

38th Departmental Examination of Civil Judges-cum-Judicial Magistrates

Roll No. _____

PART-"A"

Total Marks: 25.

Time Allowed: 01 Hours.

INSTRUCTIONS:

1. Write your allotted Roll No. at the top right corner of this Question and Answer Sheet.
2. Read questions carefully and mark your answer on this question answer sheet.
3. Each question has option. Tick only one option that you think is the correct answer. All questions carry half mark each.
4. Return this question and answer sheet of Part-A to the staff at the end of the one hour time.

Q. No.1. Any court can transfer a decree to its subordinate court even suo moto

- (i) True (ii) False

Q. No.2. Whether rejection of a plaint is:

- (i) A Decree (ii) An order

Q. No.3. Judgment means statement given by the Judge on the grounds of a.

- (i) Decree (ii) Order (iii) Both

Q. No.4. The court may appoint a receiver of any property under section

- (i) 89 CPC (ii) 94 CPC (iii) 100 CPC

Q. No.5. Limitation for setting aside order of dismissal of the suit, in default is

- (i) 30 days (ii) 90 days

Q. No.6. Any person considering himself aggrieved by decree or order may apply for review of judgment under section

- (i) 116 CPC (ii) 115 CPC (iii) 114 CPC

Q. No.7. Which section of the CPC deals with uncertain place of Jurisdiction

- (i) Section 16 (ii) Section 18

Q. No.8. An order imposing cost of just Rs. 500/- u/s 35-A CPC is

- (i) Appealable (ii) non-appealable

Q. No.9. Court can enlarge time for payment of court fee

- (i) u/s 148 CPC (ii) u/s 149 CPC

Q. No.10. Proposal when accepted constitutes

- (i) Agreement (ii) Contract

Q. No.11. Court can enforce arbitration award when arbitration was conducted

26. When there exists on standard for ascertaining the actual damage caused by non-performance of the act agreed to be done

- (a) Section 14 SPR
- (b) Section 11 SRA
- (c) Section 20 SRA
- (d) Section 12 SRA

27. A contract for the non performance of which compensation in money is an adequate relief

- (a) Section 39 SRA
- (b) Section 23 SRA
- (c) Section 19 SRA
- (d) Section 21 SRA

28. The jurisdiction to decree specific performance is discretionary and the court is not bound to grant such relief under

- (a) Section 21 SRA
- (b) Section 10 SRA
- (c) Section 22 SRA
- (d) Section 9 SRA

29. Any person against whom a written instrument is void or voidable and has reasonable apprehension the such instrument could cause serious injury can seek it's cancellation under

- (a) Section 23 SPR
- (b) Section 42 SRA
- (c) Section 39 SRA
- (d) Section 40 SRA

30. Injunction is refused to restrain person from applying to any legislative body under

- (a) Section 56 SRA
- (b) Section 49 SRA
- (c) Section 34 SRA
- (d) Section 52 SRA

31. Where no provisions are made by the contract between the partners for the duration of their partnership or other determination of their partnership, it is partnership at will

- (a) under section 7 Partnership Act
- (b) under Section 6 Partnership Act
- (c) under section 9 Partnership Act
- (d) under Section 11 Partnership Act

32. No part of the assets of the partnership could be regarded as belonging to any individual partner

- (a) Under section 15 Partnership Act
- (b) Under Section 13 Partnership Act
- (c) Under Section 14 Partnership Act
- (d) Under Section 19 Partnership Act

33. No suit to enforce a right arising from a contract shall be instituted in any court by or on behalf of a firm against a third party unless the firm is the registered

- (a) Section 64 Partnership Act
- (b) Section 45 Partnership Act
- (c) Section 34 Partnership Act
- (d) Section 69 Partnership Act

34. The partner shall not carry on any business other than that of the firm while he is a partner

- (a) Section 17 Partnership Act
- (b) Section 9 Partnership Act
- (c) Section 64 Partnership Act
- (d) Section 11 Partnership Act

35. Judgment in terms of the award can be passed under

- (a) Section 19 Arbitration Act
- (b) Section 15 Arbitration Act
- (c) Section 34 Arbitration Act
- (d) Section 23 Arbitration Act

P#4/6

- (I) With the intervention of the court
 (II) Without intervention of the court
 (III) Both the above.
- Q. No.12. Limitation bars the remedy but does not extinguish the right
 (I) True (II) False
- Q. No.13. Where the court finds value of the claim is not within its jurisdiction, it can
 (I) Reject the plaint (II) Return the plaint
- Q. No.14. A asks B not to seek damages for breach of their contract in a court of law
 (I) It is a valid contract (II) It is void contract
- Q. No.15. If the Pre-emptor is co-sharer his rights are on a better footing than Shafi-Jar
 (I) True (II) False
- Q. No.16. Specific performance is an equitable relief which is not granted as a matter of right
 (I) True (II) False
- Q. No.17. Declaratory decrees only declare a pre-existing right so it cannot create or confer a new right
 (I) True (II) False
- Q. No.18. Court can issue temporary injunction
 (I) u/s 94 CPC (II) u/s 39 GPC (III) Under the both
- Q. No.19. Court fee for filing an appeal is determined
 (i) As per value given in the plaint
 (ii) As per value given in the decree
- Q. No.20. Can a Small Cause Court enforce an arbitration agreement executed prior to the suit
 (I) Yes (II) No
- Q. No.21. Liability of a partner in all partnership is
 (I) Unlimited (II) Limited
- Q. No.22. Do you think that the revisional jurisdiction can be exercised suo moto
 (I) Yes (II) No
- Q. No.23. Misjoinder or non-joinder of parties is good ground to dismiss a suit
 (I) Yes (II) No
- Q. No.24. Section 9 CPC deals with
 (I) Plenary jurisdiction of court
 (II) Restricted jurisdiction of court
 (III) Unlimited jurisdiction of court

- (i) Consent of the parties (ii) The law
- Q. No.42. If jurisdiction of a court is expressly barred
(i) It will be return the plaint (ii) It will reject the plaint
- Q. No.43. Rejection of plaint is
(i) A decree (ii) An order
- Q. No.44. Pleadings means
(i) plaint (ii) Written statement (iii) Both
- Q. No.45. An application u/s 12 (2) CPC can be made
(i) By parties to suit (ii) Any party
- Q. No.46. CPC is a
(i) General Law
(ii) Special Law
- Q. No.47. Judgment and decree is the same thing
(i) True (ii) False
- Q. No.48. A decree holder is a person in whose favour
(i) There is an order capable of execution
(ii) There is a decree
(iii) Both the above
- Q. No.49. Mesne profit of a property means profit which the person
(i) In wrongful possession of property receives
(ii) In rightful possession of property receives.
- Q. No.50. Every agreement is not a contract but every contract is an agreement
(i) True (ii) False

LAHORE HIGH COURT LAHOREPaper-II Civil Law-1Total Marks 95Qualifying marks 66%=79Time allowed 2 hours

Note attempt any three questions from Part-B. All questions carry equal marks 25 each. Attempt only one question from Part-C Compulsory which shall be of 20 marks only

PART-B

- Q. No.1. Describe in detail about the conversion of suit u/s 9 into section 8 and its cause of action?
- Q. No.2. Grant of discretionary relief in the light of Specific Performance Relief Act 1877?
- Q. No.3. Describe in detail the priorities in the right of Pre-emption Act along with illustrations?
- Q. No.4. Write note on following passages.
 (i) Court fees Act read with Constitution of Pakistan, 1962 Articles 2 & 98.
 (ii) Raising of court fee chargeable on writ petitions in intra vires.
 (iii) Determination of important question relating to court fee.
 (iv) Preamble of Court Fees Act.
 (v) Whether court fee payable on costs in appeal.
- Q. No.5. Describe in detail the rendition of accounts of a dissolved partnership.
- Q. No.6. Write in detail the powers of authority of Arbitrator?
- Q. No.7. What is the proposal and promise? Describe in detail in the light of Contract Act 1872?

