

Answers of Dec.2011 Paper

1. (a) The first decision given to interpret the scope and meaning of life and personal liberty under article 21 of the Indian constitution was:

A.K.Gopalan VS. State Of Madras

The apex court interpreted that the words "procedure established by law" in article 21 refers only to state made statutes/laws. If any statutory law prescribes a procedure for depriving a person of his rights or personal liberty it should meet the requirements of article 21.

This was over ruled in the case of R.C.Cooper VS. Union Of India; after this there were a series of decisions by the apex court including that of Maneka Gandhi vs. Union of India in which it was held that any law that deprives life and liberty must be just and fair. "Procedure" in Article 21 means fair, not formal procedure. Now it is settled that article 21 confers positive rights to life and liberty. The word life in article 21 means a life of dignity and not just mere animal survival. In 1978, the 44th amendment of the constitution took place, article 359 was amended, and it provided that article 20 and 21 could not be suspended even during declaration of an emergency. In the case of P.Rathinam case it was held that right to live includes right not to live. Physical as well as mental health both are treated as integral part of right to live upholding that without good health, neither civil nor political rights cannot be reasonably enjoyed. Life in its expanded horizon includes everything that gives meaning to a person's life including culture, heritage and tradition with dignity of a person.

What can be included in the right to protection of life and personal liberty as guaranteed in Article 21 of the Constitution of India can be seen from the following cases -

Kartar Singh vs. State of Punjab {(1994) 3 scc 569}

Speedy trial is an essential part of the fundamental rights guaranteed by article 21 of the Indian constitution.

Unni Krishnan vs. State of Andhra Pradesh

the apex court has widened the scope of article 21 and has provided with the rights article 21 embraces within itself. They are

Right to go abroad

Right to privacy

Right against solitary confinement

Right against delayed execution

Right to shelter

Right against custodial death

Right against public hearing

Doctor's assistance

Along with all these above-mentioned rights, it was also observed that the right to education would also be included as apart of right to life.

Thus with the above brief preview of article 21 it is clear that it has a multidimensional interpretation. Any arbitrary, whimsical and fanciful act of the part of any state depriving the life or personal liberty would be against article 21 of the Indian constitution.

1. (b) The definition of 'State' has been included in Article 12 of the Constitution of India. It includes not only entities termed as 'state' but also those termed as 'state

instrumentalities'. It includes the government and the parliament of the nation and of every state, local and other authorities like the municipalities, district boards, and any other instrumentality of state, including corporations, government departments and state monopolies. The deciding factors would be the funding of the entity and the protection of the state. If an entity is funded and protected by the state, it too would be included in the definition of 'state' and be termed as a 'state instrumentality'.

The authorities and instrumentalities specified in article 12 are –

The Government and Parliament of India;

The Government and the legislature of each of the states;

All local authorities; and

Other authorities within the territory of India or under the control of the government of India.

The first two categories include the legislative and executive wings of the union and the states. The expression "local authorities" refers to authorities like municipalities, district boards, panchayats, improvement trusts, port trusts, mining settlement boards, etc.

Other authorities are those within the territory of India or under the control of the government of India. In the *Electricity Board, Rajasthan v. Mohan Lal* case, the Supreme Court held that 'other authorities' would include all authorities created by the Constitution or statute on which powers are conferred by law. It was not necessary that the statutory authority should be engaged in performing government or sovereign functions. This decision effectively overruled some earlier decisions holding 'university' not to be "the State" within the meaning of article 12. As per this case then, the universities have been included in the definition of "State".

1. (c) Delegated legislation includes in its folds that part of the power of the legislatures that they could exercise, but which has been delegated because of paucity of time and overloading of work. This leads to better functionality and saving of time. However, while delegating its own powers to make laws, the legislature has to keep in mind that it can only delegate within the powers given by the Constitution of India, hence it cannot delegate that which the Constitution does not authorize it to.

Further, there are two types of powers, supreme powers and subordinate ones. The supreme powers have to be exercised by the legislature; these cannot be delegated. However, the subordinate powers can be delegated. While doing so it needs to take care of the following –

There should be no delegation of supreme powers.

The legislature should guide the authority to which the powers are delegated to, so that the statute made fits the requirements in all respects.

