

## Maharashtra Judiciary - Prelims 2019

100 questions. Answer key with solutions follows the paper. Source: lawmock.com - free previous-year papers & mock tests.

**Q1. As per the provisions of the Code of Criminal Procedure, which of the following are acquittals ? a. Disposal under Section 256 b. Disposal under Section 245(2) c. Disposal under Section 203 d. Disposal under Section 320**

- (a) a and b
- (b) b and c
- (c) c and d
- (d) a and d

**Q2. The period of limitation for taking cognizance of an offence punishable with imprisonment of one year is**

- (a) Six months
- (b) One year
- (c) Two years
- (d) Three years

**Q3. Magistrate convicted and accused for dishonour of cheque of T 1,00,000. As per Section 357 of the Code of Criminal Procedure, he can impose a fine of**

- (a) not more than 50,000
- (b) ? 50,000 and also compensation of T 1,00,000
- (c) T 2,00,000 and out of it, 1,00,000 as compensation
- (d) 2,00,000 and also compensation of T 1,00,000 other than fine

**Q4. As per Section 239 of the Code of Criminal Procedure, Magistrate can consider . (Choose correct option)**

- (a) the charge-sheet and its accompanying documents only
- (b) the documents produced by the accused also
- (c) the documents collected from the accused during investigation, but produced on application by him
- (d) discharge of an accused summoned vide Section 319 of the Code of Criminal Procedure

**Q5. A and B are on bail. The Magistrate has sentenced A to three years imprisonment and B to a fine of T 10,000 with default imprisonment of one month. They intend to file an appeal and hence applied for bail. The Magistrate**

- (a) can suspend the conviction and grant bail to both.
- (b) can suspend the conviction and grant bail to B only.
- (c) can suspend the sentence and grant bail to both.
- (d) can suspend the sentence and grant bail to A only.

**Q6. Set-off to a convicted person**

- (a) does not apply to the period of police custody.
- (b) applies to substantive sentences only.
- (c) applies to default sentences only.
- (d) applies to both the substantive and default sentences.

**Q7. As per the definition given in the Indian Penal Code, the word "injury" denotes any harm illegally caused to any person a. in body b. in mind c. in reputation d. in property Choose the correct option out of the above.**

- (a) a only
- (b) a and b
- (c) a, b and c
- (d) All of the above

**Q8. a. A company cannot be prosecuted for an offence prescribing mandatory punishment of imprisonment. b. A thing which has been obtained by criminal misappropriation cannot be termed as stolen property. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q9. A shakes his fist at Z, intending that thereby he may cause Z to believe that A is about to strike Z. A committed**

- (a) Criminal Intimidation and Hurt
- (b) Criminal Force
- (c) Assault
- (d) Affray

**Q10. An unlawful assembly requires assembly of at least persons with a common object.**

- (a) two
- (b) four
- (c) five
- (d) six

**Q11. A is a cement dealer. He enters into a contract with Z to deliver 100 bags of cement and obtains money from Z. Afterwards, A breaks his contract and does not deliver the cement bags.**

- (a) A cheated Z.
- (b) A did not cheat Z, but is only liable to a civil action for breach of contract.
- (c) A committed criminal misappropriation of property.
- (d) A committed criminal breach of trust.

**Q12. A finds the key of Z's house-door, which Z had lost, and commits house-trespass by entering Z's house, having opened the door with the key. This is**

- (a) house-trespass
- (b) house breaking
- (c) theft
- (d) mischief

**Q13. A gives a fist blow and causes dislocation of the tooth of Z. A committed an offence punishable under Section of the Indian Penal Code.**

- (a) 323
- (b) 324
- (c) 325
- (d) 326

**Q14. The maximum default sentence for an offence punishable under Section 510 of the Indian Penal Code is**

- (a) Two months
- (b) Four months
- (c) Six months
- (d) One year

**Q15. A person born on 14.01.2001 committed an offence punishable under Section 379 of the Indian Penal Code on 14.01.2019. Which court is competent to deal with his case on trial ?**

- (a) Judicial Magistrate First Class
- (b) Juvenile Justice Board
- (c) Chief Judicial Magistrate
- (d) Sessions Court

**Q16. In a case of offences punishable under Sections 143, 147, 148 and 326 read with 149 of the Indian Penal Code, which of the following charges will be proper ?**

- (a) 143 read with 149, 147 read with 149, 148 read with 149 and 326 read with 149
- (b) 143, 147, 148 read with 149 and 326 read with 149.
- (c) 143, 147, 148 and 326 read with 149.
- (d) 143 read with 149, 147, 148 and 326 read with 149.

**Q17. Match the following: a. Obiter Dicta I. Resulting from ignorance b. Sub Silentio II. Persuasive value c. Stare decisis III. Particular legal point was not discussed d. Per incuriam IV. Stand by precedent**

**Answer Options: a b e d**

- (a) II IV I III
- (b) III IV I II
- (c) IV I II III
- (d) II III IV I

**Q18. In Shayara Bano vs Union of India (2017) 9 SCC 1, the practice has been declared as illegal.**

- (a) Talaq-e-ahsan
- (b) Talaq-e-hasan
- (c) Talaq-e-bidat
- (d) Tafwid

**Q19. Match the following : a. Sexual intercourse by husband with minor wife I. State of Punjab vs. Gurnit Singh b. In-camera trial of rape cases II. Vishakha vs. State of Rajasthan c. Sexual harassment of women at workplace III. Sakshi vs. Union of India d. In-camera trial of IPC cases of Sections 354 and 377 IV. Independent Thought vs. Union of India**

**Answer Options: a b c d**

- (a) I II III IV
- (b) II III IV I
- (c) III II I IV
- (d) IV I II III

**Q20. Match the following : a. Mandamus I. "To be certified" b. Habeas corpus II. "We command" c. Certiorari III. To prohibit inferior court d. Prohibition IV. Won't have the body' Answer Options : a b c d**

- (a) III IV I II
- (b) II IV III I
- (c) II IV I III
- (d) I II III IV

**Q21. Match the following with the Articles of Constitution of India : a. Protection from I. Article 20(2) self-incrimination b. Protection of life and personal liberty II. Article 20(1) c. Protection from double punishment III. Article 20(3) d. Protection from ex-post facto legislation IV. Article 21 Answer Options: a b c d**

- (a) I II III IV
- (b) II III IV I
- (c) III IV I II
- (d) IV I II III

**Q22. What is the objective of the Constitution (103rd Amendment) Act 2019 ?**

- (a) National Commission for Backward Classes.
- (b) National Judicial Appointments Commission.
- (c) 10% Reservation in Education and appointments for E.W.S.
- (d) Muslim women protection of rights on marriage.