LAHORE HIGH COURT, LAHORE

OBJECTIVE PORTION OF 39TH DEPARTMENTAL
EXAMINATION OF CIVIL JUDGES- CUM -
MAGISTRATES-2019

Serial No. _____

Roll No. (in figure) _____

(in words) _____

SUBJECT _____ PAPER _____

DATE _____

SIGNATURE OF
SUPERINTENDENT

OBTAINED MARKS _____ EXAMINER'S SIGNATURE _____

Paper-II Civil Law-1PART - "A"INSTRUCTIONS:

1. Write your allotted Roll No. at the top right corner of this Question and Answer Sheet.
2. Read questions carefully and mark your answer on this question answer sheet.
3. Each question has option. Tick only one option that you think is the correct answer. All questions carry half mark each.
4. Return this question and answer sheet of Part-A to the staff at the end of the one hour time.

1. Every District Court is subordinate to:
 - (a) Supreme Judicial Council
 - (b) Board of Revenue
 - (c) Judicial Commission
 - (d) None of these.
2. Civil Court can pass ejectment order in respect of agriculture land
 - (a) True
 - (b) False
3. In which case the plaintiff would be precluded to institute a further suit in respect of same cause?
 - (a) Withdrawal of suit without permission to institute fresh suit
 - (b) Rejection of plaint
 - (c) Dismissal of suit under Order IX rule 3 CPC
4. Presumption of correctness as to jurisdiction of a foreign judgments is:
 - (a) Absolute
 - (b) Rebuttable.
5. Which section of CPC deals with the place of suing where the subject matter is situated?
 - (a) Section 15 CPC
 - (b) Section 16 CPC
 - (c) Section 17 CPC
 - (d) None of these.
6. Section 24-A CPC generally empowers a Court to transfer or withdraw a suit/appeal.
 - (a) True
 - (b) False

7. Objection to the place of suing can even be taken the first time before an appellate or revisional court.
(a) True (b) False
8. An appeal lies from:
(a) Decree (b) Judgment (c) Both (a) and (b)
9. An appeal from an original decree passed ex-parte is not competent.
(a) True (b) False
10. An appeal lies from a decree passed with consent of parties.
(a) True (b) False
11. A person against whom compensatory costs have been awarded is exempt from criminal liability in respect of any claim or defence made by him.
(a) True (b) False
12. Which of the following sections of CPC cover transfer of decree?
(a) 39 (b) 46 (c) 48
13. Can a Court to whom a precept has been sent, entertain objection to attachment?
(a) Yes (b) No
14. Section 88 CPC deals with:
(a) Interpleader (b) Set off (c) Counter claim.
15. An order under section 47 CPC is appealable.
(a) True (b) False
16. An order under rule 1 of Order XXXIX CPC is not appealable.
(a) True (b) False
17. Who may deem proper to give the conduct of a suit to a person?
(a) Plaintiff (b) Plaintiff's Counsel
(c) Reader of court (d) None of these.
18. On whom the service of process is presumed to be service on party?
(a) Recognized agent (b) Pleader (c) Both (a) and (b)
19. Manner of claiming set-off is given in Order VIII rule 6 CPC.
(a) Yes (b) No
20. If a suit is instituted after the expiration of period of limitation, an application for condonation of delay should also be filed.
(a) True (b) False
21. Decree shall bear the date when it is actually prepared.
(a) True (b) False
22. A money decree may be satisfied by making payment in execution Court.
(a) True (b) False

23. Even if the right to sue survives, death of a party will cause abatement of suit.
(a) True (b) False
24. Where it appears to the Court just and convenient, it may appoint a _____
(a) Local Commission (b) Receiver (c) Guardian
25. A revision petition may be filed within _____
(a) 10 days (b) 20 days (c) 30 days (d) None of these
26. When once time has begun to run, a subsequent disability to sue stops it.
(a) True (b) False
27. Period of limitation for a suit for money payable for money lent is:
(a) 6 months (b) One year
(c) Two years (d) None of these
28. Period of limitation for recovery of arrears of rent is:
(a) Three years (b) Six years
(c) Nine years (d) none of these
29. Period of limitation for a suit for declaration is:
(a) One year (b) Three years
(c) Six years (d) None of these
30. Limitation for filing in Court of an award under Arbitration Act, 1940 is:
(a) 30 days (b) 60 days
(c) 90 days (d) None of these
31. The right of pre-emption arises in case of sale of:
(a) Immoveable Property (b) Moveable Property (c) Both (a) and (b)
32. The right of pre-emption shall vest firstly in;
(a) Shafi-e-Sharik (b) Shafi Khalit (c) Shafi Jar
33. Talab-ishhad means demand by filing a suit
(a) True (b) False
34. A non-Muslim cannot exercise right of pre-emption against a Muslim.
(a) True (b) False
35. The vendee is entitled to the cost of improvements made till talab-i-khusumat.
(a) True (b) False
36. Where the pre-emptor and vendee are equally entitled, the suit fails.
(a) True (b) False
37. The relation of partnership arises from status.
(a) True (b) False
38. Where no provision for determination of partnership is made in contract, it is "partnership at will".
(a) True (b) False

39. A partner is liable for all acts of the firm done while he is a partner:
 (a) Jointly (b) Severally
 (c) Jointly and severally (d) None of these
40. In the absence of a specific provision in contract, a partner may be expelled from a firm by majority of partners.
 (a) True (b) False
41. Partnership at will may be dissolved by:
 (a) Notice by a partner (b) Civil suit
42. A minor having sufficient understanding of worldly affairs is competent to contract.
 (a) True (b) False
43. An agreement to sell illicit liquor is:
 (a) Void (b) Voidable
44. Agreement caused by misrepresentation is:
 (a) Void (b) Voidable
45. Termination of the authority of an agent causes the termination of authority of a sub-agent.
 (a) True (b) False
46. Agreement the meaning of which is not certain is voidable.
 (a) True (b) False
47. There is no exemption from Court fee in respect of any criminal case.
 (a) True (b) False
48. In a suit for specific performance of a contract of sale, fixed amount of court fee is:
 (a) Rs. 15,000/- (b) Rs. 3,000/-
 (c) Rs. 15/- (d) None of these
49. For determining the jurisdiction of courts, the suits are valued under the provisions of Court Fee Act, 1870.
 (a) True (b) False
50. An award may be set aside on the ground of misconduct.
 (a) True (b) False

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LAHORE HIGH COURT LAHORE

39th Departmental Examination for Civil Judges-cum-Magistrates, 2019

Paper-II Civil Law-1

Time allowed 2 hours

Note: Attempt any three questions from Part-B which carry 25 marks each, while question No. 8 in Part-C carries 20 marks and is compulsory.

