

Time allowed: 1:00 hour

Date: 23/12/2017

Maximum Marks: 50

NOTE:

- (i) Candidates are required to attempt all questions in the same seriatim as they appear
- (ii) Marks are indicated against each question
- (iii) Support your answers with relevant provisions and case law

CIVIL PROCEDURE CODE, 1908

- Q1:** The term 'Suit of Civil Nature' is wider than the term 'Civil Suit'. Explain. **Marks: 10**
- Q2:** Explain the doctrine of Forum Convenience. Illustrate the case laws. **Marks: 10**
- Q3:** M was living in a house with her son S. Despite repeated arguments between M and S, S did not join his deceased father's business. Later on, S filed a suit against M for the partition of the property. S claimed ownership right in the said property. M on the other hand claimed that such property in purchased by her out of her own funds and thus not a Hindu Undivided Family Property. The trial Court held that the property in question is not a Hindu Undivided Family Property. After 4 years, S dispossessed M out of her property. M filed a suit for recovery of possession and damages. S contended that M alone has no ownership title as the said property was purchased out of the funds belonging to S, his father and Grandfather. M in reply contended before the Court that the said contention cannot be sustained as in the earlier suit 'S' did not raise such claim and thus by virtue of Section 11 of the Code of Civil Procedure, 1908 said contention is barred.
Decide in the light of given facts whether res judicata will be applicable or not. **Marks: 15**
- Q4:** A, who was in Nagpur, made an offer to B residing at Delhi over telephone for sale of 1000 boxes of oranges of 10 kgs., each of the rate of Rs. 100 per Kg. B accepted the offer. It was agreed between them that 50% of the, consideration will be paid in advance by transferring the money to A's account with his bank in Nagpur within 2 days. The consignment was to reach Delhi most definitely by the end of the following week since the season for oranges was drawing to a close. A breached the contract inasmuch as the consignment was late by 2 weeks. B, who has transmitted the advance sum, refused to lift the consignment. A instituted a suit in Nagpur for the balance consideration. B contended that since acceptance was intimated from Delhi the contract was concluded in Delhi. Hence, the court in Delhi had jurisdiction to entertain and try the suit. Is the suit instituted by A in Nagpur maintainable? **Marks: 15**

Rahul's IAS