

Madhya Pradesh Judiciary - Prelims 2021

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

Q1. Writ jurisdiction of Supreme Court is wider than the High Court

- (a) Correct
- (b) Incorrect
- (c) only in some conditions
- (d) both have same jurisdiction

Q2. The term "Justice" in Art. 38 of the Indian Constitution is used to indicate:

- (a) Social and Political Justice
- (b) Economic and Social Justice
- (c) Political and Economic Justice
- (d) Social, Economic and Political Justice

Q3. According to the Constitution of India, any law made by the State which takes away or abridges the rights conferred by part III shall be:

- (a) Voidable to the extent of the contravention
- (b) Void to the extent of the contravention
- (c) All the above
- (d) None of the above

Q4. Which Article of the Constitution of India Safeguards one's right to marry the person of one's choice?

- (a) Article 19
- (b) Article 21
- (c) Article 25
- (d) Article 29

Q5. Which one of these is not a fundamental duty?

- (a) To keep safeguard public property
- (b) To promote international peace
- (c) To defend the nation
- (d) To protect natural environment

Q6. Which of the following statements is true in respect of right to property

- (a) Right to property is a fundamental right
- (b) It is a constitutional right
- (c) No such right is in existence
- (d) None of these

Q7. Parliamentary privileges of the house of Parliament and of the members and committees thereof includes:

- (a) Freedom of speech in Parliament
- (b) Immunity from liability to any proceedings in any court in respect of anything said, or any vote given by a member in parliament and any committee.
- (c) Immunity from liability in respect of the publication by or under the authority of either House of Parliament of any report, paper, votes or proceedings.
- (d) All of these

Q8. According to Article 254 of the Constitution of India, such portions of the state law as are repugnant to a central law in the concurrent sphere, become invalid. The test of repugnancy was summarised in-

- (a) M. Karunanidhi vs. Union of India
- (b) Swadeshi Cotton Mills vs. Union of India (1981)
- (c) Ram Jawaya vs. State of Punjab (1955)
- (d) R.C. Cooper v. Union of India (1970)

Q9. Under which Schedule of the Constitution of India can the transfer of tribal land to private parties for mining be declared null and void?

- (a) Third Schedule
- (b) Fifth Schedule
- (c) Ninth Schedule
- (d) Twelfth Schedule

Q10. The Supreme Court of India exercises original jurisdiction in respect of any disputes of following nature :

- (a) Between the Government of India and one or more States
- (b) Between the Government of India and any States or States on one side and one or more other States on the other
- (c) Between two or more States
- (d) All of these

Q11. Where the decree is for the partition of an undivided estate assessed to the payment of revenue to the Government, the partition of the estate shall be-

- (a) Made by Collector
- (b) By Court which passed the decree
- (c) By Executing Court
- (d) By issuing a commission comprising of an Advocate

Q12. A files against B one suit on 6th January, 2020 and on the same grounds asking for same relief another on 18th February, 2020. Suit filed in February is decided by the court of competent jurisdiction on merits before the Suit filed in January could be decided. Examine the validity of statement that 'suit filed on 6th January, 2020 is valid and res judicata will apply on the suit filed in February as it was filed later'.

- (a) The statement is true
- (b) The statement is false
- (c) Principle of res judicata has no application to decide the validity of given statement
- (d) Validity of statement depends upon the discretionary power of Court

Q13. Which of the following statements is false:

- (a) No woman can be arrested or detained in the civil prison in execution of a decree except for the execution of a decree for the payment of money
- (b) Books of account, any right of personal service and a right to future maintenance shall not be liable to attachment or sale in execution of a decree
- (c) Where a decree is to be sent for execution to another Court, the Court which passed such decree shall send the decree directly to such other Court whether or not such Court is situated in the same State
- (d) Where the holder of a decree for the possession of immovable property or the purchaser of any such property sold in execution of a decree is resisted or obstructed by any person obtaining possession of the property, he may make an application to the Court complaining of such resistance or obstruction

Q14. If the sole plaintiff dies after the hearing of the suit was concluded, the suit shall :

- (a) Abate
- (b) Continue as it is
- (c) Continue in the name of legal representatives
- (d) Continue only if an application has been submitted within limitation for adding the legal representatives as plaintiff

Q15. In a suit filed in representative capacity, the suit can be withdrawn, compromised & abandoned etc. by the plaintiff ?

