acid attack in a brawl during a college fest. He is rushed to a private hospital for treatment by his friends. The hospital refuses to treat him being a police case and ask him to go to a government hospital. The private hospital (1) Commits no offence (2) Has rightly acted in the given situation (3) Is not under any obligation to provide treatment to victims in a police case (4) Committed the offence of non-treatment of victim of acid attack</p>	Under <u>Sec. 357-C of Cr. P. C.</u> as amended by the Criminal Law (Amendment) Act, 2013, duty is cast on all hospitals including private to provide first aid or medical treatment free of cost to the victim of acid attack (Sec. 326-A of IPC). Any contravention to this effect is an offence of non-treatment of victim under <u>Sec. 166-B of the IPC</u> as amended by the Criminal Law (Amendment) Act, 2013.
34.	<p>Which one of the following conducts of a police officer would be an offence? (1) Calling a 67 years old retired government servant to the police station during investigation of a multi crore scam case (2) Calling a 14 years old boy with his parents to the police station during investigation of a double murder case in the neighbourhood (3) Failing to record FIR on the basis of information of a woman being paraded naked (4) All these</p>	Proviso to Sec. 160 Cr. P. C. as amended by the Criminal Law (Amendment) Act, 2013 prohibits a police officer to call a male person under the age of 15 years or above the age of 65 years to the police station. Disobedience in this regard is an offence under Sec. 166-A(a) of IPC as amended by the Criminal Law (Amendment) Act, 2013, besides failing to record FIR (Sec. 166-A(c) of IPC).
35.	<p>If only a part of the consideration or object is unlawful, the contract under section 24 of Contract Act shall be (1) Valid to the extent the same are lawful.</p>	The bare language of the provision (<u>Section 24 of Contract Act</u>) says so, that even if a part of the consideration or the object is unlawful, the entire contract

	<p>(2) Void to the extent the same are unlawful. (3) Void as a whole. (4) Valid as a whole.</p>	is rendered void
36.	<p>'X' agreed to supply 1000 tons of iron at Rs.100 per ton to 'Y' to be delivered not later than 31-1-2013. 'X' also entered into a contract with 'A' for purchase of 1000 tons of iron at Rs.80 per ton telling 'A' clearly that the iron is needed before 31-1-2013 for supply to 'Y' to fulfil the contract with Y. 'A' fails to supply the iron to 'X' who in turn failed to supply the same to 'Y'. In an action by 'X' against 'A':</p> <p>(1) 'X' can recover damages for the loss of profit at the rate of Rs.20 per ton i.e., the loss of profit. (2) 'X' can recover damages for the loss or profit he would have earned by timely supply to 'Y' and also the damages which 'X' might have paid to 'Y' on account of breach of contract. (3) 'X' can recover damages which 'X' might have paid to 'Y' on account of breach of contract. (4) 'X' can recover damages in the form of penalty.</p>	<p>The question is based on <u>Sec. 73 of Contract Act</u>. The correct option is (2) which is combination of options (1) and (3). However, there is a typographical error of one word in option (2) where in place of 'loss of profit', the word 'loss or profit' is written. Notwithstanding that the error would be discernable with normal reading and will not distract a practising lawyer from finding a correct answer, the Examination-cum-Judicial Education & Training Programme Committee has decided to delete the question from assessment.</p>
37.	<p>Ramesh and Geeta were husband and wife living in Bangalore. Ramesh was an Income Tax Officer and Geeta was a school teacher. They had two sons studying in schools in Bangalore. Parents of Ramesh were also staying with them. Ramesh was transferred to Madras and he had to leave his family behind at Bangalore. He promised to send every month Rupees thirty thousand to meet family expenditure, to his wife. Ramesh did not send any money from Madras. If Geeta filed a suit for specific performance of the contract, then which one of the following is correct?</p> <p>(1) Family agreements are not contracts and hence, no order for specific performance can be ordered (2) It is a valid contract. Specific performance is to be ordered (3) This is being an agreement without consideration. It is not an enforceable contract (4) It is a breach of family responsibilities, so specific performance</p>	<p>This promise was alone from the husband's end in the nature of a 'family arrangement'. There is nothing to show in the set of facts given here that the elements of a contract are met. It is also not an agreement, since in terms of <u>Section 2 (e)</u> there ought to be promises forming consideration for each other, upon which it takes the shape of an agreement. Further, a promise founded on motive of generosity, prudence and natural duty is a promise without consideration [<i>Abdul Aziz Vs. Masum Ali (1914) ALJR 36 All 268</i>]</p>

