

Odisha Judiciary - Mains 2015

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Jurisprudence And Constitution of India

- Q1. "The State shall not deny to any person equality before the law or equal protection of the laws within the territory of India." Explain. Also state the distinction, if any between equality before law and equal protection of the laws.
- Q2. How are legislative powers divided between Union and States ? In what circumstances is Parliament empowered to legislate on a state subject included in the State list?
- Q3. What are the restrictions on the Power of President or Governor to dismiss a Government Servant under Article 311 of the Constitution? Discuss.
- Q4. Discuss the circumstances in which the Proclamation of Emergency may be made. What will be its effects upon the Centre-State relations? Discuss.
- Q5. "No person shall be deprived of his life or personal liberty except according to procedure established by law." Discuss.
- Q6. "Basic-structure theory is a judicial innovation, it has not been mentioned in the text of the Constitution." Comment. Discuss the concept of basic-structure with the help of decided cases.
- Q7. It is said that rights are legally protected interests. Discuss. Are there such things as natural rights ? Explain.
- Q8. Explain Pound's Theory of Social Engineering with the help of illustrations.
- Q9. State the shortcomings in the definition of law given by Austin. How far Hart has been able to remove them in his own definition of law? Discuss.
- Q10. Distinguish between Law and Morals. Discuss the view of jurists of natural law school and positivist school about relation between law and morals.
- Q11. Explain the characteristics of ownership and also discuss its different kinds.
- Q12. Briefly discuss the various theories of legal personality. What is the position of an unborn child in this regard?

Law of Contract

- Q1. (a) Law of Contract is neither the whole law of agreements nor the whole law of obligation. Discuss. (b) Want of free consent vitiates a contract and renders it void or voidable. Discuss.
- Q2. (a) Explain various modes in discharge of a contract. (b) A advances to B, a minor, Rs. 30,000 on the guarantee of C. On demand for repayment, B refuses to pay on the ground of minority. Can A recover the amount from C ?
- Q3. (a) 'Surety is a favoured debtor.' Elucidate this principle with decided cases. (b) A surety gives the guarantee to the tune of Rs. 50,000 for an overdraft to be allowed by the bank to the principal debtor. The bank and principal debtor altered this amount of guarantee from Rs. 50,000 to Rs. 40,000 without consent of surety. Decide with the help of decided cases.

- Q4. (a) Define Goods. Differentiate between sale and agreement to sell. (b) Explain the rights available to the unpaid seller under the Sale of Goods Act.
- Q5. Explain different types of 'implied conditions and warranties' recognized under Sale of Goods Act, 1930.
- Q6. (a) What is meant by 'caveat emptor' ? Explain exceptions if any. (b) When does property in the goods pass from seller to the buyer?
- Q7. (a) Partnership born out of a contract and not by status. Explain. (b) Enumerate the rights and liabilities of a minor admitted to the benefits of partnership.
- Q8. (a) Explain the rights and liability of partner in a partnership firm. (b) Is registration of partnership necessary ? Also explain its implications.
- Q9. (a) What is limited liability of a partner in a partnership firm ? Also explain legal implications in this regard. (b) 'A' and 'B' are the partners in a firm. 'A' is the managing partner who managed the firm for 3 years and misappropriated the funds. 'B' wanted to file a suit regarding settlement of accounts. Advise 'B'.
- Q10. (a) Define negotiable instrument. What are the different kinds of negotiable instrument ? Make a comparison among all of them. (b) Explain when 'holder' becomes 'holder in due course'. Also mention the rights available to holder in due course.
- Q11. (a) Explain the meaning of material alteration. Also explain the liability of paying banker while accepting materially altered instruments. (b) What is payment in due course ? Mention the essential of payment in due course.
- Q12. (a) Explain the meaning of endorsement. Also mention the effects of endorsement. (b) 'A' issued a cheque for B for discharging his obligation towards payment for the goods he purchased from B. B submitted the cheque to the bank for payment and the cheque was returned by mentioning insufficiency of funds in the account. Explain the legal liability of A under the Negotiable Instruments Act.

