

Roll No.

Time allowed : 3 hours

Maximum marks : 100

Total number of questions : 6

Total number of printed pages : 11

NOTE : Answer ALL Questions.

1. (a) Rahul, a businessman living in Jaipur, supplied electronic goods worth ₹ 5 lakh to M/s Bright Electronics, owned by Ramesh, located in Jodhpur. The goods were supplied on credit and Ramesh issued a promissory note promising to pay the amount within three months. After the expiry of the stipulated period, Ramesh failed to make the payment. Rahul therefore filed a summary suit in the District Court at Jaipur for recovery of the amount.

Meanwhile, Ramesh filed another civil suit in the Civil Court at Jodhpur alleging that the goods supplied were defective and claimed damages of ₹ 3 lakh from Rahul. During the proceedings, Ramesh argued that the Jaipur court did not have territorial jurisdiction, since his business and residence were in Jodhpur. He also requested the court to stay the proceedings in Jaipur because the Jodhpur case concerning the same dispute was already pending. Rahul, on the other hand, argued that the cause of action partly arose in Jaipur, since the contract was executed and goods were dispatched from Jaipur.

Later, the Jodhpur court decided the suit filed by Ramesh and held that the goods supplied were not defective. The court dismissed Ramesh's claim. After the decision, Ramesh attempted to raise the same issues again in the Jaipur court. Rahul objected, arguing that the matter had already been decided and therefore the principle of res judicata applied. Finally, the Jaipur court decided the recovery suit in favour of Rahul and ordered Ramesh to pay ₹ 5 lakh along with interest.

Based on the above situation answer the following questions :

- (i) Explain the structure of civil courts in India. (2 marks)
- (ii) Discuss whether the Jaipur court has territorial jurisdiction in this matter. (2 marks)
- (iii) What is meant by stay of suit under the Code of Civil Procedure, 1908 ? (2 marks)
- (iv) Explain the principle of res judicata. Can Ramesh raise the same issue again after the Jodhpur Court has decided it ? (2 marks)
- (v) What are summary proceedings ? Was Rahul justified in filing a summary suit for recovery of money ? (2 marks)
- (b) In the state of Uttar Pradesh, the Government, citing concerns of maintaining public order and preventing potential unrest, issued a comprehensive executive order prohibiting all public gatherings of more than five persons in several districts for an indefinite period. The order further imposed restrictions on the use of social media platforms, requiring prior permission from the authorities for organizing or promoting any form of protest or public assembly online. It also empowered local police authorities to take preventive action, including detention of individuals suspected of violating the order.

: 3 :

A group of university students in Lucknow, concerned about the steep rise in educational fees and reduction in scholarships, organized a peaceful protest within their campus premises. The protest was non-violent, orderly and did not disrupt traffic or public services. Despite this, the police entered the campus, dispersed the gathering using force, detained several students and later blocked the social media accounts and messaging groups through which the protest had been organized.

One of the students, Riya, whose account was blocked and who was briefly detained, filed a writ petition before the High Court. She contended that the government order imposes a blanket ban on fundamental freedoms, which is excessive and arbitrary. Her rights under freedom of speech and expression and peaceful assembly have been violated. The blocking of her social media account amounts to unlawful censorship and restriction on digital expression. The detention of students without any immediate threat to public order is illegal and violative of personal liberty.

The State defended its action by arguing that the restrictions were imposed in the interest of public order and security. The executive has the authority to impose such restrictions in extraordinary circumstances. Based on the above situation answer the following questions :

(i) What are the six freedoms guaranteed to the citizens of India under Article 19(1) ?

(2 marks)

(ii) Explain whether the government order violates fundamental rights under Article 19(1)(a) and 19(1)(b) of the Constitution of India.

(3 marks)

: 4 :

(iii) What are the reasonable restrictions on the freedom of speech and expression under Article 19(2) that may be imposed by the legislature ?

(2 marks)

(iv) Examine the validity of detention of students in light of liberties guaranteed under Article 21.

(3 marks)

2. (a) In the city of Bengaluru, Prabhu, a supplier, sent an email quotation of Meera, offering to sell goods at a discounted price. Meera's system automatically sent an email showing acceptance of the offer due to a technical glitch, even though she did not intend to accept it. Prabhu, relying on the email, dispatched the goods. Later, Meera refused to accept delivery, claiming that she never personally sent the acceptance and the email was sent due to an automated system error. Prabhu contended that the acceptance is valid as it originated from Meera's authorised system. Referring to the provisions of the Information Technology Act, 2000, discuss whether the electronic acceptance is valid and attributable to Meera and when the dispatch is complete.