PART-B

- Q. No. 1. What is the scope of a precept? Does it amount to transfer of a decree? Discuss.
- Q. No. 2. Can property of defendant be attached before judgment? If so, what are its prerequisites?
- Q. No. 3. The judge and not the party or his counsel regulates the proceedings of civil suit. Discuss the proposition with reference to law on adjournments.
- Q. No. 4. In whom the right of pre-emption vests? How joint right of pre-emption may be exercised?
- Q. No. 5. Distinguish between mandatory and prohibitory injunctions. In which events an injunction cannot be granted?
- Q. No. 6. Draw a distinction between void and voidable contracts. Illustrate.
- Q. No. 7. On what grounds the court may dissolve a firm on the request of a partner?

PART-C

- Q. No. 8. Plaintiff filed a suit against his wife seeking declaration to the effect that he was not the natural / biological father of the children born during subsistence of the marriage and that a DNA test be conducted to establish his denial of paternity. What is the effect of non-impleadment of children as parties to the declaratory suit? Comment and support your conclusion by relevant law.

LAHORE HIGH COURT LAHORE

40th Departmental Examination of Civil Judges-cum-Magistrates

Roll No. _____

Paper-II (Civil Law-I)

Part- "A"

Total Marks 25

Time Allowed: 01 Hour

INSTRUCTIONS:

Write your Roll No. at the top right corner;

1. Read questions carefully and mark your answer on this question/ answer sheet;
2. Each question has options. Tick only one option that you think is the correct answer. All questions carry half mark each;
3. Return this Question and Answer sheet of part-A to the staff at the end of one hour time.

Q. No. 1

MCQs

1. Who is not competent to institute an interpleader suit?
(a) Agent (b) Tenant
(c) Both (a) & (b) (d) None of these
2. If not extended, period of attachment under a precept shall not continue for more than:
(a) Two Months (b) Three Months
(c) Six Months (d) None of these
3. Limitation for setting aside ex-parte decree is:
(a) 30 days (b) 60 days
(c) 90 days (d) None of these
4. What remedy is available against an order refusing to reject the plaint?
(a) Appeal (b) Revision
(c) Writ Petition (d) None of these
5. Additional written statement is required under:
a. Order VIII Rule 1 CPC
b. Order VIII Rule 9 CPC
c. Order VIII Rule 10 CPC

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6. In which of the following proceedings the procedure in CPC in regard to suits is to be followed?

- a. Proceedings under the Succession Act
- b. Proceedings under Income Tax Act
- c. Proceedings before Family Court
- d. None of these

7. Who is competent to accept the service of process?

- (a) Private servant
- (b) Tenant
- (c) Pleader
- (d) None of these

8. The authority of an umpire can be revoked

- (a) By any party
- (b) With the leave of court
- (c) By arbitrator
- (d) None of these

9. All questions of fact are amenable to the jurisdiction of

- (a) Arbitrator
- (b) Civil Court
- (c) Expert
- (d) None of these

10. Where plaintiff withdraws from a suit without permission to institute a fresh suit in respect of the subject matter, he shall be _____ to bring a fresh suit in respect of same subject matter.

- (a) Estopped
- (b) Precluded
- (c) Debarred by Res-Judicata
- (d) None of these

11. Complaint is returned under:

- (a) Section 24 CPC
- (b) Section 10 CPC
- (c) Order VII Rule 10 CPC
- (d) None of these

12. In a suit instituted without notice under section 80 CPC, for submission of written statement by the Government the Court shall allow not less than:

- (a) 30 days
- (b) 45 days
- (c) 60 days
- (d) None of these

13. Which of the orders under the following provisions is appealable?

- (a) Section 75 CPC
- (b) Section 10 CPC
- (c) Order VI Rule 17 CPC
- (d) None of these

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14. In which of the following decrees a judgment debtor is given opportunity of obeying decree before its execution?

- (a) Specific Performance
- (b) Restitution of conjugal rights
- (c) Both (a) & (b)
- (d) None of these

15. Order VI Rule 6 CPC deals with:

- (a) Set off
- (b) Interpleader
- (c) Evasive Denial
- (d) None of these

16. Recording of reasoning in support of award by the arbitrators is:

- (a) Not necessary
- (b) Mandatory
- (c) Discretionary
- (d) None of these

17. Period of limitation for setting aside award on the basis of fraud is:

- (a) One year
- (b) Three years
- (c) Six years
- (d) None of these

18. A suit for declaration is competent to:

- (a) Modify award
- (b) Set aside award
- (c) Substitute decision
- (d) None of these

19. A person may become a partner with another person in particular:

- (a) Adventures
- (b) Undertakings
- (c) Both (a)(b)
- (d) None of these

20. For the purpose of the business of a firm a partner is its:

- (a) Agent
- (b) Owner
- (c) Both (a)(b)
- (d) None of these

21. A partner can file constitutional petition on behalf of other partners without their written authorization:

- (a) True
- (b) False

22. The implied authority of a partner empowers him to admit any liability against firm.

- (a) True
- (b) False

23. Partnership at will may be dissolved on notice in writing by:

- (a) Two third partners
- (b) Fifty percent members

24. A firm is dissolved by death of a partner.

(a) True

(b) False

25. On adjudication of a partner an insolvent, he ceases to be partner

(a) True

(b) False

26. In a suit for injunction, value of suit for the purpose of Court fee is:

- a. Market value of subject matter
- b. 10 times of land revenue
- c. As valued in plaint
- d. None of these

27. In a suit for possession of a garden, court fee will be charged on the market value.

(a) True

(b) False

28. In a suit for accounts, the valuation for the purpose of court fee and jurisdiction is not same.

(a) True

(b) False

29. Which of the following is chargeable with any fee?

- a. Bail Bond
- b. Petition by prisoner
- c. Complaint of public servant
- d. None of these

30. Clause IV-A in section 7 of Court Fee Act was added in

(a) 1962

(b) 1972

(c) 1983

(d) None of these

31. On a written statement, pleading a set-off, ad-valorem Court fee will be charged.

(a) True

(b) False

32. The Punjab Pre-emption Act, 1991, repealed;

- a. Punjab Pre-emption Act, 1913
- b. Punjab Pre-emption Ordinance 1991
- c. Both (a)&(b)

33. Which of the following shows correct order of priority with regard to right of pre-emption?

- a. Shafi Khalit, Shafi Jar, Shafi Sharik
- b. Shafi Jar, Shafi Khalit, Shafi Sharik
- c. Shafi Sharik, Shafi Khalit, Shafi Jar
- d. None of these.

34. A suit for pre-emption is in substance a suit for

- (a) Declaration
- (b) Possession
- (c) Cancellation of document
- (d) None of these

35. Talab-i-ishhad is established by filing a suit

- (a) True
- (b) False

36. Where the pre-emptor and vendee are equally entitled, suit shall be dismissed

- (a) True
- (b) False

37. Suit for recovery of possession of immoveable property on the basis of title is filed under section

- a. Section 8 of Specific Relief Act
- b. Section 9 of Specific Relief Act
- c. Section 10 of Specific Relief Act
- d. None of these.