Law of Crime And Law of Torts

- Q1. Discuss the objectives of criminal justice in the light of recognised theories of punishment.
- Q2. Right to private defence is founded on the principle "it is the first duty of man to help himself. Make a critical assessment.
- Q3. "All homicides are not culpable as much as all culpable homicides are not murders." Explain the relevant provisions of IPC with appropriate illustrations.
- Q4. Define "Extortion,, and "Theft" and explain the distinguishing features of these offences.
- Q5. Explain the ingredients of the offence of "Forgery" and distinguish between "Forgery" and making a "false document".
- Q6. Write short notes on the following : a. Criminal trespass b. Deportation c. Malicious prosecution d. Criminal intimidation e. Riot and Affray f. Cyber crime
- Q7. "Every injury is a Tort unless justified, no injury is a Tort unless it falls within the specified category of any accepted Tort¹". Critically examine the schools of thought by Winfield and Salmond.

Q8. "Relationship of Master and Servant is an essential precondition for determining vicarious liability".

Q9. Discuss the essential conditions of Tort of Defamation and the various defences available to the defendant.

Q10. "The Law takes no cognizance of carelessness where there is no duty to take care." Discuss.

Q11. Discuss the changing dimensions of the "Rule of Strict Liability".

Q12. Write short notes on the following : a. Innuendo b. Maintenance and Champerty c. Contributory negligence d. Assault and Battery e. Joint Tortfeasors f. Res Ipsa Loquitur

Personal Law

Q1. Explain the conditions recognised by Dharma Sastras as necessary for a valid Hindu Marriage. The Hindu Marriage Act, 1955 has no doubt made inroad into the domain of that ancient law. But the concept of a sacrament still goes strong. Comment.

Q2. Adultery in itself should not to my mind be a ground of divorce. - BERTRAND RUSSELL. Marriage and Morals (1968). Discuss Adultery as a ground of divorce under Hindu Marriage Act, 1955.

Q3. Husband's obligation to maintain wife is absolute and personal. Discuss. Refer to decided cases.

Q4. What do you understand by the Doctrine of Relation Back? Does the Hindu Adoption and Maintenance Act, 1956 recognise this doctrine? Examine with reference to decided cases to what extent the doctrine has been revived.

Q5. In the appointment of guardian the welfare of the child shall be the paramount consideration - Comment. State the different kinds of guardians recognized under the Hindu Minority and Guardianship Act.

Q6. Briefly explain the changes brought by Hindu Succession (Amendment) Act, 2005. Do you approve the position of Father as class II heir even after 2005 Amendment?

Q7. The basis of the Islamic Law as understood all over the world is fourfold: Koran, Sunnah, Ijma, Qiyas - Elucidate. State the rules relating to interpretation of Koran.

Q8. Examine the various forms of Talaq recognized under Muslim Law. What is the position of a divorced Muslim wife to get maintenance from her husband under Sec 125 of the Criminal Procedure Code?

Q9. Dower though a real settlement in favour of the wife, is a provision for a rainy day and socially it became a check on the capricious exercise by the husband of his almost unlimited power of divorce - Comment. How is Dower classified?

Q10. The law of wakf is interwoven with the entire religious life and social economy of Muslims - Elucidate. What are the essentials of a wakf?

Q11. Discuss the main points of difference between the Hanafi and Shiya law of marriage and inheritance.

Q12. Write short notes on the following: a. Doctrine of Awl and Radd b. Uniform Civil Code

Law of Property

Q1. (a) "The real owner is not allowed to attack the bonafide transfer on the basis of his hidden title Discuss this in the light of the provisions of Transfer of Property Act. (b) "An actual sale creates right in rem while the right arising out of a contract for sale is a right in personam, i.e. such a contract binds only the parties to it." Explain and distinguish clearly the terms sale and contract for sale.