**Q23. According to the judgement in Selvi and Others vs State of Karnataka \_\_\_\_\_ does not violate personal liberty.**

- (a) Narco Analysis Test
- (b) Polygraph Test
- (c) BEAP (Brain Electrical Activation Profile)
- (d) Collection of specimen signature and handwriting

**Q24. The Civil Judge Junior Division is appointed by \_\_\_\_\_.**

- (a) State Public Service Commission
- (b) High Court
- (c) Chief Minister
- (d) State Governor

**Q25. Constitution Day is observed in India on \_\_\_\_\_.**

- (a) 26th January
- (b) 15th August
- (c) 26th October
- (d) 26th November

**Q26. \_\_\_\_\_ has the power to exercise writ jurisdiction.**

- (a) High Court
- (b) Governor of State
- (c) President of India
- (d) Prime Minister of India

**Q27. A issued a cheque to B towards repayment of a five-year-old promissory note. It is dishonoured. Hence, A filed a money suit and a complaint case under Section 138 of the Negotiable Instruments Act. Choose the correct option.**

- (a) Complaint is tenable, but suit is not tenable.
- (b) Suit is tenable, but complaint case is not tenable.
- (c) Both are tenable.
- (d) Both are not tenable.

**Q28. Vendee (Defendant) paid ₹ 1,000 as earnest money and then ₹ 24,000 after 7 days, as an out of sale price. If the venue does not pay the balance by the agreed date, the whole amount of ₹ 25,000 is deemed to be forfeited as per the agreement. He failed to pay the balance amount. Which amount is liable to be forfeited as earnest money ?**

- (a) ₹ 1,000
- (b) ₹ 24,000
- (c) ₹ 25,000
- (d) Nothing

**Q29. A executes a registered agreement promising his son B to give ₹ 5,00,000 out of natural love and affection. Choose the correct option.**

- (a) It is void.
- (b) It is valid and enforceable.
- (c) It is voidable at the option of A.
- (d) It is a contingency contract.

**Q30. In a suit by the seller for the amount of price, in absence of contract to the contrary, the court.**

- (a) Can award interest from the date on which the price was payable.
- (b) Can award interest from the date of the demand notice only.
- (c) Can award interest from the date of institution of suit only.
- (d) Cannot award interest at all.

**Q31. When a buyer refuses to accept the delivery of goods which are not in conformity with the contract,**

- (a) The buyer is bound to arrange to send back the goods
- (b) The buyer will have lien over the goods to secure return of the consideration paid by him
- (c) The buyer shall give intimation of rejection of the goods to the seller
- (d) None of the above

**Q32. As per the Indian Partnership Act, the relation of partnership arises by**

- (a) Inheritance
- (b) Marriage
- (c) Status
- (d) Contract

**Q33. a. A minor admitted to the benefits of a partnership with consent of all partners, becomes a partner after six months of attaining majority, unless he determines his relation. b. An outgoing partner may, in absence of a contract to the contrary, carry on a business competing with that of the firm. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect.
- (b) a is incorrect and b is correct.
- (c) Both are correct.
- (d) Both are incorrect.

**Q34. Continuing guarantee means**

- (a) Surety is a coextensive liability with that of the borrower.
- (b) Surety's guarantee to future transactions.
- (c) Continuation of guarantee after revocation of surety.
- (d) Continuation of surety after his death.

**Q35. a. To create an agency, consideration is necessary. b. The authority of an agent may be implied also. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q36. a. A debtor's payment without any direction as to its appropriation, may be appropriated towards time-barred debt by the creditor. b. Pawnee is not entitled to receive from the pawnor the extraordinary expenses incurred by him for preservation of the pledged goods. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q37. a. The presumption under Section 90 of the Evidence Act is in respect of truthfulness of the contents of the document. b. The 30 year period of it is to be reckoned from the date of production in the court and not from the date of tendering in evidence. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q38. Section 165 of the Indian Evidence Act empowers the judge**

- (a) To allow the party to put questions to its own witness.
- (b) To allow the party to put questions to the opponent's witness.
- (c) To ask himself questions at a party.
- (d) To allow re-examination of a witness.

**Q39. a. The presumption under Section 112 of the Indian Evidence Act can be rebutted by DNA Test. b. Falsus in uno, falsus in omnibus is a rule of law. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q40. A man is presumed to be dead if he is not heard of as alive for**

- (a) Five years
- (b) Seven years
- (c) Nine years
- (d) Ten years

**Q41. A is charged with voluntarily causing grievous hurt under Section 325 of the Indian Penal Code. The burden of proving the sudden and grave provocation by the injured ison.**

- (a) A
- (b) Prosecution
- (c) Injured
- (d) None of the above

**Q42. An email was forwarded by the originator through an email server to the addressee. The court may presume that the message.**

- (a) Corresponds with the message fed into the originator's computer
- (b) Was sent by the originator
- (c) Both (1) and (2) above
- (d) None of the above

**Q43. A prepared a letter on his laptop and sent by email. The letter may be proved by**

- (a) Producing print-out of letter along with certificate under Section 65B of the Indian Evidence Act and oral evidence of A.
- (b) Producing the laptop, and oral evidence of A.
- (c) Producing a pen drive or CD containing the letter copied from the laptop and oral evidence of A with Section 65B certificate.
- (d) Any of the above

**Q44. First Information Report can be used for**

- (a) Corroborating the evidence of Informant.
- (b) Contradicting and confronting other witnesses.
- (c) Confession purpose.
- (d) Substantive evidence.

**Q45. a. A statement of an accused to police under Section 27 of the Indian Evidence Act cannot be used as confession. b. To constitute discovery of a fact, there must be discovery of some physical object. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q46. Leading questions are not permissible a. In cross-examination. b. In examination-in-chief, without permission of the court. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q47. In a proceeding before the Rent Controller, the tenant disclaimed the landlord's title. Landlord issued quit notice under Section 116(g) of the Transfer of Property Act and filed a regular civil suit for eviction on forfeiture grounds. Landlord accepted the rent, but continued the suit. a. Eviction decree can be passed by regular civil court. b. Acceptance of rent did not amount to waiver of forfeiture ground.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q48. a. An oral agreement to sell is invalid. b. An agreement to sell, signed by the vendor alone, in evidence of oral agreement, is valid. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q49. As per the Transfer of Property Act, monthly tenancy is terminable on notice of**

- (a) One month from the date of notice.
- (b) One month from the date of receipt.
- (c) 15 days from the date of notice.
- (d) 15 days from the date of receipt. '

**Q50. Lis pendens**

- (a) prohibits transfer of property involved in the pending suit.
- (b) mandates prior permission of the court to transfer of immovable property.
- (c) makes the transfer made pending the list subject to decree.
- (d) annuls the conveyance made pending the suit.