38. A Contract which in its nature is revocable is:

- (a) Enforceable
- (b) Not enforceable
- (c) Void
- (d) None of these

39. Suit for declaration simpliciter for ownership, when plaintiff is not in possession of property is maintainable:

- (a) True
- (b) False

40. An ad-interim mandatory injunction may be granted without notice:

- (a) True
- (b) False

41. Which of the following is not covered under section 42 of Specific Relief Act

- a. Entitlement to legal character
- b. Creating of new right
- c. Declaring pre existing right

42. Which article of Limitation Act governs the period of limitation for a declaratory suit? 3(6)

- (a) 119
- (b) 120
- (c) 114
- (d) None of these

43. Section 5 of Limitation Act deals with extension of period of limitation for instituting suits

- (a) True
- (b) False

44. Limitation period for rehearing of an appeal heard ex-parte, is:

- (a) 30 days
- (b) 60 days
- (c) 90 days
- (d) None of these

45. Provisions of Section 5 of Limitation Act are not applicable to the proceedings under section 115 CPC

- (a) True
- (b) False

46. Communication of acceptance against the acceptor is complete on putting the same in the course of transmission to proposer.

- (a) True
- (b) False

47. An agreement not enforceable by law is:

- (a) Void
- (b) Voidable

48. A party avoiding a contract is entitled to retain benefit under it;

- (a) True
- (b) False

49. How many parties are there in a contract of guarantee?

- (a) Two
- (b) Three

50. Revocation or renunciation of authority may be

- (a) Expressed
- (b) Implied
- (c) Either (a) or (b)
- (d) None of these

LAHORE HIGH COURT LAHORE

Paper-II (Civil Law-I)

Total Marks 95.

Qualifying Marks 66% =79

Time Allowed: 2:00 Hours

Note:- Attempt any Three Questions from Part-B. All questions carry equal marks i.e. 25 each.

Question No. 10 in Part-C is compulsory, which carries 20 marks.

PART-B

- Q No. 2: As soon as the cause for rejection appears, the plaint should be rejected straightaway and the suit taken off the file at its very inception. Elaborate in the light of relevant law.
- Q No. 3: Discuss in detail the concept of arbitration with intervention of the court, where no suit is pending.
- Q No. 4: The valuation of a suit for the purpose of jurisdiction is quite distinct from its fiscal purpose of Court fee. Discuss
- Q No. 5: "Agreement which ceases to be enforceable by law, becomes void when it ceases to be enforceable".
Discuss with reference to the provisions of law regarding subsequent possibility of performance of a contract.
- Q No. 6: What is the effect of acknowledgement in writing of a liability in respect of a right or property made before the expiration of the period prescribed for suit? To what extent oral evidence on such acknowledgement is permissible?
- Q No. 7: What are the essential elements requiring an instrument adjudged void or voidable and to have it delivered up and cancelled?
- Q No. 8: What is meant by implied authority of a partner? Explain and state limitations on the exercise of this authority, if any.
- Q No. 9: Discuss in detail the qualifications of a pre-emptor in order of superiority.

PART-C

As noted above, Question No.10 from Part-C is compulsory, which shall be of 20 Marks only.

PROPOSITION

Q No. 10: The defendant agreed to sell his house in Rawalpindi which was in a ruinous, if not in a dangerous condition. Monsoon was just setting in. The defendant's object in selling the house was to avoid repairs that might be required to save the house in heavy rains. Therefore, on discussion at the time of contract, time for completion was fixed as 12 days only. The purchaser thereafter obtained a month's extension. Before the expiry of the extended period, the defendant gave to the plaintiff two notices, but the plaintiff took no action on the basis of agreement, and the defendant, after the extended date, made heavy repairs. Thereafter the plaintiff filed the suit for specific performance.

Discuss the enforceability or otherwise of contract, having regard to the subject matter and circumstances of the case.

LAHORE HIGH COURT, LAHOR.

42ND DEPARTMENTAL EXAMINATION OF
CIVIL JUDGES-CUM-MAGISTRATES

CIVIL LAW-I (PAPER-II)

Time Allowed: (Three Hours)

Total Marks: 120

Attempt SIX questions. Each question carries equal marks.

- Q. No.1. What is the difference between the necessary and proper party? Whether a suit can be dismissed for non impleading of necessary parties? What are the powers of the Civil Court in this regard?
- Q. No.2. Define and explain "Res-Subjudice" and "Res-Judicata". Elaborate the essentials to attract the principle of "Res-Judicata".
- Q. No.3. Explain the effect of Novation, Recession and Alteration of Contract in view of Section 62 of the Contract Act, 1872.
- Q. No.4. Define the following with reference to Punjab Pre-Emption Act, 1991.
- i. *Sale*
 - ii. *Shafi Shareek*
 - iii. *Shafi Khaleet*
 - iv. *Shafi Jaar*
 - v. *Notice*
- Q. No.5. What are the powers of the Court under Section 5 of the Limitation Act, 1908 in view of Section 12 and 14 of the said Act?
- Q. No.6. What is the difference between the registered and unregistered Partnership Firm? Write in detail the effect of Non-registration of a Partnership Firm.
- Q. No.7. What is the procedure which is to be adopted by the Court when an objection is taken on appeal or revision that the suit or appeal was not properly valued for the jurisdictional purposes?
- Q. No.8. (i) What kind of steps, courts can take for execution of decree for the delivery of immovable property?
(ii) Explain in detail the powers of the Executing court suspension of execution?
- Q. No.9. a) How the amount of court fee is determined in multifarious suits.
(10 marks)
b) What procedure is adopted by the appellate court if objection is taken that the suit or appeal was not properly valued for jurisdictional purpose.
(10 marks)
- Q. No.10. How the revocation of a contract is made.

LAHORE HIGH COURT LAHORE

43RD DEPARTMENTAL EXAMINATION OF CIVIL JUDGES-CUM-MAGISTRATE 2022

CIVIL LAW-1 (PAPER-2)

Total Marks: 120

Time Allowed 3 Hours

Attempt six (6) questions. Each question carries equal marks.

- Q. No. 1. Inherent powers (Suo Moto Powers) of a Civil Court conferred by Code of Civil Procedure 1908, other than under Section 151 CPC? Discuss in detail.
- Q. No. 2. Define and explain "Res-Subjudice" and "Res-Judicata". Elaborate on the essentials to attract the principle of "Res-Judicata".
- Q. No. 3. Write notes on: -
- A) Talb-I-Muwathibat
 - B) Talb-I-Ishhad
 - C) Talb-I-Khushumamt
 - D) Whether the court is bound to pass a decree on the price at which the Sale purports to have taken place. (Marks 5+5+5+5=20)
- Q. No. 4. When and how a Receiver is appointed? Explain his powers and liabilities.
- Q. No. 5. What are the essentials of a valid contract? Explain in detail.
- Q. No. 6. Grant of discretionary relief in the light of Specific Performance Relief Act 1877.
- Q. No. 7. Distinguish between mandatory and prohibitory injunctions. In which events an injunction cannot be granted.
- Q. No. 8. Discuss in detail the concept of arbitration with the intervention of the court, where no suit is pending.
- Q. No. 9. What is the difference between the necessary and proper parties? Whether a suit can be dismissed for non-impleading of necessary parties? What are the powers of the Civil Court in this regard?
- Q. No. 10. Under Section 69 of the Partnership Act. 1932. An unregistered firm and its partner cannot file a suit. What are the exceptions to this general rule?