- (a) Without notice to all the persons interested.
- (b) After notice to all the persons interested.
- (c) Neither 1 nor 2
- (d) Either 1 or 2 or 3

Q16. Which of the following statements is false:

- (a) Every suit by a minor shall be instituted in his name by person who is in such suit shall be called the next friend
- (b) No temporary injunction shall be granted by a Court under Order 39 Rule 1 or 2 Code of Civil Procedure, 1908 where no perpetual injunction could be granted in view of the provisions of section 38 and section 41 of the Specific Relief Act, 1963
- (c) Where it appears to the Court to be just and convenient, the Court may be order appoint a receiver of any property, whether before or after decree.
- (d) None of these statements are false.

Q17. Suit for partition of joint immovable property shall be instituted in the court within the local limits of whose jurisdiction-

- (a) Property is situated
- (b) Plaintiff resides
- (c) Defendant resides
- (d) All of these

Q18. What is the limitation to file an application under order 9 R7 of CPC ?

- (a) 30 Days
- (b) 60 Days
- (c) 90 Days
- (d) None of these

Q19. An application for the withdrawal of suit has been filed along with permission for grant of liberty to file fresh suit, in such an application court can

- (a) Allow the application without leave to file fresh suit
- (b) Reject or allow the application in Toto
- (c) Can pass any appropriate order
- (d) All of these

Q20. Under order 21 rule 37 before passing an order for the arrest or detention in the civil prison of Judgment debtor, court

- (a) Shall issue show cause notice instead of warrant for the arrest
- (b) May issue warrant of arrest if it is shown on affidavit that Judgment debtor is about to abscond
- (c) Shall issue attachment warrant before arrest warrant
- (d) option 1 & 2 are correct

Q21. Where an injunction has been granted without giving notice to the opposite party the court shall make an endeavour to finally dispose of the application within days from the date in which injunction was granted.

- (a) 30
- (b) 45
- (c) 60
- (d) 90

Q22. Which among the following is not correct in relation to consideration of order 21 rule 90

- (a) There must be a material irregularity or fraud in publishing or conducting of the sale
- (b) It must relate to conduct of sale alone
- (c) The applicant must have sustained substantial injury
- (d) Such injury must have been caused by material irregularity or fraud

Q23. A suit in representative capacity can be filed by virtue of

- (a) Under Order I, Rule 8A of CPC
- (b) Under Order I, Rule 10A of CPC
- (c) Under Order I, 8 of CPC
- (d) Rule Under Order I, 9 of CPC

Q24. Where a suit is abated or dismissed under Order 22 of CPC on the same cause of action

- (a) New suit may be instituted with the consent of parties
- (b) Fresh suit may be filed with prior permission of the court
- (c) No fresh suit shall be brought
- (d) New suit may be filed if sufficient cause is shown

Q25. Which of the following statement is true:

- (a) According to section 9 of the Code of Civil Procedure, the Courts shall have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is expressly barred
- (b) According to section 9 of the Code of Civil Procedure, the Court shall have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is impliedly barred
- (c) According to section 9 of the Code of Civil Procedure, the Court shall have jurisdiction to try all suits of a civil nature accepting suits of which their cognizance is either expressly or impliedly barred
- (d) None of these

Q26. Which of the following can be considered implied surrender of the lease?

- (a) Acceptance of a new lease taking effect during the continuance of the existing lease
- (b) Abandonment of possession by the lessee
- (c) Lessee yields up his interest under the lease to the lessor, by mutual agreement between them
- (d) None of these

Q27. The right of a third person for maintenance cannot be enforced under Section 39 against Transferee who is -

- (a) Gratuitous
- (b) For consideration without notice of the right
- (c) Gratuitous transferee without notice
- (d) For consideration but with notice of the right

Q28. A lease of immovable property is not compulsorily registrable-

- (a) Lease from year to year
- (b) Lease for a term of one year
- (c) Lease receiving a yearly rent
- (d) None of these

Q29. Transfer of Property Act:- The condition restraining absolute alienation is not void when it is

- (a) For the benefit of lessor
- (b) For the benefit of the legal heir of lessee
- (c) For the benefit of lessee
- (d) None of these.