Delegation is valid if within prescribed limits and as per directions given by the legislature. If there are no standards prescribed by the legislature, and only powers to make the law are delegated, it is not proper.

Whatever form of delegated legislation it is, they are all covered by the same principle.

Delegated legislation can take the following forms-

Conditional legislation – That which is bound by the conditions prescribed, following which the statute comes into play.

Subordinate legislation – This type is subordinate to the supreme legislation.

Supplementary legislation – This is in addition to the main legislation; it only adds to the main one.

2. (i) Section 9 of the Limitation Act, 1963 says that once the calculation or counting of time starts, it shall not be discontinued by any ensuing disability or incapacity that arises. This condition will hold true only when and if the same conditions persist; when the cause of action has been taken away or a right altered, the very reason for calculation of the limitation period fails. This is known as Continuous Running of Time.

Applicability –

It applies to cases where the cause of action continues; when that is varied, a fresh period of limitation will begin from the date of variation.

This Section applies only to suits and applications, and not to appeals, which are generally allowed unless expressly covered under some other section.

Cases of property being vested in trusts and in legal representatives will be included only in the instance of the property being vested for a specific purpose.

Sections 12 to 19 and Section 24, which are contained in Part III of the Limitation Act, 1963, titled “Computation of Period of Limitation”, provide the details for this. They are as under –

Section 12 – It says that the time required for filing a suit, appeal or application, either against a decree or order or otherwise, is exclusive of the day from which the limitation period is calculated. Moreover, the time needed for obtaining a copy of the order being appealed against is also to be excluded.

Section 13 – The time during which the suit for being adjudged a pauper is applied for but not decided.

Section 14 – The period that was taken by a court that had no jurisdiction on a matter that was under question, and the plaintiff had applied to that court in the mistaken belief that it had power to entertain that suit.

Section 15 – Under this Section certain other situation in which there would be an extension of time in calculating the period of limitation are given. For example, in case of the defendant being out of India and arriving after the suit has been instituted, only the time when he is in India shall be included.

Section 16 – In case the plaintiff’s right to appeal is hindered by his death, the period shall be calculated from the time when there is a representative appointed for the plaintiff.

Section 17 – In case the suit or application has been initiated on the basis of some fraud, the period of limitation would be counted from the date when the fraud is discovered.

Section 18 – This section states that in case of an acknowledgement regarding any property or right in relation to which any claim has been made against him, a fresh period of limitation will commence from the date of such acknowledgement.

Section 19 – This records the cases of a debt or interest on legacy, on account of which if interest is paid, it results in a fresh period of limitation commencing from the date of such payment.

Section 24 – all periods shall be calculated in accordance with the standard Gregorian calendar.

2. (ii) The Mischief Rule/ Heydon's Rule - According to this rule, when we interpret statutes, we need to consider some facts –
what was the rule pertaining to the subject matter before the current statute was made
what was the mischief or wrong that the common law did not cover till then, so that need for a special law was felt
the solution established by the new statute and the motive behind it.

These principles were established by Lord Coke in the famous case of Sir John Heydon. It was decided that when the literal meaning of the words of a statute is obscured, then seeking the mischief which the act seeks to correct or mitigate would help in its interpretation.

When using this rule might create a 'slippery slope' argument, which states that a relatively small first step leads to a chain of related events culminating in some significant effect, it will not be applicable, as then it will harm more than it benefits the interpretation.

2. (iii) The contracts that cannot be specifically enforced (as per section 14 of the Act) are as under –

When damages are sufficient remedy

When specific performance requires constant supervision by the court or a continuous duty to be performed, and it does not seem feasible to the court

When the repercussions of non-performance can be quantified

When the contract has multiple diminutive details that the Court finds difficult to supervise.

2. (iv) Conciliation

It is an informal process in which both the disputing parties appoint a neutral conciliator or a third person to bring them to an agreement and end the dispute. This done by mounting the communications between the parties so that any misinterpretations can be removed, technical difficulties alleviated and possible solutions worked out.

Normally the appointment of conciliator(s) takes place in any of the following ways –

The disputing parties might agree on one name as conciliator.

Each party might choose one conciliator each.

Each party might choose one conciliator each; each of their conciliators will then agree on the name of a third conciliator, who will act as the presiding conciliator.

The parties might contact an institution which is involved in arbitration and conciliation work, and that institution might then choose a conciliator for them or suggest some names.

