

Name:

Enrolment No:



UNIVERSITY OF PETROLEUM AND ENERGY STUDIES

End Semester Examination, December 2023

Course: Civil Procedure code and Limitation Act, 1963

Course Code: CLCC-2029

Programme: LL.B. (Hons.)

Semester: III

Time: 03 hrs.

Max. Marks: 100

Instructions- All questions are compulsory.

SECTION A

(5Qx2M=10Marks)

S. No.		Marks	CO
Q 1	Amendment of pleading is provided under Order....., Rule..... of CPC, 1908.	2	CO1
Q 2	Limitation bars the remedy but not the right- Comment.	2	CO1
Q 3	Appointment of a receiver is provided under order..... Of CPC, 1908	2	CO1
Q 4	What do you mean by functus officio.	2	CO1
Q 5	The decree adjudicates the procedural rights of the parties. (TRUE/FALSE)	2	CO1

SECTION B (4Qx5M= 20 Marks)			
Q 6	<p>Explain the term “substantial question of law” with the help of examples.</p> <p style="text-align: center;">Or</p> <p>Explain in brief the concept of “Consent decree”, “Ex-parte decree”. What are the various remedies available to the person aggrieved by them.</p>	5	CO2
Q 7	<p>What do you understand by the term “Legal disability”.</p> <p style="text-align: center;">Or</p> <p>Write down a short note on- “Disposal of suit at the first hearing.”</p>	5	CO2
Q 8	<p>Define interlocutory orders. Give two examples of interlocutory orders.</p> <p style="text-align: center;">Or</p> <p>Point out the conditions for the application of section 10 of CPC, 1908</p>	5	CO2
Q 9	<p>“Reliefs mentioned under Order-38 should be given only under exceptional circumstances”. Defend or refute. Give reasons in support of your answers.</p> <p style="text-align: center;">Or</p> <p>“Decree passed in violation of territorial and pecuniary jurisdiction is void ab-initio.” Defend or refute. Give reason in support of your answer.</p>	5	CO2
SECTION-C (2Qx10M= 20 Marks)			
Q 10	<p>Section 151 of Civil procedure code, 1908 grants “inherent power” to the civil courts to meet the ends of justice”. Analyze whether the given statement is true or false. Give reason in support of your answer and point out various limitations on inherent power.</p>	10	CO3

Q 11	<p>The terms, “Reference, “Review”, and “revision” can be used interchangeably”. Analyze the given statement and point out the differences between them (if any).</p> <p style="text-align: center;">Or</p> <p>“In case of an inter-pleader suit, the actual dispute is not between the plaintiff and the defendant, but between the defendants”. Analyze the given statement and point out circumstances, wherein inter-pleader suit cannot be instituted.</p>	10	CO3
SECTION- D			
(2Qx25M= 50 Marks)			
Q 12	<p>Decide the following by applying the relevant provisions of Limitation Act, 1963</p> <p>a) Lalit Kumar filed a suit for recovery against Narain Dutt 2 days after the expiry of prescribed time of limitation. The court on its own took objection of suit being barred by limitation and asked the counsel for Lalit kumar as to why the suit be not dismissed as barred by time, without issuing notice to the defendant. State whether suit can be dismissed at this stage.</p> <p>In the circumstances stated above, suppose the court omitted to take notice of bar of limitation and defendant also did not take bar of limitation as a defense and case had reached the final stage of arguments. Whether bar of limitation can be argued and what should be the decision of the court.</p> <p>b) A wanted to file a suit against B. A started on last day of limitation from his hometown to the court and met with an accident on the</p>	10+15=25	CO4

	<p>way and was hospitalized for 7 days. He filed a suit immediately, thereafter, claiming benefit of section 5 of the Limitation Act, 1963. Examine whether the same can be allowed. Give reasons in support of your answer. Cite relevant cases.</p>		
Q 13	<p>A constructed a house for B under an agreement. B revoked the agreement complaining that the work was incomplete, shoddy and grossly delayed. A filed suit for wrongful termination of contract and for recovery of Rs. 50 lacs allegedly outstanding for the work done. B also filed suit for recovery of Rs. 12 lacs allegedly overpaid and for permanent injunction. He filed an application for grant of ad-interim injunction under O. 39, Rules 1 and 2 CPC for restraining A from entering upon it. A resisting it contended that the construction is complete, and it was wrongful on the part of B to revoke the agreement, that a huge sum is outstanding for the work done and he has a lien over the building, his license cannot be revoked till his dues are paid and that grant of temporary injunction will amount to decreeing the suit itself. Decide B's ad-interim injunction application by applying the relevant legal provisions and the case laws.</p>	25	CO4