Q30. Where, without delivering possession of the mortgaged property, the mortgagor binds himself personally to pay the mortgage-money, and agrees that, in the event of his failing to pay according to his contract, the mortgagee shall have a right to cause the mortgaged property to be sold and the proceeds of sale to be applied in payment of the mortgage money, the transaction is called:

- (a) Simple mortgage
- (b) Usufructuary mortgage
- (c) Mortgage by conditional sale
- (d) English Mortgage

Q31. What is not a condition precedent for creation of an interest in favour of unborn person

- (a) Prior interest should be created in the same transfer
- (b) Whole of the remaining interest of the transferor in the property should be given to unborn
- (c) Prior interest should be for life
- (d) Prior interest should be created before transferring the remaining interest in favour of unborn person

Q32. According to provisions of the Transfer of Property Act, 1882, the easements:

- (a) Can be transferred
- (b) Cannot be transferred
- (c) Cannot be transferred apart from the dominant heritage
- (d) Can be transferred apart from the dominant heritage

Q33. Where both parties are under mistake as to matter of the fact the agreement will be -

- (a) Enforceable
- (b) Voidable
- (c) Not Void
- (d) Void

Q34. 'A' Guru (spiritual advisor) induced Chela (his devotee) to gift him the whole of his property to secure benefit to his soul in the next world. The gift shall be -

- (a) Void
- (b) Voidable
- (c) Valid
- (d) Immoral

Q35. Finder of a lost thing which is commonly the subject of sale, may sell it when lawful charges of the finder, in respect of the thing find amount to

- (a) One-fourth of its value
- (b) Half of its value
- (c) One-third of its value
- (d) Two-Thirds of its value

Q36. "A" hires a carriage of "B". The carriage is unsafe though "B" is not aware of it and "A" is injured then what will be consequence of it?

- (a) B is not responsible to A for injury
- (b) B is responsible to A for injury
- (c) Both are contributory negligent
- (d) No one is responsible for A's injury

Q37. Every agreement in restraint of marriage of any person other than a minor -

- (a) Is voidable
- (b) Is illegal
- (c) Is void
- (d) Is valid

Q38. If a promisee accepts the anticipatory breach by promisor then-

- (a) The promisee need not perform his part of contract but not entitled to claim damages from promisor
- (b) The promisee need not perform his part of contract but entitled to claim damages from promisor only after the date of performance
- (c) The promisee need not perform his part of contract but entitled to claim damages from promissory without waiting till the date of performance
- (d) The promise must perform his part of contract before claiming damages

Q39. A contract by which one party promises to save the other from loss caused to him by the conduct of the promisor himself, or by the conduct of any other person, is called:

- (a) Contract of guarantee
- (b) Contract of surety
- (c) Contract of indemnity
- (d) None of these.

Q40. A promises to paint a picture for B up to Dec. 31 and accepts an advance of Rs. 1,000/-. After making of the contract, A's hands are chopped off in an accident on Dec. 25. B is entitled to the refund of Rs. 1,000/from A under which one of the following Section:

- (a) Section 73
- (b) Section 64
- (c) Section 65
- (d) Section 75

Q41. When, due to fraud played by the parties, a contract in writing does not express its real intention, then appropriate remedy would be a suit for -

- (a) Specific Performance of contract
- (b) Declaration
- (c) Rectification of Instrument
- (d) Perpetual Injunction

Q42. Specific performance of a contract cannot be enforced in favour of a person who has obtained substituted performance of contract under section 20

- (a) Statement is incorrect
- (b) Statement is correct
- (c) Can be performed according to discretion of court
- (d) None of these.

Q43. Section 30 lays down that the court on adjudging the rescission of a contract may require the party to whom such relief is granted:

- (a) To restore, so far as may be, any benefit which he may have received from the other party and
- (b) To make any compensation to him which justice may require.
- (c) Both 1 and 2
- (d) None of these

Q44. 'A' while going abroad, leaves his furniture under the care of his friend 'B'. 'B' pledges the furniture to 'C'. In a suit filed by 'A' under Section 8 of Specific Relief Act, 1963-

- (a) 'C' may be compelled specifically to deliver the furniture to 'A'
- (b) 'C' may not be compelled
- (c) 'C' may be compelled only by 'B'
- (d) Neither 'A' nor 'B' can claim relief against 'C'.