**Q51. A tenant who continues possession with landlord's consent, after determination of lease is**

- (a) a tenant holding over
- (b) a tenant at will
- (c) a tenant at sufferance
- (d) None of the above

**Q52. One of the requirements of Section 53A of the Transfer of Property Act is**

- (a) Transferee is in adverse possession of the property.
- (b) Transferee has been or is willing to perform his part of contract.
- (c) Transferee's right to set the specific performance has been declared as unenforceable.
- (d) Transferee has paid the whole amount of consideration.

**Q53. A contract for sale of immovable property creates**

- (a) interest in such property
- (b) charge on such property
- (c) Both (1) and (2) above
- (d) Neither interest nor charge

**Q54. The rents and profits of the immovable property from the date of agreement till the ownership passes to the buyers, go to**

- (a) the seller or buyer, as per the agreement's paid consideration, when agreement is silent about it.
- (b) both equally, in absence of such agreement.
- (c) the buyer, in absence of such agreement.
- (d) the seller, in absence of such agreement.

**Q55. Unless there is something contrary in the subject and context in the Transfer of Property Act, a. "Immovable property" includes standing timber. b. "Instrument" means testamentary instrument. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q56. Plaintiff succeeded in proving that defendant no. 1 accepted 1 Lakh and entered into agreement to sell the suit property for T 5 Lakh. But, defendant 2 purchased it for 4 Lakh with knowledge of the plaintiff's agreement. Defendant no. 1 executed sale deed in favour of defendant no. 2. Now what will be the proper course ?**

- (a) To decree the suit, direct defendant no. 1 to execute sale deed and plaintiff to pay the balance price to defendant no. 2.
- (b) To dismiss the suit.
- (c) To decree the suit, direct defendant no. 2 to execute sale deed and plaintiff to pay the balance price to defendant no. 2.
- (d) To decree the suit and direct defendant no. 2 to join defendant no. 1 to execute sale deed and plaintiff to pay balance price to defendant no. 2.

**Q57. A suit by vendee for specific performance of contract to sell an agricultural land with condition of the vendor obtaining Collector's permission**

- (a) cannot be decreed as the agreement is void.
- (b) cannot be decreed as the agreement is voidable at the option of the vendor.
- (c) can be decreed, but execution is subject to obtaining the Collector's permission.
- (d) can be decreed as the agreement is voidable at the option of vendee.

**Q58. Application to amend plaint to include alternate claim of refund of earnest money and compensation**

- (a) can be allowed as regards earnest money subject to limitation.
- (b) can be allowed as regards compensation subject to limitation.
- (c) cannot be allowed.
- (d) Both can be allowed even if time-barred.

**Q59. Two daughters and their parents agreed to sell an immovable property jointly owned with a minor daughter, to P with permission of court. The court rejected permission for sale of a minor's share. P sued for specific performance of agreement to the extent of parents and major daughters. Specific performance shall be**

- (a) refused.
- (b) allowed to the extent of the share of parents only.
- (c) allowed to the extent of sharing two daughters only.
- (d) allowed to the extent of sharing two daughters and parents.

**Q60. a. An agreement to sell an immovable property mortgaged for less than sale price can be enforced. b. A landlord can recover possession of the property from the person who unlawfully dispossessed his tenant, under Section 6 of the Specific Relief Act. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q61. a. Absence of averment of ready and willingness makes the suit for specific performance of contract liable to be dismissed. b. Where, granting injunction would cause delay in completion of project of Electricity Distribution, no injunction should be granted. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q62. a. Court can extend time to deposit the balance price in spite of an order in decree to pay it by a certain date and on failure, the suit stands dismissed. b. As regards a suit for specific performance of contract of sale of immovable property, the prayer for possession can be made in the final decree proceeding. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q63. As per the Specific Relief Act a. Unless and until the contrary is proved, court shall presume that a contract to transfer immovable property cannot be adequately released by monetary compensation. b. A contract which is in its nature determinable cannot be specifically enforced. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q64. a. Perpetual injunction can be granted by a decree only upon merits of the suit. b. Temporary injunction may be granted after the judgement also. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q65. A suit for cancellation of a written instrument, by a party against whom it is a. Void is tenable. b. Voidable, is not tenable. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q66. a. An injunction cannot be granted when the plaintiff has no personal interest in the matter. b. A suit by a coparcener against Karta of the family restraining from alienating the house property of the joint family for legal necessity, is not tenable. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q67. A, a tenant of a residential premises died last year. At the time of his death, his married daughter was residing with him and his unmarried daughter was residing away and separate from him. Upon his death, as per Section 7(15) of the Maharashtra Rent Control Act, 1999, who becomes "tenant" ?**

- (a) Married daughter
- (b) Unmarried daughter
- (c) Both
- (d) None of the above

**Q68. A is a licensee of B under a written agreement of licence for a certain period under the Maharashtra Rent Control Act, 1999. The property is situated in Pune. A continued possession even after expiry of the licence period. Which is the legal forum for B to file eviction proceedings ?**

- (a) Small Causes Court, Pune
- (b) Civil Judge Senior Division, Pune
- (c) Joint Civil Judge Junior Division, Pune
- (d) Competent Authority

**Q69. In a suit for eviction under the Maharashtra Rent Control Act on wilful default and bonafide requirement grounds, the tenant already paid the arrears of rent till the date of reply to the demand notice but did not regularly deposit rent during the pendency of the suit. The plaintiff could not prove his bonafide need.**

- (a) Suits liable to be dismissed as the rent was paid as per the demand notice.
- (b) Suit is liable to be dismissed by granting one chance to the tenant.
- (c) Suits liable to be decreed on wilful default grounds.
- (d) Suit is liable to be decreed on both grounds.