	order is called for	
38.	A and B go into the shop. B says to the shopkeeper 'let him have the goods. I will ensure that you are paid'. This is a contract of (1) Guarantee (2) Bailment (3) Indemnity (4) Pledge	<u>Section 124 of Contract Act</u> defining the contract of indemnity clarifies that where one party promises to save the other from any loss caused to him by a contract of the promisor himself or <i>by the conduct of any other person</i> , the contract is called as one of indemnity
39.	'J', a usual customer of 'B', orders certain goods on the day on which 'B' transfers his business to the plaintiff. The plaintiff accepts the order and supplies the goods. Thereupon, 'J' refuses to pay alleging that he has intended to contract only with 'B' since he is having a set off against him. In this situation, 'J' (1) Has no liability to pay the price because he has never intended to contract with the plaintiff (2) Is liable to pay as he has already been supplied in response to his order (3) Is liable to pay because the plaintiff has supplied the goods as the agent of 'B' (4) Is liable to pay because he can claim reimbursement from 'B'.	There is no <i>consensus ad idem</i> (meeting of minds) in these set of circumstances among the two parties viz., J and the plaintiff, since J thought of having contracted with B instead. Hence there is no contract. <u>Section 13</u> provides that there can be a 'consent' only if the two persons agree on the same thing in the same sense. And 'consent' (a 'free' one) is essential to the formation of a contract under <u>Section 10</u>
40.	'A' hires a car on rental from 'B' at Kolkata for going to Varanasi. 'A' takes the car but rides to Bhubaneswar instead. On the way to Bhubaneswar, the car met with an accident. 'A' is liable to payt compensation for (1) damage to the car (2) for not following the route (3) Both (1) & (2) (4) None of these	This question is based on the law in <u>Section 154 of the Indian Contract Act</u> and directly based on the illustration (b) of the Section.
41.	'A' employs 'B' to beat 'C', and agrees to indemnify him against all consequences of the act. 'B' thereupon beats 'C', and has to pay damages to 'C' for doing so. Determine the liability of 'A'.	This question is based on the law in <u>Section 224 of the Indian Contract Act</u> and directly based on the illustration (a) of the Section.

	<p>(1) 'A' is liable to indemnify 'B'</p> <p>(2) 'A' is vicariously liable with 'B' to pay damages</p> <p>(3) Both 'A' & 'B' are liable to pay damages</p> <p>(4) 'A' is not liable to pay damages</p>	
42.	<p>'A' authorises 'B' to buy 500 cows for him. 'B' buys 500 cows and 300 calf for one sum of Rs. 50,000/-. 'A' is liable to pay:</p> <p>(1) The entire sum</p> <p>(2) Half of the sum</p> <p>(3) Not liable to pay any sum</p> <p>(4) None of these</p>	<p>This question is based on the law in <u>Section 228 of the Indian Contract Act</u> and directly based on the illustration of the Section.</p>
43.	<p>'D', a partner of the business firm dies and the surviving partners carry on the business with property of the firm without final settlement of account. The firm makes profit. Widow of 'D' would be entitled to</p> <p>(1) Share in the profit</p> <p>(2) Interest at the rate of 6% per annum</p> <p>(3) Both (1) and (2)</p> <p>(4) Either (1) or (2)</p>	<p>This question is directly based on the law in <u>Section 37 of the Indian Partnership Act</u>.</p>
44.	<p>Partners of an unregistered firm enter into an agreement to let out its premises on rent. In case of default of payment of rent, the partners</p> <p>(1) Can file suit for eviction</p> <p>(2) Can resort to arbitration</p> <p>(3) Are barred from filing any suit</p> <p>(4) Both (2) and (3)</p>	<p>This question is directly based on the law in <u>Section 69 of the Indian Partnership Act</u>. The issue was directly under consideration in <i>Padam Singh Jain Vs. Chandra Brothers</i>; AIR 1990 Pat. 95.</p>
45.	<p>Defendant is in possession of 120 cotton bales as agent of the Plaintiff. Plaintiff files suit for specific performance of the contract against the defendant to compel delivery of the same. The relief claimed can be refused on the ground:</p> <p>(1) Compensation in terms of money would afford adequate relief</p>	<p>This question is directly based on the law in Section 14 of the Specific Relief Act. The knowledge of the examinee is intended to be tested with reference to Section 10 and 14 of the Specific Relief Act and is intended to find out whether the examinee understands that in relation to property held by defendant as an agent</p>