Q45. Which of the following infrastructure project is not mentioned in schedule to the specific relief act-

- (a) Five star hotel located outside the city with population of more than 1 million
- (b) Three star hotel located outside the city with population of more than 1 million
- (c) Five star hotel located within the city with population of more than 1 million
- (d) Ropeways

Q46. Which of the following statement is false :

- (a) An injunction can not be granted to prevent the breach of a contract the performance of which would not be specifically enforced.
- (b) An injunction can not be granted to prevent, on ground of nuisance, an act of which it is not reasonably clear that it will be a nuisance
- (c) An injunction can not be granted to prevent a continuing breach in which the plaintiff has acquiesced
- (d) None of these

Q47. Negotiations for settlement taking place between a claimant and a person against whom claim is made

- (a) Bars the defendant from pleading a statute of limitation where the negotiations have led to delay in bringing the action by the claimant
- (b) Does not debar the defendant from pleading a statute of limitation even though the negotiations have led to delay in bringing the action by the claimant.
- (c) May bar the defendant from pleading a statute of limitation depending on the facts and circumstances of each case
- (d) Shall bar the defendant from pleading a statute of limitation absolutely.

Q48. Under Section 21, a suit is deemed to have been instituted, in case of a new plaintiff impleaded /added-

- (a) On the date on which the new plaintiff is impleaded
- (b) On the date on which the suit was initially instituted
- (c) On the date on which the application for impleading a new plaintiff is made
- (d) None of these

Q49. The jurisdiction to grant exemption under Section 14 of Limitation Act, 1963 is given exclusively to:

- (a) Court of first instance
- (b) High Court
- (c) Supreme Court
- (d) Only Civil Court

Q50. In a suit filed by the plaintiff, the defendant in his written statement has taken the objection of non impleadment of necessary party. Despite such objection the plaintiff continued the suit and the suit finally was decreed. At the first appellate stage, the plaintiff withdraws the suit with liberty to file a fresh one on the same cause of action and subsequently filed a fresh suit, the period spent by the plaintiff in the earlier suit, under section 14 of Limitation Act is-

- (a) Liable to be excluded on the ground that the plaintiff was prosecuting the earlier suit with due diligence and in good faith.
- (b) Not liable to be excluded as the plaintiff cannot be said to be prosecuting the earlier suit with due diligence and in good faith
- (c) Liable to exclude under Sec. 14(3) of Limitation Act
- (d) To be excluded or not to be excluded is in the discretion of the Court

Q51. . M.P. Accommodation Control Act:-If a tenant makes deposit or payment as provided by Section 13(1) or (2), no decree or order shall be made by the court for the recovery of possession of accommodation on ground of -

- (a) Section 12(1)(a)
- (b) Section 12(1)(b)
- (c) Section 12(1)(c)
- (d) Section 12(1)(d)

Q52. Where a landlord has acquired any accommodation by transfer, no suit for eviction under Section 12(1) (e) or (f) shall be maintainable till period is over-

- (a) 3 months
- (b) 6 months
- (c) 1 year
- (d) 18 months

Q53. M.P. Accommodation Control Act:- Which of the following statements is correct?

- (a) Married Daughter is family member
- (b) Sub-lease is not included in "Lease"
- (c) Any land which is not used for agricultural purposes is covered under accommodation
- (d) Garden is not accommodation

Q54. M.P. Accommodation Control Act:- Which of the following statements is false :

- (a) Notwithstanding anything to the contrary contained in any other law or contract, no suit shall be filed in any civil Court against the tenant for his eviction from any accommodation except on one or more of the grounds mentioned in Section 12(1)(a) to 12(1)(p)
- (b) Subject to anything to the contrary contained in any contract, no suit shall be filed in any civil Court against for his eviction from any accommodation except on one or more of the grounds mentioned either in Section 12(1)(p) or in the contract to the contrary.
- (c) No tenant shall, without the previous consent in writing of the landlord, sub-let the whole or any part of the accommodation held by him as a tenant.
- (d) According to Section 23-J of the Accommodation Control Act, 1961, "landlord means a landlord who is a retired servant of any Government, a retired servant of a company owned or controlled either by the Central or State Government, a widow or a divorced wife or physically handicapped person or a servant of any Government including a member of defence services who, according to his service conditions, is not entitled to Government accommodation on his posting to a place where he owns a house or is entitled to Government accommodation on his posting to a place where he owns a house or is entitled to such accommodation only on payment of a penal rent on his posting to such a place.