(5 marks)

(b) ABC Manufacturing Ltd., a company registered under the Companies Act, 2013, is facing a criminal complaint for violation of environmental regulations. The trial court issues a summon to the company. The summon was served by delivering it to the company's receptionist, who refuses to accept it. Later, the summon is sent by registered post addressed to the company's Director. The letter is duly posted but the Director claims he never personally received it.

Discuss whether the service of summon on ABC Manufacturing Ltd. is valid under Section 65 of the Bharatiya Nagarik Suraksha Sanhita, 2023.

(5 marks)

: 5 :

- (c) Anil entered into a betting agreement with Bhushan in the city of Delhi and lost ₹ 40,000. To discharge this liability, Anil borrowed the amount from Kapil, who directly paid to Bhushan. Later, Anil refused to repay Kapil, arguing that the original agreement between Anil and Bhushan was a wagering agreement and therefore not enforceable. Discuss whether Kapil can recover the amount from Anil. What would be your answer if the betting agreement took place in Mumbai ?

(5 marks)

3. (a) Kamaldeep applied for the post of an Elementary Teacher Training (ETT) in the State of Punjab and submitted a certificate showing that she had worked in Gyandeeep Public School for a specified period. During verification, it was found that the school was not recognized during that period. The prosecution alleged that the certificate was false and forged and initiated criminal proceedings against her for forgery. Examine whether Kamaldeep is guilty of forgery for submitting such a certificate. What are the punishments for committing forgery under the Bharatiya Nyaya Sanhita, 2023 ?

(5 marks)

- (b) The Government of a State announces a welfare policy aimed at improving the living conditions of economically weaker sections of society. The policy is based on certain Directive Principles of State Policy (DPSPs) mentioned in Part IV of the Constitution. However, the government does not immediately pass any legislation to implement the policy. Rahul, a social activist, files a petition before the High Court claiming that the government has failed to implement the Directive Principles and requests the court to order the government to immediately enact a law and enforce the policy. At the same time, another citizen argues that an existing law of the state contradicts a Directive Principle and therefore should be declared void by the court. The State Government contends that Directive Principles are only guidelines for governance and cannot be directly enforced by courts. Explain the nature and constitutional status of Directive Principles of State Policy. Can Rahul enforce the Directive Principles in a court of law ? Give reasons.

(5 marks)

- (c) MediCare Plus Pvt. Ltd., a private healthcare company, maintains an online portal where patients upload their medical records, Aadhaar details, bank account information and diagnostic reports. The company stores this information on its own servers. Due to outdated firewall systems and lack of encryption, hackers gain unauthorized access to the database and leak sensitive medical and financial information of thousands of patients. Several patients suffer financial fraud and reputational harm as a result of the data breach. An internal inquiry reveals that MediCare Plus had not updated its cybersecurity systems for over two years and had failed to follow industry-standard security practices. The affected patients filed claims seeking compensation for the wrongful loss suffered by them. The matter is brought before the adjudicating authority under the provisions of the Information Technology Act, 2000. Examine whether MediCare Plus Pvt. Ltd. can be held liable under Section 43A of the Act.

(5 marks)

Attempt all parts of either Q. No. 4 or Q. No. 4A

4. (a) In the State of Rajasthan, a land reform statute was enacted to protect tenants from eviction and to ensure security of tenure. The law prohibited eviction of tenants except under specific conditions. However, the wordings of the provisions were ambiguous regarding whether certain categories of tenants were covered. A landlord, Raghav, sought eviction of Mohan, arguing that Mohan did not fall within the strict wordings of the statute. Mohan contended that the law should be interpreted in light of its protective purpose. In light of mischief rule, decide whether Mohan is entitled to protection.

(5 marks)

- (b) Arjun had a commercial property in Udaipur. He leased out this commercial building for ten years to Bhavesh. Relying on this, Bhavesh entered into a lease agreement,

: 7 :

invested substantial money in renovating the premises and started his business. After two and half years, when Bhavesh's business started doing well, Arjun's father filed a suit for eviction, claiming that Arjun had no authority to lease the property. Can Bhavesh be asked to evict the premises by Arjun's father ? Discuss referring to relevant provisions of the Bharatiya Sakshya Adhinyam, 2023.

(5 marks)

- (c) In the city of Patna, Amit wrote and signed a document stating, "I promise to pay ₹ 50,000 to Bharat after six months, provided I receive payment from my client." Bharat sues Amit after six months for payment. Does this document constitute a valid promissory note ? Explain the essential of a valid promissory note under the Negotiable Instruments Act, 1881.