**Q70. Under the Maharashtra Rent Control Act, in absence of a contract to the contrary, a tenant is not to do the following : a. Subletting b. Giving on licence c. Assignment d Transfer Choose the correct option.**

- (a) a and b
- (b) a, b and c
- (c) b, c and d
- (d) All of the above

**Q71. An agreement of leave and licence under the Maharashtra Rent Control Act for needs to be compulsorily registered.**

- (a) 10 months
- (b) 11 months
- (c) 12 months
- (d) Any period

**Q72. a. In the absence of written agreement of lease, the landlord is precluded from giving evidence of terms and conditions of lease, under the Maharashtra Rent Control Act. b. A suit under the Maharashtra Rent Control Act has to be decided in 9 months. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q73. As per the Maharashtra Rent Control Act, a. It is unlawful for a landlord to accept a deposit to grant lease. b. It is unlawful for a tenant to claim a sum for relinquishment of tenancy. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q74. As per the Maharashtra Rent Control Act, a. Closing the balcony of the tenanted premises without landlord's written consent amounts to causing damage to the building. b. Erecting a permanent structure by a tenant on the let-out premises without landlord's consent is a legal ground for eviction. Choose the correct option.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q75. Under the Maharashtra Rent Control Act, for eviction of tenant on non-user grounds, the landlord has no burden to prove the following fact:**

- (a) The premises were not used continuously for six months just before the suit.
- (b) It was not used for the purpose for which it was let-out.
- (c) The non-user was without reasonable cause.
- (d) None of the above

**Q76. Assignment of decree of the following ground, under the Maharashtra Rent Control Act is unlawful:**

- (a) Tenant contravened Section 108(o) of the Transfer of Property Act.
- (b) Tenant unlawfully sublet the premises.
- (c) Decree was for the bonafide occupation of the landlord.
- (d) The premises are required for immediate demolition ordered by the Municipal Authority.

**Q77. a. In absence of defence of bar of limitation, the court shall not dismiss a suit, appeal or application. b. In computing the period of limitation for any suit, appeal or application, the day from which such a period is to be reckoned shall be excluded. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q78. a. Period of limitation for suit to recover arrears of rent is three years from the date of demand notice. b. Period of limitation for suit for specific performance of a contract, in which no date is fixed for the performance, and is three years from the date of contract. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q79. Limitation to file application for Review of Judgment by a Civil Judge Junior Division is**

- (a) 30 days
- (b) 60 days
- (c) 90 days
- (d) 120 days

**Q80. Application to bring legal representatives of deceased defendant is to be filed within**

- (a) 60 days from the date of knowledge of death.
- (b) 60 days from the date of death.
- (c) 90 days from the date of knowledge of death.
- (d) 90 days from the date of death.

**Q81. Limitation to enforce payment of money secured by mortgage of property is**

- (a) Three years
- (b) Twelve years
- (c) Twenty years
- (d) Thirty years

**Q82. Suit for possession under Section 6 of the Specific Relief Act is to be filed within from the date of dispossession.**

- (a) Six months
- (b) Three years
- (c) Twelve years
- (d) Twenty years

**Q83. The Statute of Limitation regarding debt.**

- (a) bars the remedy
- (b) extinguishes the right
- (c) bars the remedy and extinguishes the right
- (d) bars neither remedy nor right

**Q84. Limitation for application under the Code of Civil Procedure for setting aside an abatement is**

- (a) 30 days from the date of abatement.
- (b) 30 days from the date of death,
- (c) 60 days from date of abatement,
- (d) 30 days from the date of knowledge.

**Q85. Limitation to file appeal under the Code of Criminal Procedure, to Sessions Court against a sentence is**

- (a) 30 days
- (b) 60 days
- (c) 90 days
- (d) 120 days

**Q86. Limitation for filing application for setting aside ex-parte decree when the summons was served through substituted service is**

- (a) 30 days from the date of decree.
- (b) 30 days from the date of knowledge.
- (c) 60 days from the date of decree.
- (d) 60 days from the date of knowledge.

**Q87. To which processes, can a court refer the parties to a suit, without the consent of a party ? a. Lok Adalat b. Mediation c. Judicial Settlement d. Conciliation Choose correct options :**

- (a) a, b and c
- (b) b, c and d
- (c) a, b and d
- (d) a, c and d

**Q88. The "specified value" under the Commercial Courts Act as amended in 2018 means a "commercial dispute" of subject-matter of not less than Rupees which is not to be tried by ordinary civil court.**

- (a) Three Lakh
- (b) Five Lakh
- (c) Twenty-five Lakh
- (d) One Crore

**Q89. The principal sum adjudged as "such principal sum" referred to in Section 34 of the Code of Civil Procedure, 1908 means**

- (a) the principal sum actually advanced
- (b) the principal sum actually advanced coupled with interest with periodical rests as per the agreement, till filing of the suit
- (c) the principal sum actually advanced coupled with the interest excluding the periodical rests, till filing of the suit
- (d) the whole decretal amount

**Q90. a. Objection relating to deficit stamp duty must be decided before exhibiting the document. b. Objection relating to proof of document of which admissibility is not in dispute, may be taken and determined after exhibiting the document. c. Objection to a document which in itself is inadmissible cannot be admitted after exhibiting the document. Choose the correct option in respect of the above statements.**

- (a) a and b are incorrect
- (b) b and c are incorrect
- (c) c and d are incorrect
- (d) All are incorrect

**Q91. Where the plaintiff appears and the defendant does not appear in spite of due service of suit summons for settlement of issues, then the court shall**

- (a) issue arrest warrant against the defendant
- (b) pass an order to proceed ex parte
- (c) decree the suit
- (d) dismiss the suit

**Q92. In which suit may summons for judgement be issued ?**

- (a) Small causes suit
- (b) Summary suit
- (c) Partition suit
- (d) Tenancy suit

**Q93. a. A judgement against a defendant who died after the arguments but before the judgement, is not a nullity. b. Sending a decree to the collector for effecting partition as per the decree is called 'precept'. Choose the correct option in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q94. Detention of a judgement debtor in civil imprisonment in an execution of a decree is not permissible a. when the judgement debtor intends to apply to be declared as insolvent. b. when it is a money-decree against a woman. c. when the judgement debtor has already undergone civil imprisonment of three months for the same decree. d. when the money-decree is for not more than ? 5,000. Choose the correct option in respect of the above statements.**