LAHORE HIGH COURT LAHORE
44TH DEPARTMENTAL EXAMINATION OF CIVIL JUDGES-CUM-MAGISTRATE 2023

CIVIL LAW-I (PAPER-II)

Total Marks: 120

Time Allowed 3 Hours

Attempt any six questions, each having equal marks

- Q.No.1. Elaborate scope of Section 3 of the Limitation Act, 1908. Throw light on the exceptions of said provision as provided in succeeding sections as well.
- Q. No.2. Demonstrate the doctrines of waiver & sinker in the context of pre-emptions law and clarify with examples.
- Q.No.3. Whether a suit containing different/separate causes of action is proceedable, if yes, under what provisions of the Court Fees Act, 1870, the Court fee computed on the plaint. Elaborate with examples.
- Q.No. 4. Whether payment of the decretal amount can be made outside of the Court? Also, clarify the modes of paying money under the decree.
- Q.No. 5. Explain the concept/mode of institution of suits in terms of Sections 15 to 20 of the Code of Civil Procedure, 1908.
- Q.No.6. Elucidate how and for what purposes a commission can be issued in terms of Sections 75, 75-A read with Order XXVI CPC. Also, prescribe the concept of admissibility of the report submitted by a Local Commission.
- Q.No.7. Illustrate the principle of restitution per mandate of Section 144 CPC. Also, explain whether such power is to be exercised by the original court or the executing court.
- Q.No.8. Distribution of pre-emptive property among equi-classed pre-emptors and vendees is provided in Section 20 of the Punjab Pre-emption Act, 1991. Discuss the said analogy while referring to some decisions of the Superior Courts.
- Q.No.9. Discuss in detail the powers vested to the Court Under Sections 151, 152 & 153 CPC.
- Q.No.10. Write notes on any two of the following topics:
a. Pleadings can be amended at a subsequent stage.
b. Stay/injunctions cannot be granted in the suit for cancellation of an instrument.
c. A receiver can be appointed in a declaratory suit based on inheritance right.

Roll No. _____

LAHORE HIGH COURT - LAHORE

45th Departmental Examination Civil Judges-cum-Magistrates

Paper-II (Civil Law-I)

Part-"A"

Total Marks: 25

Time Allowed: 01 Hours

INSTRUCTIONS:

Write your Roll No. at the top right corner;

1. Read questions carefully and mark your answer on this question sheet. *No cutting/fluid is allowed.*
2. Each question has options. Tick only one option that you think is the correct answer. All questions carry half mark each;
3. Return this Question and Answer sheet of Part-A to the staff at the end of one hour time.

Q. No. 1

MCQs

1. Formal expression of any decision of a civil Court which is not a decree

- | | |
|-------------------|--------------|
| (a) Interim Order | (b) Judgment |
| (c) Decree | (d) Order |

2. A person against whom the decree has been passed or an order capable of execution has been made

- | | |
|---------------------|----------------|
| (a) Defendant | (b) Respondent |
| (c) Judgment debtor | (d) Plaintiff |

3. Formal expression of an adjudication which, so far as regards the court expressing it, conclusively determines the rights of the parties is called

- | | |
|--------------|----------------------|
| (a) Judgment | (b) Decree |
| (c) Order | (d) Ad-interim Order |

4. Statement given by the judge of the grounds of the decree or order

- | | |
|----------------------|------------|
| (a) Judgment | (b) Order |
| (c) Ad-interim Order | (d) Decree |

5. Courts have jurisdiction to try suits of a civil nature under section

- | | |
|-----------|--------|
| (a) 9 | (b) 8 |
| (c) 12(2) | (d) 11 |

6. The defendant may and it's so required by the court shall file written statement under

- | | |
|-----------------------|----------------------|
| (a) Order VIII Rule 1 | (b) Order VII Rule 1 |
| (c) Order VI Rule 4 | (d) Order VII Rule 7 |

P# 1/6

7. Particulars of a set off to be given in a written statement in case of recovery of money against the plaintiff under

- (a) Order IX Rule 9
- (b) Order VII Rule 1
- (c) Order VII Rule 10
- (d) Order VIII Rule 6

8. Defendant may apply to the court for setting aside decree ex-parte against defendant under

- (a) Order IX Rule 13
- (b) Order IX Rule 10
- (c) Order IX Rule 11
- (d) Order IX Rule 12

9. Where the defendant appears and the plaintiff does not appear, the suit may be dismissed for non-prosecution under

- (a) Order IX Rule 8
- (b) Order VII Rule 11
- (c) Order IX Rule 11
- (d) Order IX Rule 10

10. All suits pertaining to negotiable instruments shall be instituted before the district court and shall be governed by provisions of

- (a) Order 34
- (b) Order 36
- (c) Order 35
- (d) Order 37

11. The High Court or the District Court may at any stage transfer any suit, appeal or other proceedings pending before it for trial or disposal to any subordinate Court under

- (a) Section 21
- (b) Section 22
- (c) Section 24
- (d) Section 23

12. Execution of decrees passed by the courts in the United Kingdom and other reciprocating territories are governed by

- (a) Section 45
- (b) Section 46
- (c) Section 43
- (d) Section 44-A

13. A judgment-debtor that may be arrested in execution of a decree at any hour and on any day and maybe remitted to prison under

- (a) Section 52
- (b) Section 55
- (c) Section 51
- (d) Section 61

14. An appeal from original decree passed by a court exercising original jurisdiction shall lie

- (a) Section 121
- (b) Section 100
- (c) Section 109
- (d) Section 96

15. To have acted in the exercise of its jurisdiction illegally or with material irregularity is maintained under

- (a) Section 115 CPC
- (b) Section 151 CPC
- (c) Section 98 CPC
- (d) Section 111 CPC

16. No suit shall be defeated by reason of mis-joinder or non-joinder of parties under

- (a) Order 1 rule 9
- (b) Order 1 Rule 8

P# 2/6

- (c) Order 2 Rule 3 (d) Order V Rule 1
17. Where the suit appears from the statement in the plaint to be barred by any law
- (a) Order 8 Rule 2 (b) Order 9 Rule 8
- (c) Order 9 Rule 9 (d) Order 7 Rule 11
18. The plaint shall at any stage of the suit be returned to be presented to the court in which the suit should have been instituted
- (a) Order 7 Rule 13 (b) Order 7 Rule 11
- (c) Order 7 Rule 10 (d) Order 8 Rule 8
19. Each material proposition affirmed by one party and denied by the other shall form the subject of a distinct issue under
- (a) Order 14 CPC (b) Order 15 CPC
- (c) Order 17 Rule 1 CPC (d) Order 18 Rule 3 CPC
20. Where any party to a suit to whom time has been granted fails to produce Evidence, the Court may proceed to decide suit under
- (a) Order 17 rule 3 CPC (b) Order 16 Rule 4 CPC
- (c) Order 15 Rule 2 CPC (d) Order 17 Rule 1 CPC
21. Temporary injunction may be granted where any property in dispute in suit is endangered of being wasted damaged or eliminated under
- (a) Order 39 Rule 3,4 CPC (b) Order 38 Rule 4,5 CPC
- (c) Order 39 Rule 1,2 CPC (d) Order 37 Rule 7 CPC
22. Injunction issued may be discharged, varied or set aside by the court on the application made by any party under
- (a) Order 39 Rule 9 CPC (b) Order 39 Rule 5 CPC
- (c) Order 38 Rule 7 CPC (d) Order 39 Rule 4 CPC
23. Where the defendant is about to dispose of the whole or any part of his property attachment before judgment of the same property can be made under
- (a) Order 37 Rule 4 CPC (b) Order 34 Rule 8 CPC
- (c) Order 38 Rule 5 CPC (d) Order 39 Rule 2 CPC
24. The appellate court requires any document to be produced or any witness to be examined to enable it to pronounce judgment or for any other substantial cause.
- (a) Order 41 Rule 27 CPC (b) Order 33 Rule 2 CPC
- (c) Order 34 Rule 3 CPC (d) Order 35 Rule 4 CPC
25. Any Court may in any suit issue a commission for the examination on interrogatories or otherwise of any person present within the local limits of its Jurisdiction
- (a) Order 26 Rule 1 CPC (b) Order 27 Rule 1 CPC
- (c) Order 30 Rule 1 CPC (d) Order 21 Rule 3 CPC