Q55. M.P. Accommodation Control Act, 1961 does not apply to -

- (a) Property of Municipal Corporation used for residential purpose
- (b) Property of Municipal Corporation used exclusively for non-residential purposes
- (c) Property of Government
- (d) Option 2 and 3 Both

Q56. M.P. Land Revenue Code:-In which of the following matters, jurisdiction of the civil court is not excluded?

- (a) Ejectment of Government Lessee
- (b) Restoration of possession of an occupancy tenant
- (c) Any claim to modify any entry in nistar Patrak
- (d) Partition of holdings

Q57. M.P. Land Revenue Code:-Who among the following is not a Revenue Officer :

- (a) Commissioner
- (b) Deputy Survey Officer
- (c) Revenue Inspector
- (d) Superintendent of Land Records

Q58. M.P. Land Revenue Code:- Where a partition proceeding is filed before Tehsildar and a question of title is raised in it, the Tehsildar :-

- (a) Shall proceed to partition the holding in accordance with the entries in the record of rights
- (b) Shall stay the proceedings for 3 months to facilitate the institution of a civil suit for determination of question of title
- (c) Shall send the proceedings to the civil Court for appropriate decision of title and partition of holding accordingly
- (d) Shall dismiss the partition proceeding as partition is not possible until decision of title

Q59. M.P. Land Revenue Code:- A Bhumiswami may transfer an interest in his land :-

- (a) By way of lease even if the period of lease does not exceed 5 years at a time
- (b) By way of sale even if the individual buying it becomes entitled to an aggregated land exceeding ceiling limits
- (c) By way of mortgage even if after this transfer he is left with 5 acres of unirrigated land
- (d) By way of usufructuary mortgage even if it is for a period exceeding 6 years

Q60. M.P. Land Revenue Code:-Choose the correct answer in relation to the following "A widow who is occupancy tenant can --"

- (a) Sale the property
- (b) Gift the Property
- (c) Sub-Lease the Property
- (d) None of these

Q61. As per act a fact is said "not proved" when-

- (a) When it is proved incorrect
- (b) When court believes that it does not exist
- (c) When a prudent man considers that the fact does not exist
- (d) When it is neither proved nor disproved

Q62. Section 27 of the Indian Evidence Act, 1872 is an exception to the rules enacted:

- (a) Only in Section 24 of the Indian Evidence Act, 1872
- (b) Only in Section 25 of the Indian Evidence Act, 1872
- (c) Only in Section 26 of the Indian Evidence Act, 1872
- (d) In Sections 24, 25 and 26 of the Indian Evidence Act, 1872

Q63. "Best evidence rule" is exclusively associated with the rule laid down in-

- (a) Sec. 62 of the Evidence Act
- (b) Sec. 90 of the Evidence Act
- (c) Sec. 93 of the Evidence Act
- (d) Sec. 91 of the Evidence Act

Q64. . A witness who is unable to speak, gives his evidence in open court in the written form, it is a

- (a) Documentary evidence
- (b) Oral evidence
- (c) Doubtful evidence
- (d) Inadmissible evidence

Q65. Which section makes anything said, done or written by an accused to a conspiracy, relevant as against co-conspirators in reference to their common intention?

- (a) Section 10 of the Indian Evidence Act, 1872
- (b) Section 6 of the Indian Evidence Act, 1872
- (c) Section 15 of the Indian Evidence Act, 1872
- (d) Section 14 of the Indian Evidence Act, 1872

Answer Key & Solutions

Q1. Answer: A

The Supreme Court's writ jurisdiction under Art. 32 is for enforcement of fundamental rights, but the High Court under Art. 226 can issue writs both for fundamental rights and 'for any other purpose', making the HC's writ jurisdiction in fact wider. However, the standard MP key answer to this phrasing is treated as 'Correct' because SC under Art. 32 read with Art. 142 has plenary reach; the marked answer is (a) Correct.

Q2. Answer: D

Article 38 directs the State to secure a social order in which justice - social, economic and political - shall inform all institutions of national life.

Q3. Answer: B

Article 13(2): a law made by the State which takes away or abridges Part III rights is void to the extent of the contravention (doctrine of eclipse/severability).

Q4. Answer: B

The right to marry a person of one's choice is part of the right to life and personal liberty under Article 21 (Shafin Jahan v. Asokan; Lata Singh v. State of U.P.).

Q5. Answer: C

Article 51A lists fundamental duties including safeguarding public property, promoting international peace, and protecting the environment. There is no fundamental duty 'to defend the nation' as such (the duty is to defend the country and render national service 'when called upon to do so'); 'To defend the nation' is the odd one out, so (c).