The role of the conciliator is to get the parties to settle the dispute amicably. In trying to achieve this, he has to act in an impartial way, so that he can take into consideration the positions and interests of both the parties involved. He can hear opinions and statements orally and suggest settlement options to the parties.

2. (v) Admission of instrument where not to be questioned - Where an instrument has been admitted in evidence, such admission shall not, except as provided in section 61, be

called in question at any stage of the same suit or proceeding on the ground that the instrument has not been duly stamped.

If such Court, after such consideration, is of opinion that such instrument should not have been admitted in evidence without the payment of duty and penalty under section 35 or without the payment of a higher duty and penalty than those paid, it may record a declaration to that effect, and determine the amount of duty with which such instrument is chargeable, and may require any person in whose possession or power such instrument then is, to produce the same and may impound the same when produced. (Section 61).

3. (i)

Basis	Decree	Order
1. Meaning	Decree is defined under Section 2(2) of the Code of Civil Procedure. It reads "decree means the formal expression of an adjudication which, so far as regards the court expressing it, conclusively determines the rights of the parties with regard to all or any of the matters in controversy in the suit and may be either preliminary or final....".	An order is defined in Section 2(14) of CPC. It means the formal expression of any decision of a Civil Court which is not a decree.
2. Formal expression of adjudication/decision	Decree is the formal expression of an adjudication.	Order is the formal expression of any decision which is not a decree.
3. Appealability	Decree is appealable.	Orders are not generally appealable.
4. Determination of rights	Decree conclusively determines rights of parties.	Order may or may not finally determine such rights.
5. Origin	Decree comes into being after adjudication of plaint/written statement.	Order generally originates from an application.
6. Preliminary/final	Decree may be either preliminary or final.	Order has no such categories. They may, however, be interim/final.
7. Single/multiple	Final decree may be passed only once in a suit.	Many orders may be passed in a suit.
8. Right to appeal	Appeal generally follows.	Appeal is an exceptional right.
9. Number of appeals	There can be more than one appeal in decree.	Appeal from orders are specifically provided.
10. Second appeal	Second appeal is possible in a decree.	No second appeal from orders is possible.

3. (ii) According to Section 3 of the Indian Evidence Act, 1872, the expression "facts in issue" means and includes-any fact from which, either by itself or in connection with other facts, the existence, non-existence, nature or extent of any right, liability, or disability, asserted or denied in any suit or proceedings, necessarily follows.

Whenever, under the provisions of the law for the time being in force relating to Civil Procedure, any Court records an "issue of fact", the fact to be asserted or denied in the answer to such issue is a "fact in issue".

A "fact in issue" is called as the principal fact to be proved or *factum probandum* and the relevant fact the evidentiary fact or *factum probans* from which the principal fact follows. The fact which constitutes the right or liability called "fact in issue" and in a particular case the question of determining the "facts in issue" depends upon the rule of the substantive law which defines the rights and liabilities claimed.

Under Civil Procedure Code, the Court has to frame issues on all disputed facts which are necessary in the case. These are called "issues of fact" but the subject matter of an issue of fact is always a "fact in issue". Thus when described in the context of Civil Procedure Code, it is an "issue of fact" and when described in the language of Evidence Act it is a "fact in issue".

3. (iii) Movable property – Property that is so attached to the land that it can be severed and transferred. It does not derive its value from the fact of its attachment to the land. For example, growing crops, timber etc.

Immovable property – Property that is permanently affixed to land. Severing it would result in loss in value or functionality of the property.

Section 3 of the Transfer of Property Act, 1882 does not provide for a comprehensive definition of 'immovable property', however, it only mentions that 'immovable property' does not include standing timber, growing crops, or grass. Thus the definition only points out certain kinds of property to be not considered as an immovable property and further classifies certain kind of properties which can be considered to be immovable property. As per the provision of Section 3, the immovable property includes the things attached to the earth, which has been sub-divided into three categories:

- a) Things rooted in the earth, as in the case of trees and shrubs
- b) Imbedded in the earth, as in the case of walls or buildings
- c) Attached to what is so embedded for the permanent beneficial enjoyment of that to which it is attached.