	<p>(2) It would be difficult to ascertain actual damage (3) Both (1) and (2) (4) None of these</p>	<p>of the plaintiff in a case for specific performance of a contract concerning movable property as per explanation to Section 10(b) the Court is only entitled to raise a presumption in favour of the plaintiff.</p>
46.	<p>'A' files a Suit for Mandatory Injunction against illegal disconnection of electricity. 'A' also suffers loss in the business on account of non supply of electricity. The suit for Mandatory Injunction is dismissed. 'A' thereafter files suit for damages for suffering loss. The subsequent Suit is barred</p> <p>(1) under Code of Civil Procedure (2) under Specific Relief Act (3) by limitation (4) None of these</p>	<p>This question is directly based on the law in <u>Section 40 (3) of the Specific Relief Act.</u></p>
47.	<p>'A' lets a house to 'B' for five years. 'B' under-lets the house to 'C' at a monthly rent of Rs.1000/-. The five years expire, but 'C' continues in possession of the house and pays the rent to 'A'. C's lease is</p> <p>(1) Renewed from month to month (2) Year to year (3) Not renewed being sub-let (4) None of these</p>	<p>This question is based on the law in <u>Section 116 of the Transfer of Property Act</u> and directly based on the illustration (a) of the Section.</p>
48.	<p>Where the wife (a homemaker) does not comply with the decree for restitution of conjugal rights under Section 9 of the Hindu Marriage Act, 1955 and instead files for divorce and maintenance, she would</p> <p>(1) Not be entitled to claim maintenance (2) Be entitled to claim maintenance (3) Be entitled to claim only starvation allowance (4) Be entitled to claim maintenance only from the date she complies with the decree for restitution of conjugal rights</p>	<p>Under <u>Sec. 24 Hindu Marriage Act</u>, the criteria for grant of interim maintenance is that the spouse has no independent income sufficient for her support and necessary expenses of the proceeding. Merit of the claim and conduct of the party is not the criteria.</p>
49.	<p>Which one of the following is not a kind of domicile?</p>	<p>This question is based on the judgment <i>Sondur Gopal v.</i></p>

	<p>(1) Domicile of choice (2) Domicile of status (3) Domicile by operation of law (4) Domicile of origin</p>	<p><i>Sondur Rajini</i> AIR 2013 SC 2678, where the Supreme Court has discussed the kinds of domicile – domicile of choice, domicile of origin and domicile by operation of law. Domicile of status [which is (2)] is not a kind of domicile.</p>
50.	<p>Which of the following propositions with regard to an application under Section 25 of the Hindu Marriage Act, 1955 is incorrect? (1) An application u/s 25 can be made before passing of the decree u/s 13(1)(b) (2) An application u/s 25 can be made at the time of passing of the decree u/s 12 of the Hindu Marriage Act, 1955 (3) An application u/s 25 can be made subsequent to the passing of the decree in a petition u/s 13(2)(iv) (4) An application u/s 25 can be made subsequent to dismissal of the petition for divorce u/s 13(1)(i-a)</p>	<p>As per <u>Sec. 25 of Hindu Marriage Act</u>, an application for permanent alimony and maintenance can be filed only when the suit is decreed and not when it is dismissed.</p>
51.	<p>A property acquired by a female as coparcener can be disposed of by her by way of (1) Testamentary disposition (2) Gift (3) By both (1) and (2) (4) None of these</p>	<p>The question is based on the law in Sec. 6(2) and Sec. 14(1) of the Hindu Succession Act.</p>
52.	<p>Property acquired by a male under the Hindu Succession Act, 1956 is his (1) Separate property (2) Ancestral Property (3) Separate property in relation to existing members (4) None of these</p>	<p>The property acquired by a Hindu Male under Sections 8, 9 and 10 of the Hindu Succession Act would be taken by him as his separate property in view of the judgment in <i>Commissioner of Wealth Tax Vs. Chander Sen</i>; AIR 1986 SC 1752.</p>
53.	<p>A Hindu Joint Family consists of father 'F' and his two sons 'S1' and 'S2'. In a sudden fight between S1 and S2, S1 is killed and later father</p>	<p>This question is based on the law in <u>Sec. 25 of the Hindu Succession Act</u>. Death in a sudden fight is not murder.</p>

	<p>dies. S2 is entitled to</p> <ul style="list-style-type: none"> (1) Entire property of 'F' (2) Half share of the property (3) He is totally disqualified (4) He is partially disqualified 	<p>Therefore, no disqualification would be attached.</p>
54.	<p>If the words "not negotiable" are used with general crossing in a cheque, the cheque is</p> <ul style="list-style-type: none"> (1) Not transferrable (2) Transferrable (3) Negotiable under certain circumstances (4) None of these 	<p>The question is based on <u>Section 130 of N. I. Act.</u> A cheque is a negotiable instrument which can be negotiated by mere delivery or endorsement. Writing words 'not negotiable' with general crossing will not render a cheque non-transferable. The cheque will remain 'transferable'. This point was considered in <i>M/s Tailors Priya Vs. Gulabchand Danraj</i>; AIR 1963 Cal. 36.</p>