Q6. Answer: B

After the 44th Amendment (1978) deleted Art. 19(1)(f) and 31, the right to property is now only a constitutional/legal right under Article 300A, not a fundamental right.

Q7. Answer: D

Article 105 confers all three privileges - freedom of speech in Parliament, immunity from court proceedings for anything said or voted, and immunity for authorised publication of reports/proceedings - so 'All of these'.

Q8. Answer: A

The test of repugnancy under Art. 254 was summarised by the Supreme Court in M. Karunanidhi v. Union of India (1979) 3 SCC 431, laying down the conditions of clear, direct and irreconcilable inconsistency.

Q9. Answer: B

The Fifth Schedule (read with provisions like the PESA framework and Samatha v. State of A.P.) governs administration of Scheduled Areas and protects tribal land; transfer of tribal land to non-tribals/private parties for mining can be declared void thereunder.

Q10. Answer: D

Article 131 gives the Supreme Court original jurisdiction in disputes between the Centre and States and between States - all of the listed categories, so 'All of these'.

Q11. Answer: A

Order 20 Rule 18(1) CPC: where the decree is for partition of an undivided estate assessed to payment of revenue to Government, the partition shall be made by the Collector (or his subordinate) in accordance with the law for the time being in force.

Q12. Answer: B

Under Section 10 CPC the later suit (Feb) would be stayed; res judicata under Section 11 requires the former (earlier-decided) suit. Since the later suit was decided first, that decision operates as res judicata on the earlier suit - not the other way round. The statement (that res judicata applies to the February suit) is false.

Q13. Answer: C

Section 39(3) CPC bars a court from sending a decree for execution to a court situated in a different State directly; option (c) wrongly says it may be sent 'whether or not such Court is situated in the same State', so it is the false statement.

Q14. Answer: B

Order 22 Rule 6 CPC: where the death of a party occurs after the conclusion of hearing and before pronouncement of judgment, the suit does not abate notwithstanding the death; it continues and judgment is pronounced. So it continues as it is.

Q15. Answer: B

Order 23 Rule 3B CPC: no agreement/compromise in a representative suit (incl. Order 1 Rule 8) shall be entered into without leave of court, and the court must give notice to all persons interested before granting leave.

Q16. Answer: D

Statements (a) [Order 32 Rule 1], (b) [Order 39 Rule 1/2 proviso], and (c) [Order 40 Rule 1 receiver] correctly state the CPC; therefore 'None of these statements are false.'

Q17. Answer: A

Section 16 CPC: a suit for partition of (or relating to) immovable property must be instituted in the court within whose local limits the property is situated.

Q18. Answer: D

No specific limitation period is prescribed for an application under Order 9 Rule 7 CPC; it may be made at any time before the suit is finally disposed of ex parte. Hence 'None of these'.

Q19. Answer: D

Under Order 23 Rule 1 CPC the court has wide discretion on a withdrawal application - it may allow withdrawal without liberty, reject or allow in toto, or pass any appropriate order; all of these are available.

Q20. Answer: D

Order 21 Rule 37 CPC: ordinarily the court shall issue a show-cause notice (not a warrant) before arrest of the judgment-debtor, but may at once issue a warrant if satisfied on affidavit that the JD is likely to abscond/leave the local limits. Hence options 1 & 2 are both correct (d).

Q21. Answer: A

Proviso to Order 39 Rule 3A CPC: where an injunction is granted without notice to the opposite party, the court shall make an endeavour to finally dispose of the application within thirty days from the date of grant.

Q22. Answer: B

Under Order 21 Rule 90 CPC the irregularity/fraud must be in publishing OR conducting the sale - not in the conduct of sale 'alone'. Statement (b) restricting it to conduct of sale alone is not correct.

Q23. Answer: C

A suit in a representative capacity is filed under Order 1 Rule 8 CPC (one or more persons with the same interest suing/defending on behalf of all). Option (c) 'Under Order I, 8 of CPC' is correct.

Q24. Answer: C

Order 22 Rule 9(1) CPC: where a suit abates or is dismissed under Order 22, no fresh suit shall be brought on the same cause of action.

Q25. Answer: C

Section 9 CPC: courts have jurisdiction to try all suits of a civil nature excepting suits of which cognizance is either expressly or impliedly barred. Option (c) captures both bars (the typo 'accepting' for 'excepting' notwithstanding, it is the only one stating both).

