

Madhya Pradesh Judiciary - Mains 2019

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CONSTITUTION OF INDIA

Q1. Describe the protection in respect of conviction for an offence as provided in the Constitution Compare the same with the analogous provisions in criminal Law.

Q2. Describe prohibition of discrimination based on sex. Explain meaning, scope and extent of term "citizen" within the purview Constitution of India

CIVIL PROCEDURE CODE, 1908

Q3. When an order for injunction may be discharged, varied or set aside? What are the consequences of disobedience or breach of injunction?

Q4. Explain the meaning, nature, scope and modes of setting up counterclaim. Who may file a counterclaim and upto which stage a counter claim may be set up? Discuss the effect of counter claim.

TRANSFER OF PROPERTY ACT, 1882

Q5. Explain the doctrine of "feeding the grant by estoppels"?

Q6. Explain the necessary conditions for the application of the doctrine of part performance. Who can avail this doctrine?

INDIAN CONTRACT ACT, 1872

Q7. Explain the doctrine of Ratification. What acts cannot be ratified? The doctrine of ratification is a principle in agency law that allows a principal to approve and adopt the acts of an agent, even if those acts were initially unauthorised. This doctrine is grounded in the notion that a principal should have the power to affirm actions taken on their behalf, thus conferring legitimacy on otherwise unauthorised acts. Ratification retroactively grants authority to the agent's actions, as if the principal had originally authorised them.

Q8. Explain and distinguish between a contract of Indemnity and a contract of Guarantee. Explain that "The liability of the surety is co-extensive with principal-debtor"? Contracts of indemnity and guarantee are both mechanisms used in commercial transactions to provide security and assurance regarding financial obligations. However, they serve different purposes and involve distinct parties and liabilities.

SPECIFIC RELIEF ACT, 1963

Q9. What are the discretion (s) and powers of the Court regarding Specific Performance and what changes are introduced by amendment of 2018? Specific performance is an equitable remedy in contract law whereby a court orders a party to perform their contractual obligations rather than simply paying damages for breach of contract. Under the Specific Relief Act, 1963, the courts in India have significant discretion in granting or denying this remedy, ensuring that justice is served while considering the circumstances of each case.

Q10. What do you understand by the Preventive relief? What is the object of granting this relief? Distinguish between specific performance and preventive relief?

LIMITATION ACT, 1963

Q11. What are the circumstance under which certain period of time is excluded while computing the limitation period? Explain MIXED Write short-notes on:-

Q1. Res sub judice-Stay of suit.

Q2. Court of record

Q3. Anticipatory breach of Contract THIRD PART

M.P. ACCOMODATION CONTROL ACT, 1961

Q4. What is denial of the landlord's title or disclaimer of tenancy? What impact it has on the tenant's liability for eviction under the Act ?

Q5. What is composite tenancy? Describe the legal necessities for a decree of eviction on the ground of bonafide need for non-residential purpose only where the tenancy was created for composite purpose. Composite tenancy refers to a tenancy arrangement where the leased premises are used for both residential and non-residential purposes. Under the M.P. Accommodation Control Act, 1961, this type of tenancy acknowledges the dual use of the property, which has implications for eviction proceedings, particularly when the landlord seeks eviction on grounds of bona fide need for one of the specified purposes.

M.P. LAND REVENUE CODE, 1959

Q6. Describe the procedure of partition of holding. How does it differ from disposal of holdings ? The M.P. Land Revenue Code, 1959, regulates the management of agricultural land and revenue matters in the state of Madhya Pradesh, India. The Code provides procedures for both the partition and disposal of holdings, which are important for landowners involved in agriculture.

Q7. Under what circumstances a Bhumiswami can lease the whole of his holding consecutively for more than 1 year and when such lessee may be ejected ?

INDIAN EVIDENCE ACT, 1872

Q8. "Oral evidence is excluded by documentary evidence." Explain this rule and state the exceptions, if any, to this rule. The principle that "oral evidence is excluded by documentary evidence" is a foundational concept in the Indian Evidence Act, 1872. This rule is encapsulated in Section 91 and Section 92 of the Act, which together establish the primacy of documentary evidence over oral testimony when the former is available and relevant to a matter in question. The rationale behind this principle is to ensure the reliability and accuracy of evidence presented before a court, minimising the risks of misrepresentation, fraud, and errors that can occur with oral testimony.

Q9. How can a party impeach the credit of witness in following circumstances ? (i) His own witness and (ii) A witness produced by the opposite party. The process of impeaching the credit of a witness is critical in legal proceedings to ensure that the court relies on credible and trustworthy testimony. The Indian Evidence Act, 1872, provides specific guidelines for challenging the credibility of witnesses, whether it is one's own witness or a witness produced by the opposite party.

INDIAN PENAL CODE, 1860

Q10. What is an "Unlawful Assembly" ? Who is said to be the member of an unlawful assembly? When is a member of an unlawful assembly constructively liable for the offence committed by any other member of that assembly? Can less than five persons be convicted with the aid of Sec. 149? An "unlawful assembly" is a concept defined under the Indian Penal Code (IPC), 1860, which refers to a gathering of individuals with a common objective that is deemed illegal. The provisions concerning unlawful assemblies are aimed at maintaining public order and safety by penalising group activities that threaten peace and security. .

Q11. Describe any two and distinguish between the following :- (1) Cheating & Criminal breach of trust. Cheating and criminal breach of trust are two distinct offences under the Indian Penal Code (IPC), 1860, aimed at protecting property and ensuring honest dealings. While both involve dishonest intentions and can result in financial loss or damage to the victim, they differ significantly in terms of their nature, elements, and legal consequences. (2) Abetment & Criminal conspiracy. (3) Giving false evidence and fabricating false evidence.

CRIMINAL PROCEDURE CODE, 1973

Q12. Explain the circumstances in which release on bail is mandatory?

Q13. What is the First Information Report? Discuss its evidentiary value? What is the difference between an FIR and the complaint?

NEGOTIABLE INSTRUMENTS ACT, 1881

Q14. Explain the liability of the persons in case of dishonour of cheque issued by the company. 'The primary legal provision dealing with the dishonour of cheques is Section 138 of the Negotiable Instruments Act, 1881. This section makes it a criminal offence to issue a cheque that is dishonored due to insufficient funds or if the cheque amount exceeds the arrangement with the bank. The section aims to promote the credibility of negotiable instruments by imposing strict penalties for dishonoured cheques. MIXED

Q15. Write Short-notes on: (A) When does the right of private defence of property extend to causing death? The right of private defence of property is a critical aspect of legal provisions in India, ensuring that individuals can protect their property from unlawful aggression. This right is enshrined in Sections 96 to 106 of the Indian Penal Code (IPC), 1860. While the right to self-defence is fundamental, it comes with certain limitations and conditions, particularly when it involves causing death. (B) Government lessee (C) Modes of proving a signature.