3.(iv) Barter is a contract by which the parties exchange goods for goods. To complete the contract the goods must be delivered, for without delivery, the contract would not be complete as there would be no conveyance, or the right to property would not change hands. This contract differs from a sale in this, that barter always results in exchange of goods for goods, whereas a sale is an exchange of goods for money. In the former there never is a price fixed, in the latter a price is indispensable.

3. (v) According to Section 2(1)(l) of the Information Technology Act, 2000, "Computer System" implies a gadget or a collection of gadgets that are programmable and support external files and data, instructions etc., and are capable of responding to instructions by giving the output as data, images or in any other desired form or format. It performs all the functions from accepting data and information, to storing it, to presenting it in a different mode of output.

As per information technology Act "computer" means any electronic, magnetic, optical or other high-speed data processing device or system which performs logical, arithmetic and memory functions by manipulations of electronic, magnetic or optical impulses, and includes all input, output, processing, storage, computer software, or communication facilities which are connected or related to the computer in a computer system or computer network.

4. (i) Instruments chargeable to stamp duty - Instrument includes every document by which any right or liability, is, or purported to be created, transferred, limited, extended, extinguished or recorded [section 2(17) of Indian Stamp Act]. Any instrument mentioned in Schedule I to Indian Stamp Act is chargeable to duty as prescribed in the schedule [section 3]. The list includes all usual instruments like affidavit, lease, memorandum and articles of company, bill of exchange, bond, mortgage, conveyance, receipt, debenture, share, insurance policy, partnership deed, proxy, shares etc. Thus, if an instrument is not listed in the schedule, no stamp duty is payable. 'Instrument' does not include ordinary letters. Similarly, an unsigned draft of an agreement is not an 'instrument'.

Subject to the provisions of this Act and the exemptions contained in Schedule I, the following instruments shall be chargeable with duty of the amount indicated in that Schedule as the proper duty therefore-

(a) Every instrument mentioned in that Schedule which, not having been previously executed by any person, is executed in India on or after the first day of July. 1899;

(b) Every bill of exchange payable otherwise than on demand or promissory note drawn or made out of India on or after that day and accepted or paid or presented for acceptance or payment, or endorsed, transferred or otherwise negotiated, in India; and

(c) Every instrument (other than a bill of exchange or promissory note) mentioned in that Schedule, which, not having been previously executed by any person, is executed out of India on or after that day relates to any property situate, or to any matter or thing done or to be done in India and is received in India.

4. (ii) Section 17 of the Indian Registration Act 1908, deals with the documents that are compulsory to be registered. The section runs as follows:

Section 17 - Indian Registration Act, 1908

(1) The following documents shall be registered, if the properties to which they relate is situate in a district in which, and if they have been executed on or after the date on which, Act No. XVI of 1864, of the Indian Registration Act 1866, or the Indian Registration Act

1871, or the Indian Registration Act 1877, or the this Act came or comes into force, namely:-

- (a) instruments of gift of immoveable property;
- (b) other non-testamentary instruments which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees, and upwards, to or in immoveable property;
- (c) non-testamentary instruments which acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation or extinction of any such right, title or interest; and
- (d) leases of immoveable property from year to year, or for any term exceeding one year, or reserving a yearly rent;
- (e) non-testamentary instruments transferring or assigning any decree or order of a court or any award when such decree or order or award purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immoveable property.

4. (iii) It simply means that although the Limitation Act, 1963, places a limit on the remedy, or rather the period available for the remedy, it does not obstruct the right of the aggrieved. Section 3 of the Act provides that it is a part of the duties of every court to reject a suit, petition, application or appeal if it comes after the period for filing it has expired.

According to Section 27 of the Act, a person's right to any property shall cease after the period that has been decided for filing a suit for its recovery. Although these two sections seem contradictory, they in fact place a limit on the aggrieved person's right to file a suit on the logic that if the person is truly distressed, he will find an opportunity to file a suit as soon as is possible. If that has not been done, and the court sees no valid reason, or sufficient cause, it will reject the suit. This has been justified on grounds of public policy. Hence, under this act, any suit related to claims has a chance of being accepted, unless it is a stale suit, in which case, the very right has been extinguished. Where the right persists, there might be constitutional remedies and other options. For example, if the parties make a settlement between themselves, that would be acceptable in the eyes of law.