(5 marks)

OR (Alternate question to Q. No. 4)

- 4A. (i) What do you mean by arbitral tribunal ? Discuss the competence of arbitral tribunal to rule on its jurisdiction.
- (ii) 'Judicial precedents are an important source of law. They have enjoyed high authority at all times and in all countries.' Discuss. Explain various kinds of precedents.
- (iii) Explain the provisions when a banker must refuse payment and when a banker may refuse payment under the Negotiable Instruments Act, 1881.

(5 marks each)

5. (a) Mohit filed a civil suit against Rohit for recovery of money within the prescribed limitation period. However, due to a defect of jurisdiction, the court returned the plaint after several months.

Mohit then filed the same suit in a proper court, but by that time, the limitation period had expired. Whether Mohit is entitled to exclusion of time spent in earlier proceedings under the Limitation Act, 1963 ? Explain.

- (b) In a rural area of Rajasthan, there exists a long-standing custom of arranging marriages of minor children at a very young age. The village elders justify this practice as an age-old tradition followed for generations. However, a statute prohibits child marriage and prescribes punishment for those involved. A social activist challenges the validity of such marriages and the custom supporting them. The villagers argue that the custom is ancient and continuously followed and it should be recognized as a valid source of law. Discuss as to what are the essential conditions of a valid custom and whether such a custom is valid in law when it conflicts with a statute ?
- (c) Sita, by a deed of gift made over certain property to her daughter, Gita, asked her to continue paying an annuity to her sister Mita, as she was doing that before she gifted the property to Gita. Gita accepted the condition to pay annuity to Mita. Afterwards, when Sita died, Gita declined to pay Mita saying that no consideration had moved from her. Define consideration and explain, whether Mita can recover annuity from Gita.

(5 marks each)

Attempt all parts of either Q. No. 6 or Q. No. 6A

6. (a) Arvind, a government employee, is facing disciplinary proceedings for alleged misconduct. An inquiry officer, a close relative of the complainant, is appointed by the department to conduct the inquiry. Aggrieved by the manner in which the inquiry is conducted, Arvind challenges the proceedings before the High Court, contending that the inquiry violated the principle of natural justice and the inquiry officer was biased. The department, however, argues that the inquiry was conducted in accordance with its internal rules and fair procedures. Explain, whether the principle of natural justice have been violated in the present case.

(5 marks)

- (b) Ravi owns a well-established bakery in a small village. Over the years, his business has built a strong reputation among the villagers for maintaining high standards of quality and hygiene. As a result, his bakery attracts a large number of customers. Meera, who also runs a bakery in the same village, is Ravi's direct competitor. With the intention of increasing her own sales and diverting customers away from Ravi's bakery, Meera begins spreading false rumours among the villagers. She tells them that Ravi uses expired ingredients in his cakes and mixes harmful artificial "tasting powders" to make his bakery items appear more delicious, despite knowing that they are completely untrue. Due to these false allegations, Ravi experiences a significant decline in sales, resulting in substantial financial loss and damage to his business reputation.

Explain, which civil wrong under the Law of Torts is committed by Meera ? What legal remedies are available to Ravi ?

(5 marks)

- (c) ABC Ltd., an Indian company, enters into a contract with XYZ Corp., a company incorporated in the United States. A dispute arise regarding the delivery of goods and the matter is referred to international arbitration. The arbitral tribunal issues a foreign award in favour of XYZ Corp.

When XYZ Corp. approaches the Indian courts for enforcement of the foreign award under the Arbitration and Conciliation Act, 1996, ABC Ltd. opposes it, claiming that certain conditions for enforcement under Section 48 of the Act have not been complied with. Explain the conditions for enforcement of foreign awards under Section 48 of the Arbitration and Conciliation Act, 1996.

(5 marks)

- (d) Ravi, a warehouse supervisor, is entrusted by his employer with custody of goods worth ₹ 10 lakh. The company's policy requires that the goods be released only upon written authorization from the head office. Instead, Ravi secretly sells part of the goods to a third party for personal profit. When confronted, Ravi argues that since he was in charge of the warehouse, he had the right to deal with the goods as he wished. Identify and explain the offence committed by Ravi. State the essential ingredients of that offence.

(5 marks)

OR (Alternate question to Q. No. 6)

- 6A.**
- (i) Explain the constitutional provisions governing government contracts under the Constitution of India. Discuss the essential conditions for a valid government contract.
 - (ii) Discuss the distinction between a Decree-holder and a Judgement-debtor under the Code of Civil Procedure, 1908. Give example.
 - (iii) Under the Right to Information Act, 2005, certain organizations are excluded from its purview. Explain which agencies are excluded under the Act and discuss the circumstances under which these excluded agencies are still required to provide information.
 - (iv) Discuss the provisions related to discharge of surety under the Indian Contract Act, 1872.

(5 marks each)

————— o —————