- (a) a only
- (b) a and b
- (c) a, b and c
- (d) All of the above

**Q95. a. Filing of appeal operates as a stay of proceeding under a decree or order appealed. b. The court which passed the decree has power to stay the execution at any time if no appeal is filed within limitation. Choose the correct options in respect of the above statements.**

- (a) a is correct and b is incorrect
- (b) a is incorrect and b is correct
- (c) Both are correct
- (d) Both are incorrect

**Q96. Which of the following are not liable to attachment or sale in execution of a decree ? a. Bullocks and cart of an agriculturist b. Pay and allowances of Armed Forces' members c. Voluntary deposits in provident fund d. Two-third of salary, in execution of maintenance decree Choose the correct option in respect of the above statements.**

- (a) a and b
- (b) b and c
- (c) c and d
- (d) a and d

**Q97. Cognizable offence means an offence a. in which a police officer may arrest without warrant. b. which may be investigated by police without order of a magistrate. c. in which police cannot grant bail. d. cognizance of which can be taken by Magistrate upon police report only. Choose the correct option in respect of the above statements.**

- (a) a and b
- (b) b and c
- (c) c and d
- (d) a and d

**Q98. A Judicial Magistrate First Class convicted and accused for offences punishable under Sections 420 and 468 of the Indian Penal Code. How much maximum imprisonment can he award him ?**

- (a) Three years
- (b) Six years
- (c) Ten years
- (d) Fourteen years

**Q99. Out of the following statements, which one is incorrect ?**

- (a) Summons-case procedure shall be followed while trying summons-case.
- (b) Warrant-case procedure shall be followed while trying warrant-case.
- (c) Summons-case procedure shall be followed while trying warrant-case in a summary way.
- (d) Warrant-case procedure shall be followed while trying warrant-case in a summary way.

**Q100. Judicial Magistrate First Class can grant police custody under Section 167 of the Code of Criminal Procedure for a maximum period of**

- (a) Fourteen days from the date of arrest.
- (b) Fifteen days from the date of arrest.
- (c) Fourteen days from the date of first production before Magistrate.
- (d) Fifteen days from the date of first production before Magistrate.

## Answer Key & Solutions

**Q1. Answer: A**

Sec 256 (non-appearance of complainant in summons case) and Sec 245(2) (discharge when no case made out, treated as acquittal in complaint cases) result in acquittal; Sec 203 is dismissal of complaint and Sec 320 is compounding (composition operates as acquittal but is not in option pairs). Best fit is 'a and b'.

**Q2. Answer: B**

Under Sec 468 CrPC, the limitation period for an offence punishable with imprisonment for a term not exceeding one year is one year.

**Q3. Answer: C**

Sec 357 CrPC empowers the court to impose a fine and award compensation out of that fine; a JMFC fine can extend, and compensation is paid out of the fine imposed. Option (c) (fine of 2,00,000 and out of it 1,00,000 as compensation) is the only one consistent with compensation being paid out of the fine.

**Q4. Answer: A**

Under Sec 239 CrPC, on consideration of the police report (charge-sheet) and documents sent under Sec 173, and after examining the accused if necessary, the Magistrate decides discharge. The material considered is the charge-sheet and its accompanying documents only.

**Q5. Answer: C**

Under Sec 389 CrPC, the appellate/convicting court can suspend the sentence (not the conviction) and release the convict on bail pending appeal; this applies to both A and B.

**Q6. Answer: B**

Set-off under Sec 428 CrPC applies to the substantive sentence of imprisonment only; the period of detention undergone is set off against the term of imprisonment imposed, not against a default sentence.

**Q7. Answer: D**

Under Sec 44 IPC, 'injury' denotes any harm whatever illegally caused to any person in body, mind, reputation or property. Hence all of the above.

**Q8. Answer: A**

Statement (a) is correct (a company cannot be imprisoned, so it could not be prosecuted for offences carrying mandatory imprisonment - the position before Standard Chartered, reflecting the answer expected). Statement (b) is incorrect: under Sec 410 IPC property obtained by criminal misappropriation IS stolen property.

**Q9. Answer: C**

This is the illustration to Sec 351 IPC defining assault: making a gesture intending to cause apprehension of criminal force constitutes assault.

**Q10. Answer: C**

Under Sec 141 IPC, an unlawful assembly requires an assembly of five or more persons with a common object.

**Q11. Answer: B**

This is the illustration to Sec 415 IPC: where there is mere breach of contract with no fraudulent or dishonest intention at the inception, A does not cheat Z; remedy is only a civil action.

**Q12. Answer: A**

This is an illustration under Sec 445 IPC: entry by opening a lock with a found key is NOT house-breaking; it remains only house-trespass since none of the six modes of house-breaking are involved.

**Q13. Answer: A**

Dislocation of a tooth caused by a fist blow is simple hurt (a tooth is not a 'bone' for grievous hurt; dislocation of a tooth is not in the Sec 320 list), punishable as voluntarily causing hurt under Sec 323 IPC.

**Q14. Answer: A**

Sec 510 IPC (misconduct in public by a drunken person) is punishable with simple imprisonment up to 24 hours or fine up to Rs 10; the maximum default imprisonment for non-payment of such a small fine is two months (per Sec 67 IPC scale, the lowest slab).

**Q15. Answer: A**

A person born 14.01.2001 had completed 18 years on 14.01.2019 (and is no longer a juvenile/child on the date of offence). Theft under Sec 379 IPC is triable by a Judicial Magistrate First Class.

**Q16. Answer: C**

Sections 143 (member of unlawful assembly), 147 (rioting) and 148 (rioting armed) are substantive offences charged independently; only 326 needs to be read with 149 (constructive liability). Hence: 143, 147, 148 and 326 read with 149.

**Q17. Answer: D**

Obiter Dicta - Persuasive value (II); Sub Silentio - particular legal point not discussed (III); Stare decisis - stand by precedent (IV); Per incuriam - resulting from ignorance (I). Sequence II III IV I = option (d).

**Q18. Answer: C**

In Shayara Bano v. Union of India (2017) 9 SCC 1, the Supreme Court declared the practice of Talaq-e-bidat (triple talaq / instantaneous talaq) unconstitutional and illegal.

**Q19. Answer: D**

Sexual intercourse by husband with minor wife - Independent Thought v. Union of India (IV); In-camera trial of rape cases - State of Punjab v. Gurmit Singh (I); Sexual harassment at workplace - Vishakha v. State of Rajasthan (II); In-camera trial of Sec 354/377 cases - Sakshi v. Union of India (III). Sequence IV I II III = option (d).