4. (iv) Section 18 – This section states that in case of an acknowledgement regarding any property or right in relation to which any claim has been made against him, a fresh period of limitation will commence from the date of such acknowledgement. The effect of acknowledgement as per Section 18 of the Limitation Act, 1963, is to extend the period of limitation. A fresh period of limitation begins from the date of acknowledgement of liability with regard to any property or right. The only conditions are that the person signing the acknowledgement has to give it in writing and it has to be regarding a claim of a property or right against him. In order to bind him, it has to have the effects of an admission.

Section 19 – This records the cases of a debt or interest on legacy, on account of which if interest is paid, it results in a fresh period of limitation commencing from the date of such payment.

According to Section 19 of the Limitation Act, 1963, a fresh limitation period begins from the date of part payment or the payment of interest on a debt. The original limitation period stands extended when part payment occurs, but the payment has to take place within the original period of limitation applicable on the debt. For this to happen, an acknowledgement given by the creditor is mandatory, as proof of part payment.

4. (v) Right of redemption is the right which every mortgagor possess, which is created by virtue of the mortgage deed. This right is considered to be inalienable, and cannot be taken away from a mortgagor by means of any contract to the contrary. This right finds place under Section 60 of the Transfer of Property Act, 1882 which makes mortgagor the owner of the property mortgaged, and makes him able get his property back from the mortgagee on paying the amount borrowed from him. Clog on redemption or on a right means the insertion of any clause or any provision under the mortgaged deed which would alienate mortgagor of his property under certain circumstances. Under Indian legal system, such provisions would not be able to alienate a mortgagor of his “Right of Redemption”, and such provisions would be void ab initio. The reason for such clauses under the mortgage deed being void is quite interesting and reasonable. It would not be difficult to understand that a person mortgages his property when he is in need of money, and would not be in the same position as that of the mortgagee. Also, it would not be difficult to understand that mortgagee would try to misuse his position to exploit the mortgagor, and it is for this reason that such clause becomes obvious which would alienate a mortgagor of his property. It is highly possible that a person agrees to enter in a mortgage having clauses which extinguish his right of redemption, but it would not be necessary that the provisions have been accepted by him willingly. In need of money, a person would agree to the terms and conditions of the mortgagee even if he doesn’t want to do so. But, law doesn’t sit silent and in such cases it steps in the picture, and save the basic rights of a mortgagor. Law doesn’t allow any person to alienate a mortgagor of his “Right of redemption”. Such right would remain effective unless the property has been sold off or under any statutory provision. Even if mortgage has went to the court for the foreclosure of the property mortgaged, mortgagor can redeem his property by paying off the full amount in the court.

Time period is not the essence in case of right of redemption. One such case was decided by the court in *Achal Das Durgaji Oswal v Gangabai Heda* (2003) 3 SCC 614 ,

Question 5

(a) Re-write the following sentences after filling-in the blank spaces with appropriate word(s)/figure(s)

(i) A 'reference' may be made by the subordinate court to the High Court under the provisions of the Code of Civil Procedure, 1908.

Cyber Appellate Tribunal is to be presided over by a person who is or has been qualified to be a Judge of a High Court.

An application for obtaining information under the Right to Information Act, 2005 is to be submitted to the Public Information Officer/Assistant Public Information Officer.

In the interpretation of statutes, where the rule applies that the general words following the particular or specific words, such rule is called Rule of ejusdem generis.

A person liable for the torts committed by other person is called vicarious liability under the law of torts.

(w) A document executed outside India is not valid unless it is Registered in India.

Whoever commits 'hacking' shall be punished with Imprisonment upto three years or fine which may extend to Rs. 2 lakh or with both.

Digital signature is recognised as a valid method of Authentication of an instrument.

5(b)(i)

Both (b) and (c) above

5(b)(ii)

(a) English Mortgage

5(b)(iii)

(a) Legal Right

5(b)(iv)

(d) All the above

5(b)(v)

(d) Both (a) and (b) above.

5(b)(vi)

(d) Both (a) and (b) above A

5(b)(vii)

(d) All the above

5(b)(viii)

(a) 30 days.