Q2. (a) "The right conveyed under Section 53-A of the Transfer of Property Act, 1882 can be relied upon only as a shield and not as sword." Examine this statement with the help of suitable examples. (b) 'A' transfers property of which he is the owner, to 'B' in trust for 'A' and his intended wife successively for their lives, and after the death of the survivor for the oldest son of the intended marriage, for life and after his death for A's second son. Explain whether the interest so created for the benefit of the eldest son will take effect or not. (c) 'A' transfers Rs. 10,000 to 'B' on condition that he shall marry with the consent of 'C' 'D' and 'E' 'E' dies, 'B' marries with the consent of 'C' and 'D' Whether the transfer of Rs. 10,000 to B is valid?

Q3. (a) A mortgages his property to 'X' for Rs. 5,000. He then mortgages the same property to 'Y' for Rs. 4,000. A makes a further mortgage of the same property to 'Z' for Rs. 2,000. 'Z' pays Rs. 3,000 to 'X'. In case the mortgage property is sold. Can 'Z' claim priority over 'Y' and 'X' ? (b) Distinguish between the following: (a) Charge and Mortgage (b) Marshalling and Contribution

Q4. (a) 'A' made gift of all his properties to 'B' But 'A' retained life interest for himself on a part property. 'B' accepted the gift. Is 'B' a Universal Donee ? Explain. (b) 'A' transfers to 'B' an estate belonging to 'C' and by the same transaction gives C's minor son a gift of Rs. 2,00,000. 'C' accepts the gift, but refuses to part with his estate in favour of 'B' Advise 'A' and 'B' (c) 'A' and 'B' agreed that property named 'Green fields' and belonging to 'A' should be leased to 'B'. 'B' was already in possession, on the grounds of agreement 'B' built a house on the land. Subsequently 'A' sues to evict 'B' Can 'A' succeed ? Mention reasons. 9

Q5. (a) How is the ownership with or without possession of immovable property protected from interference under the Specific Relief Act, 1963? (b) 'A' pledges certain Jewels to 'B' to secure a loan. 'B' disposes of them before he is entitled to do so. 'A' without having paid or tendered the amount of loan, sues 'B' for possession of the Jewels. Will 'A' succeed in the suit? (c) 'A' contracts to sell, and 'B' contracts to buy a certain number of railway shares of a particular description. 'A' refuses to complete the sale. Can 'B' compel the 'A' for specific performance of the agreement? Explain.

Q6. (a) State the contract in which the specific performance is enforceable under the Specific Relief Act, 1963. (b) A is a trustee of land with power to lease it for seven years. He enters into a contract with 'B' to grant a lease of the (and for seven years, with a covenant to renew the lease at the expiry of the term. Can this contract be specifically enforced ? Give reasons in support of your answer. (c) 'A' draws a bill on 'B' who endorses it to 'C', by whom it appears to be endorsed to 'D' who endorses to 'E' 'C's endorsement is forged. Can 'C' get the instrument cancelled ? Explain.

Q7. (a) State the circumstances in which injunction can be refused under the provision of the Specific Relief Act, 1963. (b) 'A', a purchaser, sues 'B' his vendor for specific performance of a contract for the sale of a patent. Before the hearing of the suit the patent expires. What remedies are available to 'A' against 'B' for non-performance of the contract? (c) 'A' contracts to grant 'B' an under-lease of property held by 'A' under 'C', and that he will apply to 'C' for a licence necessary to the validity of the under-lease, and that, if the licence is not granted. 'A' will pay 'B' Rs. 10,000. 'A' refuses to apply for the licence and offers to pay 'B' Rs. 10,000. Is 'B' entitled for specific performance of the contract?

