

Roll No.

SAP ID



SET A

UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, July 2020
Open Book – Through Blackboard Learning Management System

Course: Civil Procedure Code-II and Limitation Act, 1963 (CLCC-3010)

Semester: VI

Programme: BBA, LL.B. (Hons.) Corporate Laws

Time: 03 hrs.

Max. Marks: 100

Instructions:

As this examination is in open-book format, the students are expected to demonstrate a very high degree of Academic Integrity and not copy contents from resources referred. Instructors would look for understanding of the concept by the students and any similarity found from resources online/ offline shall be penalized in terms of deduction of marks and even cancellation of paper in requisite cases. The online examination committee of the School would also look for similarity of two answer scripts and if answer scripts of two or more students are found similar, both the answer scripts shall be treated as copied and lead to cancellation of the paper. In view of the aforesaid points, the students are warned that they should desist from using any unfair means.

All Questions are Compulsory
Answer each question in not more than 500 words

S. No.		Marks	CO
1	<p>Mr. Ram (Defendant) is a very well renowned property dealer in Dehradun city. He agreed to sell one piece of land measuring 2 acres to Mr. Shyam for Rs. 1 crore out of which 90 Lakh rupees has to be paid in advance and remaining at the time of execution of a sale deed. A registered agreement dated 1st Jan 2019 had executed between the parties and the sale deed is to be executed by 5th March 2019. Mr. Shyam was ready to get the sale deed executed by making the remaining payment of 10 Lakh rupees.</p> <p>Mr. Shyam (Plaintiff) had requested him several times to execute the sale deed but Mr. Ram avoided the execution of a sale deed. Aggrieved by this Mr Shyam through his lawyer served a legal notice on the Defendant to appear before sub-registrar to execute the sale deed but he did not appear for the same. The plaintiff remained present in the office of the sub-registrar from 9.00 am to 5.00 pm to get the sale deed executed.</p>	20	CO 3,4

	<p>With the above pleadings, plaintiff sought relief of specific performance of Contract. The defendant on the other hand in his Written statement denied having executed any agreement of sale and alleged that actually he took loan of Rs. 10 Lakh on interest @5 % per month from the plaintiff and returned the amount along with the interest. The defendant denied that plaintiff was ready and willing to perform his part of contract.</p> <p>On the basis of the pleadings of the parties, answer the following questions-</p> <p>a) What do you understand by the term “Issue”? In addition, frame issues on behalf of both the parties. What is the importance of framing an issue? Explain in your own words. (10 Marks)</p> <p>b) Now let us suppose, in the above facts, defendant is trying to sell the same land to one Mr. Ronit by intentionally concealing the fact of prior sale. Suggest an appropriate remedy to Mr. Shyam in this case. Support your answer with relevant statutory provision and leading/relevant case law/s on the issue. (10 Marks)</p>		
Ans.			
2	<p>Vishal in his will bequeaths on his unborn child his house at Chennai. A week later “Vishal” and his wife met with an accident where “Vishal” dies, and his wife dies after giving birth to Rohit (Son of Vishal). The house had illegally taken over by brother of Vishal. Rohit after attaining the age of 18, files a suit against his uncle for recovery of the house as rightful owner. His uncle argues that the limitation period for such a suits are 12 years and since 18 years have passed, the suit is time barred and hence not maintainable.</p> <p>On the basis of the stated facts, answer the following questions-</p> <p>a) What do you understand by Legal disability? Explain in brief the law relating to legal disability as mentioned under Limitation Act, 1963 (10 Marks)</p> <p>b) Whether contention raised by Rohit’s uncle is maintainable or not? Justify your answer with relevant statutory provision and the case law/s on the point. (4 Marks)</p> <p>c) Whether Ronit can take a recourse of section 5 of Limitation Act, 1963? (6 Marks)</p>	20	CO1,3, 4
Ans.			

3	<p>Much before the expiry of contractual period, the respondent company removed the appellants as Managing agents. The Appellants filed a suit in the High court claiming Rs. 50 Lakhs as damages.</p> <p>Clause 14 of the Agency contract provided for compensation to be paid to the managing agents in case the agency terminated before the expiry of contract.</p> <p>The High court decided in favour of the respondent company. The appellants move to the Supreme Court by special leave. They argued that there was a substantial question of law involved in the interpretation of the contract.</p> <p>On the basis of the facts stated, answer the following questions-</p> <p>a) What do you understand by the term “Substantial question of law”? Justify your answer with the help of various illustrations and case law/s on the point if any. Differentiate between first appeal and Second Appeal on any two basis. Whether “interpretation of contractual clause” treated as a “substantial question of law? (10 Marks)</p> <p>b) What are the powers of Appellate courts? Justify your answer with the help of statutory provision/s and judicial decisions on the point if any. (10 Marks)</p>	20	CO2,3
Ans.			
4	<p>Determine which remedy (Reference, Review or Revision) is most suitable in the below stated problems, in addition explain in brief the law relating to reference, review and revision- (14 Marks)</p> <p>a) A decree for restitution of conjugal rights as prescribed by section 9 of Hindu Marriage Act, 1955 had passed against the defendant but later on, it had discovered that the parties were into a prohibited degree of relationship and hence marriage had discovered to be invalid. (2 Marks)</p> <p>b) Doubt emerged before the trial court, regarding the status of minor’s agreement. One of the parties involved in the case is of 15 years of age. (2 Marks)</p> <p>c) Judge of a lower court having jurisdiction, decided the case wrongly. (2 Marks)</p>	20	CO3
Ans.			
5	<p>A, B and C formed a partnership on 7th March 2018. The firm had established in Allahabad, which deals in the sale of electronic items. After few months, a dispute arose between the partners and hence A filed a suit in Allahabad civil court (trial court) and after due deliberation and arguments, a decree had passed by the competent court accordingly.</p> <p>On the basis of stated facts, answer the following questions-</p>	20	CO 3,4

	<p>a) Which court is having the power to execute this decree? Whether decree be executed by any other court? If yes, explain in brief the law relating to that. (5 Marks)</p> <p>b) What are the powers of executing courts? (5 Marks)</p> <p>c) What are the various modes of executing a decree? (10 Marks)</p>		
Ans.			

I,, understand that submitting work that isn't my own may result in failure in this paper and I may also be subject to Disciplinary Proceedings as per the Academic Integrity policy of the University.