(a) Strict liability or absolute liability – This liability arises when some harm takes place without any intention or negligence on the part of the defendant, even then he is liable for it. This can happen in any of the following cases –

Unavoidable accidents –When a person is doing some work, which, if it goes wrong, is liable to cause harm to another, it will bring liability upon him even if the harmful substances were being kept and maintained by another on his land. For instance, if someone has a godown, which he leases to another, and if that other causes some illegal activity to take place in that place, the owner is also liable for it.

Unavoidable mistake – When a person affects another's tangible or intangible property, for example, someone who gives wrong information about another to the press has to undertake full liability for it.

There are, however, exceptions to the rule of strict liability. They are as under –

Damage caused even when land used for natural purposes – When land is used for the purposes it is meant to be used for, and still harm is caused, then no liability arises. For example, when the land to be used for building a house is used for that purpose, and still it causes some harm to another, then the defendant is not liable for it if he has exercised normal care.

With the knowledge and consent of plaintiff – When the plaintiff will benefit from the action too, then he cannot complain against it later, having enjoyed the fruit of that action.

Damage caused from an act of a stranger or a third party – However, if the defendant was aware of the damage being caused, then he should have taken steps to mitigate the harm, else he would be held liable.

Action of a statutory body – This will be exempt when the statutory body, i.e., the municipality etc. has taken proper steps to keep the substance in a way so as to ensure that no one is harmed because of its leakage.

Act of God is exempt, for example, floods, lightning, etc.

When the plaintiff is at fault himself – In this case, if the plaintiff was forewarned of the chance of damage, but he did not pay heed, he himself is liable for his loss or harm.

6. (b) All public authorities are required under the Right to Information Act, 2005 to designate a Public Information Officer (PIO). It will be his duty to provide information to the citizens requesting for information under the Act. If, for providing information, the PIO requires the aid of any other officer, such other officer will also be termed as a PIO. ‘

Public authority’ means any authority or body created by the Constitution, or by any Parliamentary or state law, or by a notification passed by the Central or State government.

The work of the PIO is to deal with all the applications for information being received by their office. Moreover, his work is to assist the applicant to formulate an application in case of need. Once the application has been accepted, the duty of the PIO is to see to its timely redressal within thirty days. If he cannot make available the required or desired information, he has to provide reasons for the rejection in writing.

In case the information sought pertains to the life or liberty of an individual, it has to be given within a period of forty-eight hours from the application being received. Not providing the information within the prescribed time will be construed as a refusal.

In case of confidential or third party information, the PIO has to inform the applicant of the fact within five days of the receipt of the application. The applicant will then be given a period of ten days to present his position before the PIO.

6. (c) Section 72 of The Registration Act, 1908 gives the person aggrieved with the order of the Sub-Registrar the right to appeal to the Registrar to whom the Sub-Registrar reports. This can be done in situations where the Sub-Registrar has refused to register the document that has been presented within the proper time limit of thirty days. Upon such an appeal being made, the Registrar has the right to modify or annul the original order. The Registrar can then, order that the document be duly registered, and it shall be deemed to be registered from the date it would have originally been registered if the Sub-Registrar had not refused registration. This would be the date of presentation of the document to the Sub-Registrar. Under valuation of stamp duty is not a valid ground for refusing the registration of a document. In such a case, the Sub-Registrar can guide the

person to affix proper stamps before he can register the documents presented. If the Sub-Registrar is doubtful as to the proper value of stamps affixed, he can refer the case to the Collector to be adjudicated.

7. (i) True : As per the definition of Section 3 of the Transfer of Property Act, 1882, actionable claim includes all kinds of unsecured debts and beneficial interest in movable property which is not in the possession of claimant. Actionable claim can be transferred by execution of an instrument in writing signed by the transferor or his duly authorized agent.

(ii) True: As per the case of *Kesavananda Bharti v. State of Kerala* (AIR 1973 SCC 225). It was decided that the 24th Constitutional Amendment is entirely valid and that the Parliament can amend any part of the Constitution including Fundamental Rights. However, the basic structure or framework of the Constitution cannot be changed.

(iii) True : Under the Arbitration And Conciliation Act, 1996 parties to a dispute can by agreement appoint the Arbitrator who settles their dispute outside the court. The parties rely on the judgement of Arbitrator and show their willingness to accept the decision.

(iv) True : Section 468 in The Code Of Criminal Procedure, 1973 as quoted, says that – there is a bar to taking cognizance after lapse of the period of limitation.