**Q20. Answer: C**

Mandamus - 'We command' (II); Habeas corpus - 'you may have the body' (IV); Certiorari - 'to be certified' (I); Prohibition - to prohibit inferior court (III). Sequence II IV I III = option (c).

**Q21. Answer: C**

Protection from self-incrimination - Art 20(3) (III); Protection of life and personal liberty - Art 21 (IV); Protection from double punishment/jeopardy - Art 20(2) (I); Protection from ex-post facto law - Art 20(1) (II). Sequence III IV I II = option (c).

**Q22. Answer: C**

The Constitution (103rd Amendment) Act 2019 inserted Arts 15(6) and 16(6) providing 10% reservation in education and public appointments for the Economically Weaker Sections (EWS).

**Q23. Answer: D**

In Selvi v. State of Karnataka (2010), narco-analysis, polygraph and BEAP tests without consent were held to violate Art 20(3)/personal liberty; collection of specimen signature and handwriting does NOT violate personal liberty.

**Q24. Answer: D**

Under Art 234 of the Constitution, persons other than district judges (including Civil Judge Junior Division) are appointed by the Governor of the State in accordance with rules made after consultation with the State Public Service Commission and the High Court. The appointing authority is the State Governor.

**Q25. Answer: D**

Constitution Day (Samvidhan Divas) is observed on 26th November, marking the adoption of the Constitution by the Constituent Assembly in 1949.

**Q26. Answer: A**

Only the High Court (Art. 226) and Supreme Court (Art. 32) exercise writ jurisdiction; the Governor, President and Prime Minister are executive offices with no such power.

**Q27. Answer: A**

A money suit on a 5-year-old promissory note is barred by 3-year limitation, so the suit is not tenable. A cheque issued in repayment is a fresh written promise to pay a time-barred debt (s.25(3) Contract Act), making it a legally enforceable

debt, so the s.138 complaint is tenable. Contested: some keys treat the cheque debt as unenforceable and answer 'd' (both not tenable).

**Q28. Answer: A**

Only the genuine earnest money (Rs 1,000) is liable to forfeiture; the Rs 24,000 is part-payment of the price, and a clause forfeiting the whole part-paid price is a penalty unenforceable beyond reasonable earnest (Maula Bux / Fateh Chand line).

**Q29. Answer: B**

Under Section 25(1) of the Indian Contract Act, a written and registered agreement made out of natural love and affection between parties standing in near relation is a valid exception to want of consideration, hence valid and enforceable.

**Q30. Answer: A**

Under Section 61(2)(a) of the Sale of Goods Act, in a suit by the seller for the price, the court may award interest from the date on which payment of the price became due.

**Q31. Answer: C**

Under Section 43 of the Sale of Goods Act, where the buyer rightfully rejects non-conforming goods he is not bound to return them; it is sufficient that he intimates his refusal/rejection to the seller.

**Q32. Answer: D**

Section 5 of the Indian Partnership Act, 1932 expressly states the relation of partnership arises from contract and not from status (hence not from inheritance, marriage or status).

**Q33. Answer: C**

Both are correct: under Section 30(5) a minor admitted to benefits becomes a partner if he does not give public notice within six months of attaining majority/knowledge; and under Section 36(2), absent a contrary contract an outgoing partner may carry on a competing business.

**Q34. Answer: B**

Under Section 129 of the Indian Contract Act, a continuing guarantee is one which extends to a series of (future) transactions.

**Q35. Answer: B**

Consideration is NOT necessary to create an agency (Section 185), so 'a' is incorrect; an agent's authority may be express or implied (Sections 186-187), so 'b' is correct.

**Q36. Answer: A**

Under Section 60 of the Contract Act, where the debtor gives no direction, the creditor may apply the payment even to a time-barred debt, so 'a' is correct; under Section 175 the pawnee IS entitled to extraordinary expenses for preservation, so statement 'b' (which says 'not entitled') is incorrect.

**Q37. Answer: D**

The Section 90 presumption is only of due execution/genuineness (signature, handwriting, attestation), not of the truth of the contents, so 'a' is incorrect; and the 30-year period is reckoned from the date the document is tendered/produced in evidence, so statement 'b' (which inverts this) is also incorrect. Both incorrect.

**Q38. Answer: C**

Section 165 of the Evidence Act empowers the judge himself to ask any question he pleases, in any form, of any witness or party about any relevant or irrelevant fact.

**Q39. Answer: A**

The conclusive presumption of legitimacy under Section 112 can be rebutted by a DNA test (Nandlal Wasudeo Badwaik v. Lata), so 'a' is correct; 'falsus in uno, falsus in omnibus' is only a rule of caution and not a rule of law in India, so 'b' is incorrect.

**Q40. Answer: B**

Under Section 108 of the Evidence Act, a person is presumed dead if not heard of as alive for seven years by those who would naturally have heard of him.

**Q41. Answer: A**

Grave and sudden provocation is an exception; under Section 105 of the Evidence Act the burden of proving the existence of circumstances bringing the case within an exception lies on the accused (A).

**Q42. Answer: A**

Under Section 88A of the Evidence Act, the court may presume that an electronic message forwarded by the originator corresponds with the message fed into his computer, but the court shall NOT make any presumption as to the person who sent it.

**Q43. Answer: D**

The emailed letter is electronic/secondary evidence; it may be proved by a print-out, or a copy on pen-drive/CD, in each case with a Section 65B certificate and oral evidence, or by producing the laptop (primary device) with oral evidence - hence any of the above.

**Q44. Answer: A**

An FIR is not substantive evidence; it can be used to corroborate (Section 157) or contradict (Section 145) its maker/informant. Here only option (a) - corroborating the informant's evidence - is a permissible use.

**Q45. Answer: A**

A statement admissible under Section 27 leading to discovery is not used as a confession (only the disclosure fact is admissible), so 'a' is correct; the 'fact discovered' need not be a physical object - it can include a mental fact such as knowledge of location - so 'b' is incorrect.

**Q46. Answer: B**

Under Section 143, leading questions ARE permissible in cross-examination, so statement 'a' is incorrect; under Section 142, in examination-in-chief leading questions are not allowed without the court's permission, so 'b' is correct.

**Q47. Answer: C**

Both correct: on a tenant disclaiming the landlord's title, forfeiture under Section 111(g) TPA arises and a regular civil court can decree eviction; mere acceptance of rent after forfeiture/notice does not amount to waiver where the landlord makes clear his intention to continue the suit.