P#3/6

26. When there exists on standard for ascertaining the actual damage caused by non-performance of the act agreed to be done

- (a) Section 14 SPR
- (b) Section 11 SRA
- (c) Section 20 SRA
- (d) Section 12 SRA

27. A contract for the non performance of which compensation in money is an adequate relief

- (a) Section 39 SRA
- (b) Section 23 SRA
- (c) Section 19 SRA
- (d) Section 21 SRA

28. The jurisdiction to decree specific performance is discretionary and the court is not bound to grant such relief under

- (a) Section 21 SRA
- (b) Section 10 SRA
- (c) Section 22 SRA
- (d) Section 9 SRA

29. Any person against whom a written instrument is void or voidable and has reasonable apprehension the such instrument could cause serious injury can seek it's cancellation under

- (a) Section 23 SPR
- (b) Section 42 SRA
- (c) Section 39 SRA
- (d) Section 40 SRA

30. Injunction is refused to restrain person from applying to any legislative body under

- (a) Section 56 SRA
- (b) Section 49 SRA
- (c) Section 34 SRA
- (d) Section 52 SRA

31. Where no provisions are made by the contract between the partners for the duration of their partnership or other determination of their partnership, it is partnership at will

- (a) under section 7 Partnership Act
- (b) under Section 6 Partnership Act
- (c) under section 9 Partnership Act
- (d) under Section 11 Partnership Act

32. No part of the assets of the partnership could be regarded as belonging to any individual partner

- (a) Under section 15 Partnership Act
- (b) Under Section 13 Partnership Act
- (c) Under Section 14 Partnership Act
- (d) Under Section 19 Partnership Act

33. No suit to enforce a right arising from a contract shall be instituted in any court by or on behalf of a firm against a third party unless the firm is the registered

- (a) Section 64 Partnership Act
- (b) Section 45 Partnership Act
- (c) Section 34 Partnership Act
- (d) Section 69 Partnership Act

34. The partner shall not carry on any business other than that of the firm while he is a partner

- (a) Section 17 Partnership Act
- (b) Section 9 Partnership Act
- (c) Section 64 Partnership Act
- (d) Section 11 Partnership Act

35. Judgment in terms of the award can be passed under

- (a) Section 19 Arbitration Act
- (b) Section 15 Arbitration Act
- (c) Section 34 Arbitration Act
- (d) Section 23 Arbitration Act

P#4/6

36. Period of limitation for setting aside a decree passed on the basis of fraud

- (a) Date of knowledge
- (b) Date of Occurrence
- (c) Date of Decree
- (d) No limitation

37. Limitation period for Revision application against a decision made by the subordinate court is

- (a) 15 days
- (b) 60 days
- (c) 30 days
- (d) 90 days

38. The limitation period for a Suit for declaration under section 42 of the specific relief act can be filed within

- (a) 1 years
- (b) 3 years
- (c) 6 year
- (d) 2 years

39. Your cancellation suit against the void instrument can be filled within a period of

- (a) 4 years
- (b) 3 years
- (c) 6 years
- (d) 30 days

40. Suit for compensation for any Malfeasance, misfeasance independent of contract can be filed within a period of

- (a) 2 years
- (b) 1 year
- (c) 4 years
- (d) 6 years

41. Limitation on suit of a bill of exchange, promissory note or bond

- (a) 2 years
- (b) 7 years
- (c) 3 years
- (d) 60 days

42. Coercion is the Committing or threatening to commit any act forbidden by the

- (a) Pakistan penal Code
- (b) The Anti-Terrorism Act
- (c) Code of Criminal Procedure
- (d) Constitution of Pakistan

43. A contract is said to be induced by undue influence where one is in a position to

- (a) Dominate the will of the other
- (b) Commit or threaten to commit any unlawful act
- (c) Conceal an act
- (d) Deceive another party or his agent

44. The suggestion, as a fact, of that which is not true, by one who does not believe it to be true;

- (a) Is fraud under S.17
- (b) Is Undue Influence under S.16
- (c) Is Coercion under S.15
- (d) Misrepresentation under S.18

45. The positive assertion in a manner not warranted by the information of the person making it of that which is not true though he believe it to be true

- (a) Section 20 Contract Act
- (b) Section 17 Contract Act

P#5/6

(c) Section 19 Contract Act

(d) Section 18 Contract Act

46. If parties to a contract agree to substitute a new contract for it, or to rescind, or alter it the original contract need not be performed

(a) Under Section 49 Contract Act

(b) Under Section 60 Contract Act

(c) Under Section 45 Contract Act

(d) under Section 62 Contract Act

47. A contract to do or not to do something if some event the collateral to such contract does or does not happen

(a) Contingent Contract

(b) Express Contract

(c) Unilateral Contract

(d) Void Contract

48. Acceptance must be absolute in order to convert a proposal into a promise

(a) Under Section 11 Contract Act

(b) Under Section 7 Contract Act

(c) Under Section 17 Contract Act

(d) Under Section 15 Contract Act

49. The consideration or object of an agreement is lawful unless it is forbidden by law

(a) Under Section 23 Contract Act

(b) Under Section 15 Contract Act

(c) Under Section 22 Contract Act

(d) Under Section 16 Contract Act

50. Where both the parties to an agreement are under a mistake as to the matter of fact essential to the agreement the same is

(a) Void

(b) Voidable

(c) Set Aside

(d) Amended

P# 6/6

45th Departmental Examination Civil Judges-cum-Magistrates

Paper-II (Civil Law-I)

Part-"B"

Total Marks: 95

Time Allowed: 02 Hours

Qualifying Marks: 66% = 79

Note:- Attempt any Three Questions from Part-B. All questions carry equal marks i.e. 25 each

Question No. 10 in Part-C is compulsory, which carries 20 marks.

1. Explain the law for rejection of a plaint and the grounds encapsulated therein. Also, elaborate the law on allowing exemption from law of limitation?
2. Explain the principal of Res Judicata and Constructive Res Judicata?
3. Elaborate the scope of Exemption of limitation and whether sufficient cause in a case of Exemption is a question of fact or law?
4. What are the circumstances in which a right of pre-emption would be deemed to have been waved?
5. Define free consent and also explain the various circumstances when consent is considered not to be free?
6. What is the scope of Court Fees Act and explain which documents are exempted from court fee?
7. What is the Concept of attachment of subject matter before passing of a judgment in a civil suit?
8. What are the Circumstances in which an injunction by a Court can be refused?
9. Explain the cases in which specific performance is enforceable. Elaborate the cases where the Court may properly exercise discretion not to decree specific performance?