Q8. (a) Write notes on the following: (a) Rescission of Contracts (b) Cancellation of Document (b) 'A' contracts to sell to 'B' a piece of land consisting of 100 big has. It turns out that 50 big has of the land belong to 'A' and the other 50 big has to a stranger, who refuses to part with them. 'B' is willing to pay the price agreed upon, and to take the 50 big has which belong to 'A', waiving all rights to compensation either for the deficiency or for loss sustained by him through A's neglect or default. Is 'B' entitled to a decree directing 'A' to convey those 50 big has to him ? Answer with reasons. (c) 'A' contracts to let for twenty one years to 'B' the right to use such part of a certain railway made by TV as was upon 'B's land, and that 'B' should have a right of running carriages over the whole line on certain terms and might require 'A' to supply the necessary engine power, and that 'A' should during the term keep the whole railway in good repair. Can 'B' get the contract specifically performed ?

Q9. (a) "Laws of limitation bars the remedy but does not extinguish the right." Elucidate. (b) "Once limitation starts to run it remains continued." Explain it and also explain the effect of mistake on limitation.

Q10. (a) Discuss the fundamental principles of law of limitation. (b) Which time is excluded in computing period of limitation? Give examples. (c) Write a short note on law of limitation relating to minor.

Q11. (a) Discuss acknowledgement by part payment. (b) What are the ingredients of a valid acknowledgement? Can acknowledgement made by a Hindu widow in respect of her deceased husband's debt bind the reversioners ? (c) What provisions are incorporated under the Limitation Act, 1963 for suits by parties under legal eligibility? Enumerate.

Q12. (a) 'A' mortgaged an immovable property to 'B' on 2nd January, 1910 with a condition that the mortgage is redeemable after five years. After five years, 'A' offers the mortgage money to 'B' and requests for redemption of mortgage. 'B' refuses ; 'A' files a suit for redemption of mortgage on 2nd January, 1970. State whether the suit is within limitation or time barred? Support your answer with reasons and statutory provisions. (b) 'A' takes a loan from a firm of which 'E' 'F' and 'G' are partners. 'E' and 'F' are insane and 'G' is a minor. When can 'A' be sued?

Procedural Laws

Q1. Discuss the concept of marriage under Hindu Law. What are the essentials of a valid marriage under the Hindu Marriage Act, 1955?

Q2. The remedy of judicial separation was unknown to the shastric Hindu Law. But the British Indian Courts permitted in certain circumstances. Discuss the grounds on which a decree for judicial separation may be obtained under Hindu Marriage Act, 1955 as amended upto date. How does a decree for judicial separation differ from that of a decree of divorce ?

Q3. Explain the concept of defacto guardian. With the help of decided cases discuss whether Hindu Minority and Guardianship Act, 1956 abolished it?

Q4. With the help of statutory provisions discuss the general rules relating to succession given under Hindu Succession Act, 1956.

Q5. What do you understand by Hindu Coparcenary ? Distinguish it from Joint Hindu family.

Q6. What is Antecedent Debt ? Discuss the powers of Hindu Father to alienate to Coparcenary property for payment of its antecedent debt.

Q7. Who is a Muslim ? Discuss the various classical sources of Islamic Law.

Q8. As is well known, the law of Islam is available in different versions which agree in fundamentals but differ with one another in respect of certain details known as Schools of Law. Discuss the various Schools of Sunnie Law now prevail in-various parts of the world.

Q9. While discussing the concept, capacity and form of marriage also discuss the proof of Muslim Marriage.

Q10. Discuss the grounds on which marriage can be dissolved by the Muslim wife under the provisions of Dissolution of Muslim Marriage Act, 1939.

Q11. With the help of decided cases discuss the provisions of Muslim Women (Protection of Rights on Divorce) Act, 1986.

Q12. Write explanatory notes on any two of the following: (a) Muslim law recognises legitimacy and not legitimation (b) Khayar-al-bulagh (option of puberty) (c) Kinds of Maher (d) Waqf-alal-aulad (Family waqf)