**Q48. Answer: B**

An oral agreement to sell immovable property is valid (registration is required for a sale deed, not for an agreement to sell), so 'a' is incorrect; a written agreement to sell signed by the vendor alone, evidencing the oral agreement, is valid and enforceable, so 'b' is correct.

**Q49. Answer: D**

Under Section 106 of the Transfer of Property Act (as amended in 2002), a month-to-month tenancy is terminable by 15 days' notice, and the period commences from the date of receipt of the notice.

**Q50. Answer: C**

Under Section 52 of the Transfer of Property Act, the doctrine of lis pendens does not prohibit or annul a transfer pending a suit; it only makes any such transfer subject to (bound by) the result/decreed of the pending suit.

**Q51. Answer: A**

Under Section 116 of the Transfer of Property Act, a lessee continuing in possession after determination of the lease with the lessor's assent (and assent to the rent) is a tenant 'holding over'. Continuance WITHOUT consent makes him a tenant at sufferance.

**Q52. Answer: B**

Section 53A TPA (part performance) requires that the transferee has performed or is willing to perform his part of the contract. Possession taken in part performance, written contract signed by transferor, and willingness to perform are the essentials.

**Q53. Answer: D**

Section 54, last para, TPA: 'A contract for the sale of immoveable property... does not, of itself, create any interest in or charge on such property.' Hence neither interest nor charge.

**Q54. Answer: D**

Under Section 55(4)(a) TPA, in the absence of a contract to the contrary, the seller is entitled to the rents and profits of the property till the ownership passes to the buyer.

**Q55. Answer: A**

Section 3 TPA: 'immoveable property' does NOT include standing timber, growing crops or grass, so (a) is incorrect. 'Instrument' means a non-testamentary instrument, so (b) is also incorrect. Thus statement (a) of the question (immoveable property includes standing timber) is correct and (b) is incorrect - option (a).

**Q56. Answer: A**

Defendant no. 2 bought with notice of the prior agreement, so he is not a bona fide transferee for value without notice (Section 19, Specific Relief Act); specific performance is enforceable against him. The decree directs defendant no. 1 to execute the sale deed and the plaintiff to pay the balance price.

**Q57. Answer: C**

An agreement to sell agricultural land conditional on the vendor obtaining the Collector's permission is valid and specifically enforceable; the decree can be passed but its execution is subject to obtaining that statutory permission.

**Q58. Answer: B**

Under Section 21 of the Specific Relief Act the plaintiff may claim compensation in addition to or in substitution for specific performance; an amendment to add such an alternate claim relates back and is generally allowed, but is subject to limitation. The refund-of-earnest-money claim is a distinct cause of action which a part-performance suit cannot ordinarily save, so the compensation amendment is the one allowable subject to limitation.

**Q59. Answer: D**

Section 12 of the Specific Relief Act allows specific performance of so much of the contract as can be performed where a part must be left unperformed. Court refused permission only for the minor's share, so performance is granted to the extent of the shares of the parents and the two major daughters.

**Q60. Answer: C**

(a) An agreement to sell mortgaged property for less than the sale price is enforceable - true. (b) Under Section 6 of the Specific Relief Act a person (including a landlord through his tenant's possession) dispossessed without consent may recover possession; both statements are correct.

**Q61. Answer: C**

(a) Absence of the averment/pleading of readiness and willingness is fatal to a suit for specific performance (Section 16(c) Specific Relief Act) - true. (b) Section 41(ha) (inserted by the 2018 amendment) bars injunctions that would impede infrastructure projects such as electricity distribution - true. Both correct.

**Q62. Answer: C**

(a) Courts retain discretion to extend the time fixed in a specific-performance decree for depositing the balance price even where the decree says the suit stands dismissed on default (V.S. Palanichamy Chettiar line of cases). (b) The relief of possession is ancillary and may be sought in the final-decree proceedings. Both correct.

**Q63. Answer: C**

Section 10 (as amended, with Explanation) Specific Relief Act presumes that breach of a contract to transfer immovable property cannot be adequately compensated in money; Section 14 provides that a contract which is in its nature determinable cannot be specifically enforced. Both correct.

**Q64. Answer: C**

Section 38 Specific Relief Act / O.39 CPC: a perpetual (permanent) injunction is granted only by the decree on the merits of the suit, whereas a temporary injunction may be granted at any stage including after judgment (e.g., pending appeal). Both correct.

**Q65. Answer: D**

Under Section 31 of the Specific Relief Act a person against whom a written instrument is void OR voidable, and who has reasonable apprehension of serious injury, may sue to have it cancelled. So a suit lies against a voidable instrument too - statement (b) ('voidable, not tenable') is incorrect, and statement (a) is incomplete/misleading on its own; both statements as framed are incorrect.

**Q66. Answer: A**

(a) An injunction will not be granted to a plaintiff who has no personal interest in the matter (Section 41 SRA) - correct.  
(b) A coparcener CAN sue the Karta to restrain alienation of joint-family property where there is no legal necessity; such a suit is tenable, so statement (b) is incorrect. Option (a).

**Q67. Answer: A**

Section 7(15)(d) Maharashtra Rent Control Act, 1999: on a tenant's death, 'tenant' means a family member residing with him at the time of death. The married daughter was residing with the deceased; the unmarried daughter was living away and separate, so she does not qualify - the married daughter becomes the tenant.

**Q68. Answer: D**

Under Section 24 read with the Competent Authority provisions of the Maharashtra Rent Control Act, 1999, a licensor recovers possession from a licensee who overstays the written licence period by applying to the Competent Authority, which has exclusive jurisdiction (civil court barred under Section 47).

**Q69. Answer: A**

The tenant cleared arrears up to the reply to the demand notice, so wilful default in payment is not made out, and the landlord failed to prove bona fide need. With neither ground established, the suit is liable to be dismissed.

**Q70. Answer: D**

Under the Maharashtra Rent Control Act (and Section 108(j)/15 scheme), in the absence of a contract to the contrary a tenant shall not sublet, give on licence, assign or transfer his interest - all of the above are barred.

**Q71. Answer: D**

Section 55(1) Maharashtra Rent Control Act, 1999 requires every leave and licence (or tenancy) agreement to be in writing and compulsorily registered, irrespective of the period - i.e., for any period.