PART-C

As noted above, Question No. 10 from Part-C is compulsory, which shall be of 20 Marks only.

PROPOSITION

A and B are two businessmen who intend to work together on a business venture. Both the parties signed a partnership agreement and kept a copy of the same with each of them without getting the same registered. The written partnership agreement does not have an ending day. The initial years of business amongst the partners were fruitful and the firm had a lot of profit. A dispute on financial matters arose between the parties and after a lot of effort for reconciliation the dispute could not be resolved. A does not intend to continue his business with B hence wants to file a suit before the civil Court.

- A. Discuss the nature of the partnership between A and B?
- B. What will be the effect of non registration of the partnership agreement in question?

Paper II (civil law -I)
Part "A"

Total marks:25

Time allowed: 1 hour

Instructions

Write your roll number and top right corner;

1. Read questions carefully and mark your answer on this question sheet no cutting fluid is allowed
2. Each question has option. Take only one option that you think is the correct answer. All questions carry half mark each;
3. Return the question and answer sheet of part to the staff at the end of one hour time.

MCQ

Q.no.1

Determination of question under section 144 of the CPC is called

- Judgment
- Order
- Decree
- Speaking Order

Q.no.2

Any person in whose favour a decree has been passed is termed as

- Judgment holder
- Judgment debtor
- Decree holder
- Decree bearer

Q.no.3

The reasons or grounds given by a judge in a decree or order

- Speaking Order
- Decree
- Judgement
- Order

Q.no4

The civil court has the jurisdiction to try all suits of civil nature under section

- 10 CPC
- 13 CPC
- 9 CPC
- 15 CPC

Q.no. 5

No court shall try a suit already decided by court having same party same title and same subject matter under section

- 12(2) CPC
- 10 CPC
- 151 CPC
- 11 CPC

Q.no.6

A degree obtained by fraud, Misrepresentation can be challenge before the same court under section

- 14 CPC
- 12(2) CPC
- 2(12) CPC
- 12(1) CPC

Q.no.7

Particulars of a set off to be given in the written statement under

- Order 8 rule 6
- Order 8 rule 5
- Order 8 rule 7
- Order 8 rule 4

Q.n.8

Where neither party appears the suit can be dismissed under order

- Order 9 rule 5 CPC
- Order 9 rule 6 CPC
- Order 9 rule 3 CPC
- Order 9 rule 8 CPC

Q.no.9

Defendant can assign a good cause for his previous non appearance for setting aside ex parte order under

- Order 9 rule 6 CPC
- Order 9 rule 7 CPC
- Order 9 rule 5 CPC
- Order 9 rule 3 CPC

Q.no.10

A suit can be dismissed where the defendant only appears and the plaintiff does not appear when the suit is called on for hearing

- Order 9 rule 7 CPC
- Order 9 rule 9 CPC
- Order 9 rule 8 CPC
- Order 9 rule 6 CPC

Q.no.11

A decree passed Ex Parte against defendant can be set aside under

- Order 9 rule 13 CPC
- Order 9 rule 7 CPC
- Order 9 rule 3 CPC
- Order 9 rule 11 CPC

Q.no.12

Ex parte decree cannot be set aside on any application unless notice thereof has been served to the opposite party

- Order 9 rule 13 CPC
- Order 9 rule 14 CPC
- Order 9 rule 12 CPC
- Order 9 rule 11 CPC

Q.no.13

Every Pleadings shall contain and contain only statement in concise form of material facts and no evidence

- Order 7 rule 1 CPC
- Order 7 rule 9 CPC
- Order 6 rule 3 CPC
- Order 6 rule 2 CPC

Q.no.14

Pleading shall mean plaint or written statement under

- Order 6 rule 4 CPC
- Order 6 rule 1 CPC
- Order 7 rule 1 CPC
- Order 7 rule 7 CPC

Q.no.15

Further and better statement of particular can be ordered by the court in any matter stated in pleadings

- Order 1 rule 10 CPC
- Order 6 rule 5 CPC
- Order 6 rule 4 CPC
- Order 6 rule 17 CPC

Q.no.16

Whenever it is material to allege malice, fraudulent intention, knowledge or other condition of mind of any person it shall be done in the form of

- Petition
- Grievance
- Fact
- Law

Q.no.17

The Court may at any stage of the proceedings allow either party to amend its pleadings

- Order 6 rule 17 CPC
- Order 6 rule 15 CPC
- Order 6 rule 18 CPC
- Order 6 rule 3 CPC

Q.no.18

Where the suit has been instituted after the expiration of period prescribed by the law of limitation the plaintiff shall show ground upon which exemption from such law is claimed

- Order 14 rule 5 CPC
- Order 7 rule 3 CPC
- Order 14 rule 7 CPC
- Order 7 rule 6 CPC

Q.no.19

The plaintiff shall at any stage of the suit be returned to be presented to the court in which it should have been instituted

- Order 7 rule 11 CPC
- Order 7 rule 10 CPC
- Order 7 rule 12 CPC
- Order 7 rule 21 CPC

Q.no.20

Where a suit appears from the statement in a plaint to be barred by any law it may be rejected

- Order 7 rule 10 CPC
- Order 9 rule 7 CPC
- Order 7 rule 11 CPC
- Order 9 rule 13 CPC

Q.no.21

In any suits the plaintiff or defendant by leave of the court may deliver interrogatories in writing for examination of the opposite party under

- Order 11 rule 21 CPC
- Order 13 rule 2 CPC
- Order 11 rule 1 CPC
- Order 13 rule 10 CPC

Q.no.22

Any party to suit may give notice by his pleadings or otherwise in writing that he admits the truth of the whole or any part of the case of any other party

- Order 2 rule 2 CPC
- Order 12 rule 3 CPC
- Order 2 rule 7 CPC
- Order 12 rule 2 CPC

Q. no. 23

Where admission of the fact has been made either in the pleadings or otherwise any party to the suit can apply for the court for such Judgment

- Order 12 rule 5 CPC
- Order 5 rule 12 CPC
- Order 12 rule 6 CPC
- Order 5 rule 7 CPC

Q.no.24

No documentary evidence in the possession or power of any other party shall be accepted unless a good cause is shown to the satisfaction of the court

- Order 13 rule 1 CPC
- Order 13 rule 2 CPC
- Order 26 rule 1 CPC
- Order 39 rule 1 CPC

Q.no.25

The court may at any time before passing of the degree amend the issues of frame additional issues

- Order 14 rule 7 CPC
- Order 21 rule 3 CPC
- Order 21 rule 5 CPC
- Order 14 rule 5 CPC

Q.no.26

Where at the first hearing of a suit it appears that the parties are not at issue on any question of law of fact may at once pronounce Judgment

- Order 15 rule 3 CPC
- Order 15 rule 1 CPC
- Order 26 rule 3 CPC
- Order 26 rule 5 CPC

Q.no.27

According to Order 16 rule 1 after settlement of issues the party shall present in court certification of readiness to produce evidence along with list of witnesses within

- 14 days
- 30 days
- 7 days
- 1 year

Q.no.28

The Court may at any stage of the suit inspect any property or thing concerning which any question may rise.

- Order 18 rule 11 CPC
- Order 13 rule 3 CPC
- Order 18 rule 18 CPC
- Order 13 rule 7 CPC

Q.no.29

Under section 47 of CPC all questions arising between the parties to a suit in which decree was passed will be determined by the court

- Executing the speaking order
- Hearing the evidence
- Executing the Order
- Executing the decree

Q.no.30.