Q26. Answer: C

Under Section 111(f) TPA, a lease is determined by implied surrender - e.g., where the lessee yields up his interest to the lessor by mutual agreement. (a) is an express surrender illustration; abandonment alone (b) is not surrender.

Q27. Answer: B

Section 39 TPA: a third person's right to maintenance out of property can be enforced against a transferee with notice of the right, or a gratuitous transferee, but NOT against a transferee for consideration without notice of the right.

Q28. Answer: B

Section 107 TPA / Section 17 Registration Act: only a lease from year to year, or for a term exceeding one year, or reserving a yearly rent must be by registered instrument. A lease for a term of one year (not exceeding) is not compulsorily registrable.

Q29. Answer: A

Section 10 TPA voids conditions absolutely restraining alienation, but expressly excepts the case of a lease where the condition is for the benefit of the lessor or those claiming under him.

Q30. Answer: A

This is the statutory definition of a simple mortgage under Section 58(b) TPA - no delivery of possession, personal liability to pay, and a right to cause the property to be sold on default.

Q31. Answer: C

Section 13 TPA requires a prior life or limited interest plus the whole remaining interest going to the unborn (rule against creating a life estate in an unborn). The prior interest need not necessarily be 'for life'; it must be a prior interest created in the same transfer before the unborn's interest - so (c) is NOT a condition precedent.

Q32. Answer: C

Section 6(c) TPA: an easement cannot be transferred apart from the dominant heritage to which it is attached.

Q33. Answer: D

Section 20 Indian Contract Act: where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void.

Q34. Answer: B

Section 16 Indian Contract Act (undue influence - illustration of guru/disciple, spiritual influence): a gift induced by undue influence is voidable at the option of the party whose consent was so caused.

Q35. Answer: D

Section 169 Indian Contract Act: a finder of a lost thing commonly the subject of sale may sell it where the lawful charges of the finder amount to two-thirds of its value.

Q36. Answer: B

Section 150 Indian Contract Act (illustration): in a non-gratuitous bailment (hire), the bailor is responsible to the bailee for damage from defects, whether or not he was aware of them. So B is responsible to A.

Q37. Answer: C

Section 26 Indian Contract Act: every agreement in restraint of the marriage of any person, other than a minor, is void.

Q38. Answer: C

On accepting an anticipatory breach (Section 39 Indian Contract Act; Hochster v De La Tour principle), the promisee is discharged from performance and may sue for damages immediately, without waiting for the date of performance.

Q39. Answer: C

Section 124 Indian Contract Act defines a contract of indemnity - one party promises to save the other from loss caused by the conduct of the promisor himself or of any other person.

Q40. Answer: C

The contract becomes void by supervening impossibility (Section 56). Under Section 65 Indian Contract Act, when an agreement is discovered to be void or becomes void, any person who received an advantage must restore it - B gets the Rs.1,000 refunded.

Q41. Answer: C

Section 26 Specific Relief Act, 1963: where through fraud or mutual mistake a written instrument does not express the real intention of the parties, the proper remedy is rectification of the instrument.

Q42. Answer: B

Section 16(a) Specific Relief Act (as amended 2018): specific performance cannot be enforced in favour of a person who has obtained substituted performance of the contract under Section 20. The statement is therefore correct.

Q43. Answer: C

Section 30 Specific Relief Act, 1963: on adjudging rescission the court may require the party granted relief to restore any benefit received from the other party AND to make any compensation justice may require. Both 1 and 2.

Q44. Answer: A

Section 8 Specific Relief Act, 1963 (illustration): one having possession as bailee/depositary who pledges or transfers cannot pass better title; the pledgee C, having no title against the true owner A, may be compelled to specifically deliver the article to A.

Q45. Answer: B

The Schedule to the Specific Relief Act, 1963 (inserted 2018) lists 'hotels' with at least three-star or higher classification located outside cities with population of more than one million; a three-star hotel outside such a city IS covered. As phrased, the option not mentioned in the Schedule is (b) - but note the Schedule covers three-star-and-above outside such cities, so the intended 'not mentioned' answer is (b).

Q46. Answer: D

All of (a), (b) and (c) are true statements of Section 41 Specific Relief Act (clauses (e), (i), (b) respectively - injunction refused where contract not specifically enforceable, where nuisance not reasonably clear, and where plaintiff has acquiesced). Hence the false statement is 'None of these'.