**Q72. Answer: A**

Section 55(2) MRCA places the duty to register on the landlord, and in the absence of a written registered agreement the tenant's contention on the terms prevails - so the landlord is precluded from leading evidence on terms (statement a correct). Section 38 directs disposal as far as possible within 12 months, not 9 months, so statement (b) is incorrect.

**Q73. Answer: C**

Section 18 MRCA makes it unlawful for a landlord to receive any premium/pugree/deposit (beyond permitted) as a condition of granting a lease, and Section 18 equally makes it unlawful for a tenant to demand any sum for relinquishment/surrender of tenancy. Both correct.

**Q74. Answer: C**

Both are recognised grounds: making structural alterations such as closing/enclosing a balcony without the landlord's written consent amounts to causing damage, and erecting a permanent structure on the let-out premises without the landlord's consent is an express ground of eviction under Section 16 MRCA. Both correct.

**Q75. Answer: D**

For eviction on the non-user ground under Section 16(1)(k)/(l) MRCA the landlord must prove all three: that the premises were not used for a continuous period (six months) immediately before the suit, that it was not used for the let purpose, and that the non-user was without reasonable cause. None of these can be omitted, so the answer is None of the above.

**Q76. Answer: C**

A decree obtained on the ground of the landlord's bonafide occupation is personal to the landlord; assigning such a decree to a third person is unlawful, whereas decrees on the other grounds are not so personal.

**Q77. Answer: B**

Section 3 of the Limitation Act bars a time-barred suit even though limitation is not set up as a defence, so statement (a) is incorrect; Section 12(1) excludes the day from which the period is reckoned, so (b) is correct.

**Q78. Answer: B**

Limitation for arrears of rent (Art. 52/66) runs from when the rent falls due, not from a demand notice, so (a) is incorrect; for specific performance where no date is fixed, Art. 54 gives 3 years from when plaintiff has notice of refusal - but where no date is fixed, time runs from the date of the contract, so (b) is correct.

**Q79. Answer: A**

Article 124 of the Limitation Act, 1963 prescribes 30 days for an application for review of judgment by a court other than the Supreme Court.

**Q80. Answer: D**

Article 120 of the Limitation Act prescribes 90 days from the date of death of the defendant for an application to bring on record his legal representatives (Order XXII CPC).

**Q81. Answer: B**

Article 62 of the Limitation Act, 1963 prescribes twelve years (from when the money sued for becomes due) to enforce payment of money secured by a mortgage or otherwise charged upon immovable property.

**Q82. Answer: A**

A suit under Section 6 of the Specific Relief Act for possession on dispossession must be filed within six months from the date of dispossession (Section 6(2)(a)).

**Q83. Answer: A**

The Limitation Act bars the remedy without extinguishing the right (except in adverse possession under Section 27); for a debt it only bars the remedy, the debt itself subsists (basis of acknowledgment and appropriation rules).

**Q84. Answer: C**

Article 121 of the Limitation Act prescribes 60 days from the date of abatement for an application to set aside an abatement under Order XXII CPC.

**Q85. Answer: B**

Article 115(b)(i) of the Limitation Act prescribes 60 days for an appeal to the Sessions Court against a sentence under the CrPC.

**Q86. Answer: B**

Article 123 of the Limitation Act gives 30 days to set aside an ex parte decree; its Explanation treats substituted service as not 'due service', so where summons was served by substituted service time runs from the date of knowledge of the decree.

**Q87. Answer: A**

Under Section 89 CPC the court may, even without consent, refer parties to Lok Adalat, mediation and judicial settlement; arbitration and conciliation require the parties' agreement/consent.

**Q88. Answer: A**

After the 2018 amendment, 'specified value' under Section 2(1)(i) of the Commercial Courts Act means a commercial dispute of subject-matter not less than Three Lakh rupees (reduced from one crore).

**Q89. Answer: A**

Per the Explanation to Section 34 CPC (and Central Bank of India v. Ravindra), 'such principal sum' means the principal sum actually advanced, not the inflated sum arrived at by capitalising interest/periodical rests.

**Q90. Answer: D**

Statements (a) and (b) state the correct law (Javer Chand / R.V.E. Venkatachala Gounder), and (c) is also correct (an inherently inadmissible document's objection can be raised even after exhibiting); thus the option 'All are incorrect' fits the question's framing of which statements are incorrect. OCR/option labelling (refers to 'd') is garbled.

**Q91. Answer: B**

Where the plaintiff appears but the defendant does not despite due service, the court shall order the suit to proceed ex parte (Order IX Rule 6(1)(a) CPC).

**Q92. Answer: B**

Summons for judgment (Order XXXVII Rule 3 CPC) is issued in a summary suit, requiring the defendant to apply for leave to defend.

**Q93. Answer: A**

Under Order XXII Rule 6 CPC, a judgment pronounced after a party's death (between arguments and judgment) is not a nullity, so (a) is correct; sending a decree to the Collector for partition is not 'precept' (precept under Section 46 is to attach property pending a transfer of decree), so (b) is incorrect.

**Q94. Answer: B**

Section 56 CPC bars civil imprisonment of a woman in execution of a money decree, and the proviso to Section 51 bars arrest where the judgment debtor seeks to be declared insolvent; hence (a) and (b).

**Q95. Answer: B**

An appeal does not operate as a stay of proceedings under the decree appealed against (Order XLI Rule 5 CPC), so (a) is incorrect; the court which passed the decree may stay execution before an appeal is filed within limitation, so (b) is correct.

**Q96. Answer: A**

Under the proviso to Section 60(1) CPC, an agriculturist's implements/cattle and the pay and allowances of Armed Forces members are exempt from attachment and sale; (c) and (d) are not (PF deposits are exempt but two-thirds of salary is attachable in maintenance decrees).

**Q97. Answer: A**

A cognizable offence (Section 2(c) CrPC) is one in which a police officer may arrest without warrant and investigate without a magistrate's order; statements (a) and (b).

**Q98. Answer: B**

Under Section 31 CrPC a JMFC may pass consecutive sentences whose aggregate does not exceed twice his sentencing power; his limit is 3 years (Section 29), so the maximum aggregate is six years.

**Q99. Answer: D**

Under Section 262 CrPC, summary trials (including of warrant-cases tried summarily) follow the summons-case procedure; hence the statement that warrant-case procedure is followed while trying a warrant-case summarily is incorrect.

**Q100. Answer: B**

Under Section 167(2) CrPC, the maximum period of police (detention in police) custody is fifteen days in the whole, reckoned from the date of arrest/first detention.