An appeal under section 96 from a final judgment and decree shall lie to the high Court not later than

- 7 days
- 60 days
- 30 days
- 90 days

Q.no.31

An order passed under section 35a,47 and 95, will be appealable under section

- 104 CPC
- 110 CPC
- 151 CPC
- 115 CPC

Q.no.32

And appeal shall not operate as a stay of proceedings under decree or order appealed from except so far as the appellate Court may order under

- Order 41 rule 7 CPC
- Order 39 rule 1 CPC
- Order 41 rule 5 CPC
- Order 39 rule 2 CPC

Q.no .33

A compromise can be effected through a lawful agreement before the court and a decree can be passed

- Order 29 rule 3 CPC
- Order 23 rule 3 CPC
- Order 23 rule 7 CPC
- Order 29 rule 7 CPC

In any suit in which the court deems a local investigation to be recorded or proper for the purpose of elucidating any matter in dispute a local commission can be appointed under

- Order 26 rule 7 CPC
- Order 29 rule 3 CPC
- Order 26 rule 9 CPC
- Order 29 rule 7 CPC

Q.no.35

Any order for injunction may be discharged, varied or satisfied by the court under

- Order 39 rule 4 CPC
- Order 39 rule 1 CPC
- Order 39 rule 2 CPC
- Order 41 rule 1 CPC

Q.no.36

Every agreement of which the object or consideration is unlawful

- Voidable
- Void
- Void ab initio
- Illegal

Q.no.37

Under the contract act 1872 the suggestion as a fact of that which is not true by one who does not believe it to be true is

- Misrepresentation
- Coercion
- False
- Fraud

Q.no.38

Where a person who is in a position to dominate the will of another enters into a contract with him and the transaction appears on the face of it to be unconscionable can be termed as

- Fraud
- Undue influence
- Undue pressure
- Coercion

Q.no.39

Coercion is the committing or threatening to commit any act forbidden under the Pakistan penal code under section

- 19 of the contract act 1872
- 15 of the contract act 1872
- 15 of the contract act 1782
- 21 of the contract act 1872

Q.no.40

Compensation for any loss or damage caused by a breach of contract can be sought under

- Section 37 of the Contract Act 1872
- Section 41 of the Contract Act 1872
- Section 41 of the Contract Act 1782
- Section 73 of the Contract Act 1872

Q.no.41

An agent is bound to conduct the business of his principle according to the directions given by the principle under section

- 112 of the Contract act 1872
- 211 of the Contract act 1872
- 21 of the Contract act 1872
- 12 of the Contract act 1872

Q.no.42

Under section 226 contracts entered into by agent and obligations arising therein maybe enforced in the same manner as if it was executed by the

- Agent
- General Attorney
- Principle in person
- Legal Representative

Q.no.43

Under section 20 of the contract act 1872 where both the parties to an agreement are under a mistake as to a matter of fact the agreement becomes

- Voidable
- Void ab initio
- Void
- Illegal

Q.no.44

According to section 31 of the contract act 1872 a contract to do or not to do something if some event collateral to such contract does or does not happen is defined as

- Contingency contract
- Contingent contract
- Planning contract
- Eventful contract

Q.no.45

Any person against whom a written instrument is void or voidable can seek it's cancellation under section

- 45 of the SPR 1877
- 60 of the SPR 1877
- 40 of the SPR 1877
- 39 of the SPR 1877

Q.no.46

Under section 7 where no provision is made by contract between the partners for the duration of their partnership it is termed as partnership at

- Partnership at present
- Partnership in person
- Partnership at will
- Partnership at bill

Q.no.47

No suit to enforce any right rising from a contract or conferred by the Partnership act 1932 shall be instituted in any Court by or on behalf of any person under

- Section 69
- Section 87
- Section 43
- Section 31

Q.no 48

Where the court sees no cause to remit the award or any of the matters referred to the arbitration for reconsideration or to set aside the award the court can pronounce the Judgment followed by decree under

- Section 19 of the Arbitration act 1940
- Section 34 of the Arbitration act 1940
- Section 17 of the Arbitration act 1940
- Section 45 of the Arbitration act 1940

Q.no.49

Under section 36 of the limitation act 1908 for compensation for any malfeasance, misfeasance or nonfeasance independent of contract and not herein specifically provided the limitation for filing a suit is

- Five years
- Three years
- Two years
- One year

Q.no.50

Under section 162 of the Limitation act 1908 the limitation period for a review of a judgment passed by the high Court in exercise of its original jurisdiction is

- 30 days
- 22 days
- 20 days.
- None of the above

46th DEPARTMENT EXAMINATION CIVIL JUDGES COME MAGISTRATES

Paper II (Civil law 1)

Part "B"

Total marks :95

Time allowed:02 hours

Qualifying marks:66%=79

Note:-Attempt any three questions from part B all questions carry equal marks that is 25 marks each ,question number 10 in Part C is compulsory, which carries 20 marks.

Q.no 1.

A plaint can be rejected where it is barred by law is amongst other ground encapsulated in order 7 rule 11 explain? Is an appeal competent in case of rejection of plaint takes place and under what section will an appeal lie?

Q.no 2

Distinguish between Res sub judice and Res Judicata?

Q.no 3

Explain the law of documentary evidence to be produced at the first hearing under order 13 rule 1 with particular emphasis on "unless Good Cause is shown to the satisfaction of the Court" under rule 2?

Q.no 4

Explain all ingredients of order 17 rule 3 with special reference to failure to act by a party seeking adjournment when time has been granted by the court?

Q.no 5

Define the terms "exercise of jurisdiction illegally" and with "material irregularity" and can one opt for revision where the option of appeal is available?

Q.no 6

What are the instances in which a Court may properly exercise discretion not to decree specific performance?

Q.no 7

What recourse has been provided under law to a person who intends to get a written instrument cancelled which is void or voidable and where there is an apprehension that such an instrument may cause a person serious injury?

Q.no 8

Define consent? and when consent is said not to be free with special reference to Misrepresentation, coercion, undue influence, Fraud?

Q.no 9

Explain the exemption of certain documents under the Court fees act section 19?

Paper II (civil law -I)
Part "C"

Proposition

Ahmed had a traveling agency and was associated with an international Air traveling agency which sanctioned all booking of airline tickets worldwide through them for Ahmed. Ahmed opened his account for the purpose of payment to IATA at bank B. Ahmed had never applied for any loan with the same bank. The International Air traveling Agency had an account in the same bank B. Ahmed used to pay his dues after every 15 days as a matter of policy on 13.5.2024 being the due date of payment Ahmed in consequences of remittance notice issued by the IATA submitted a payment of cheque worth Rs 2 million. Later on the same day due to torrential rains the electricity failure occurred. B the bank failed to process the cheque.

The very next date on 14.5.2024 IATA suspended the license of Ahmed through notice of default in payment and withheld all ticketing facilities of Ahmed's traveling agency.

Ahmed has suffered losses on account of immediate stoppage of business due to the Bank negligence and failure to process the cheque. Under the State Bank regulations every bank is bound to ensure emergency measures so that financial transactions are completed.

A. Ahmed intends to file a suit for damages. Will the Civil Court have the exclusive jurisdiction to try a suit where the bank is involved?

B. Amongst all the potential defendants who will be the necessary party and why?