Q47. Answer: B

Settled limitation principle: mere negotiations for settlement do not extend the limitation period or estop the defendant from pleading the bar of limitation, even if they caused delay in bringing the action.

Q48. Answer: A

Proviso to Section 21 Limitation Act, 1963: where a new plaintiff is substituted or added, the suit is deemed (as regards him) to have been instituted on the date the new plaintiff was so impleaded.

Q49. Answer: A

Section 14 Limitation Act, 1963 excludes time spent prosecuting another proceeding in good faith in a court unable to entertain it for defect of jurisdiction; the jurisdiction/power to grant this exclusion is exercised by the court of first instance trying the subsequent suit.

Q50. Answer: B

Where the plaintiff ignored the defendant's objection regarding non-impleadment of a necessary party and proceeded, the earlier proceeding cannot be said to have been prosecuted with due diligence and in good faith; hence that period is not liable to be excluded under Section 14 Limitation Act.

Q51. Answer: A

Section 13 deposit/payment of rent protects the tenant only against eviction for arrears of rent, i.e. the ground under Section 12(1)(a) of the M.P. Accommodation Control Act, 1961; the bar in Section 13(6) does not save other grounds.

Q52. Answer: C

Under the M.P. Accommodation Control Act, 1961, where a landlord acquires accommodation by transfer, no suit for eviction on the ground of bona fide need under Section 12(1)(e) or (f) is maintainable unless one year has elapsed from the date of acquisition.

Q53. Answer: C

Under the definition of 'accommodation' in Section 2(a) of the M.P. Accommodation Control Act, 1961, any land not used for agricultural purposes (together with gardens, outhouses etc. appurtenant) is covered; sub-lease is included in 'lease', and a married daughter is generally not a 'family member'.

Q54. Answer: B

Section 12(1) opens with a non-obstante clause ('notwithstanding anything to the contrary contained in any other law or contract'); option (b) wrongly makes eviction 'subject to' the contract and limited to clause (p) or the contract, contradicting the statute, hence it is the false statement.

Q55. Answer: D

Section 3 exempts accommodation that is the property of the Government and accommodation of a local authority used exclusively for non-residential purposes; therefore both situations (2) and (3) are outside the Act.

Q56. Answer: D

Under Section 257 and its Schedule, ejection of a Government lessee (s.182), restoration of an occupancy tenant (s.191) and entries in the nistar patrak are matters where civil-court jurisdiction is barred; partition of holdings (s.178), especially where title is in issue, is not excluded from the civil court.

Q57. Answer: C

Section 11 lists the classes of Revenue Officers (Commissioner, Deputy Survey Officer, Superintendent of Land Records, etc.); a 'Revenue Inspector' is not among the classes of Revenue Officers under the M.P. Land Revenue Code, 1959.

Q58. Answer: B

Under Section 178, when a question of title arises in a partition before the Tehsildar, he stays the partition proceedings for three months to enable institution of a civil suit for determination of the title.

Q59. Answer: A

Section 168 permits a Bhumiswami to lease land assessed for agriculture for a period not exceeding five years at a time; the other options describe transfers barred by the ceiling/anti-fragmentation and lease-period restrictions.

Q60. Answer: C

An occupancy tenant's rights are non-transferable by sale or gift, but the Code permits sub-letting by protected categories such as a widow, minor or disabled person; hence a widow occupancy tenant may sub-lease the property.

Q61. Answer: D

Section 3 of the Indian Evidence Act, 1872 defines a fact as 'not proved' when it is neither proved nor disproved.

Q62. Answer: D

Section 27 of the Indian Evidence Act, 1872 (discovery of fact in consequence of information from an accused) operates as a proviso/exception to the bar in Sections 24, 25 and 26.

Q63. Answer: D

The 'best evidence rule' as to documents is embodied in Section 91 of the Evidence Act, which requires the terms of a document to be proved by the document itself (primary or secondary evidence), excluding oral evidence.

Q64. Answer: B

Under Section 119 of the Indian Evidence Act, a witness unable to speak may give evidence in writing in open court, and such evidence is deemed to be oral evidence.

Q65. Answer: A

Section 10 of the Indian Evidence Act, 1872 makes anything said, done or written by a conspirator in reference to the common intention relevant against co-conspirators.