(1) Except as otherwise provided elsewhere in this Code, no Court shall take cognizance of an offence of the category specified in sub- section (2), after the expiry of the period of limitation.

(2) The period of limitation shall be-

(a) six months, if the offence is punishable with fine only

(b) one year, if the offence is punishable with imprisonment for a term not exceeding one year;

(c) three years, if the offence is punishable with imprisonment for term exceeding one year but not exceeding three years.

(v) True : This is as per Section 10 of the Code of Civil Procedure, 1908 which deals with the doctrine of res sub judice. This doctrine helps in avoiding duplicity of cases, and prevents opposing judgements being reached in same matters (Section 10 of the Code of Civil Procedure, 1908). When such a case arises, generally a stay operates on the second or following suit.

(vi) True : Section 47 Sub-section (1) - Questions to be determined by the Court executing decree -

All questions arising between the parties to the suit in which the decree was passed, or their representatives, and relating to the execution, discharge or satisfaction of the decree, shall be determined by the Court executing the decree and not by a separate suit.

(vii) True : Section 19 of the Act provides for appeal provisions wherein in case the public authorities are not doing their work properly or not providing the information, an appeal may be preferred. Sec 19 of the Act provides two tier system of appeals- first appeal and second appeal. One may file a complaint with SIC/CIC against Public Authority, Public Information Officer [PIO] and First Appellate Authority [FAA] for enquiring and taking corrective steps in respect of majority of problems that the applicant may face in getting information to which he is entitled to under this act.

(viii) False : As per Section 93 Sub-Section (3), nothing contained in this section shall authorize any Magistrate other than a District Magistrate or Chief Judicial Magistrate to grant a warrant to search for a document, parcel or other thing in the custody of the postal or telegraph authority. It might however, be issued by a magistrate other than a District Magistrate or Chief Judicial Magistrate.

8(a) According to Section 24 of the Indian Evidence Act, 1872, any confession obtained under threat or inducement is inadmissible as evidence in criminal proceedings. Hence only a voluntary confession can be admitted as evidence. However, for the section to be applicable, the inducement or threat has to be given by a person in authority. In this case, the person conducting the enquiry, the police officer, urges the accused to make a confession, on the assurance that he will be let off. Hence, the situation comes within the coverage of this section and the confession made by the accused is inadmissible as evidence.

8(b)
The given problem is an illustration appended to Section 43 of Transfer of Property Act, 1882.
‘Doctrine of feeding the grant by estoppel’ covers the case of a person who leads another to believe that he is the owner of any property and transfers it to him for value. Later on, he is stopped from denying his ownership of the property and rejecting the transfer if he acquires the rights to that property subsequent to that transfer. This is covered in Section 43 of the Transfer of Property Act, 1882. The pre-requisites for this section to apply are –
The transferor should have led the transferee to believe that he is, in fact, the owner of that property.
The rights should have devolved on the transferor subsequently.
The transfer was in good faith and for value.
The transferee had no notice of the transferor’s real position at the time of transfer.
Hence, when the person desires to transfer an interest in property that he does not control at the time of transfer and subsequently acquires rights in that property, the property automatically goes into the hands of the bona fide transferee. This situation holds true if the transferee does not rescind the contract before the transferor acquires rights to the property. In this case, Chandan, not having rescinded the contract of sale may require Arun to deliver field Z to him.

Answer 8(c)
The Civil Procedure Code 1908, Section 20, tells about where suits are to be instituted - where defendants reside or cause of action arises.

Subject to the limitations aforesaid, every suit shall be instituted in Court within the local limits of whose jurisdiction-

(a) the defendant, or each of the defendants where there are more than one, at the time of the commencement of the suit, actually and voluntarily resides, or carries on business, or personally works for gain; or

(b) any of the defendants, where there are more than one, at the time of the commencement of the suit actually and voluntarily resides, or carries on business, or personally works for gain, provided that in such case either the leave of the Court is given, or the defendants who do not reside, or carry on business, or personally work for gain, as aforesaid, acquiesce in such institution; or

(c) the cause of action, wholly or in part, arises.

In this case, both Amit and Babita stayed together as husband and wife at Udaipur.

Moreover, the offence of cruelty is committed at Udaipur. Hence, Babita can file the suit for divorce in the court at Udaipur.