

MIZORAM PUBLIC SERVICE COMMISSION

COMPETITIVE EXAMINATIONS FOR RECRUITMENT TO THE POST OF JUNIOR GRADE OF MIZORAM LEGAL SERVICE (LAW OFFICER) UNDER LAW & JUDICIAL DEPARTMENT, GOVERNMENT OF MIZORAM. FEBRUARY, 2021

LAW PAPER - I

Time Allowed : 2 hours

Full Marks : 100

All questions carry equal mark of 1 each.

Attempt all questions.

- Under Article 12, 'the state' includes:
 - The Government and Parliament of India
 - Government and the Legislature of each of the States of India
 - All Local or other Authorities within the territory of India
 - All of the above
- When Parliament is not in session, the President can promulgate an ordinance which is to be ratified by the Parliament within
 - 6 weeks from the reassembly of Parliament
 - 6 months from the reassembly of the Parliament
 - 6 weeks from the date of issue of ordinance
 - 3 months from the date of issue of the ordinance
- If an offending provision can be severed from that which is constitutional then only the part which is offending is to be declared as void and not the entire statute is a doctrine of:
 - Harmonious Construction
 - Separability
 - Pith and substance
 - Eclipse
- Which of the following article provides that states should endeavour to prohibit the consumption of intoxicating drinks and drugs?
 - Article 43 B
 - Article 46
 - Article 47
 - Article 48
- The Right to Equality before law under Article 14 is subject to the restriction of,
 - Public order and morality
 - Reasonable classification
 - Reasonable restriction
 - Reasonable situation
- Right to Information is a part of the Fundamental Right to Freedom of Speech and Expression and the said right cannot be exercised without Right to Information:
 - This statement is true
 - This statement is false
 - This statement is argumentative
 - This statement is partly true and partly false
- Judicial Review function of the Supreme Court means the power to
 - Review the functioning of judiciary in the country
 - Undertake periodic review of the Constitution
 - Examine the constitutional validity of the laws
 - Review its own judgments
- The power of the President to grant pardon extends to the sentence by :
 - Court martial
 - Sentence of death
 - Both (a) & (b)
 - Neither (a) nor (b)

9. The President of India referred the Ayodhya issue to the Supreme Court of India under which Article?
- (a) 143 (b) 132
(c) 13 (d) 136
10. Which Amendment Act conferred on the Supreme Court the jurisdiction to transfer cases from one High Court to another?
- (a) 43rd (b) 45th
(c) 42nd (d) 39th
11. The collegium system in India is elucidated under the provision of:
- (a) Article 124 and 124-A (b) Article 216 and 217
(c) Both (a) & (b) (d) Neither (a) nor (b)
12. Article 129 and 215 provides that the Supreme Court and High Courts are Court of Record. A Court of Record means and includes:
- I. A court that can punish for contempt of its authority.
II. A court where proceedings are recorded and are conclusive evidence of that which is recorded.
III. A court that exercises the inherent power to protect contempt of the authority of subordinate courts.
IV. A court that can indict persons for contempt of the authority of tribunals.
- Select the correct answer from below:
- (a) Only I & II (b) Only I, II & IV
(c) Only I, II & III (d) All of the above
13. Article 21 protects not only the Right to Life and Personal Liberty of citizens from executive actions but also from legislative actions was held in:
- (a) R.D Shetty v. International Airport Authority (b) A.K Gopalan v. State of Madras
(c) Olga Tellis v. Bombay Municipal Corporation (d) Maneka Gandhi v. Union of India
14. Equal justice and free legal aid was inserted by which of the Constitution's Amendment?
- (a) 1st (b) 81st
(c) 44th (d) 42nd
15. Under Preventive Detention Law, a person can be detained for a period of _____ months:
- (a) 2 (b) 3
(c) 6 (d) 12
16. 'Right to counsel' is a fundamental right specifically chalked out under:
- (a) Equality before law
(b) Protection of life and personal liberty
(c) Protection against arrest and detention in certain cases
(d) Protection in respect of conviction for offenses.
17. No person shall be prosecuted and punished for the same more than once is a doctrine of :
- (a) Ex-post facto law (b) Double jeopardy
(c) Self incrimination (d) None of the above
18. In Which of the following cases did the Supreme Court held that the Preamble is not part of the Constitution?
- (a) A.K Gopalan case (b) Berubari case
(c) Balaji case (d) Minerva Mills case

19. A law which provided for value based education to school children on the basis of religion was challenged in:
- (a) Bijoe Emmanuel v. State of Kerela (b) Mohd. Hanif Quareshi v. State of Bihar
(c) Aruna Roy v. Union of India (d) S.R Bommai v. Union of India
20. Special Leave to Appeal maybe granted by the Supreme Court under Article ____ of the Constitution:
- (a) 32 (b) 226
(c) 136 (d) 13
21. Provisions for reservation in education for Scheduled Tribe and Scheduled Caste was inserted by the Constitution's _____ Amendmment:
- (a) 1st (b) 86th
(c) 93rd (d) 44th
22. Acts and Rules regulating the conditions of service of persons appointed to public services and posts of the Union or State are made under:
- (a) Article 239 (b) Article 162
(c) Article 311 (d) Article 309
23. Administrative control over district courts and courts subordinate thereto is vested in:
- (a) The Chief Justice of India (b) The Governor
(c) The High Court (d) The District & Sessions Judge.
24. To protect and improve the natural environment including forests, lakes, rivers and wild life and to have compassion for living creatures is a fundamental duty enshrined in Article 51A, sub-clause :
- (a) a (b) c
(c) d (d) g
25. Directives Principles are:-
- (a) Not Justifiable but fundamental in the governance of the country
(b) Justifiable but not as fundamental rights
(c) Decorative portion of the Indian constitution
(d) Justifiable as fundamental rights
26. In order for a decision in a former suit to operate as res judicata, the court that decided the former suit must have been?
- I. A civil court of competent jurisdiction
II. A court of exclusive jurisdiction
III. A court of concurrent jurisdiction 'competent to try the subsequent suit'
IV. A court of limited jurisdiction competent to try the issue raised in the subsequent suit
- (a) Either I or III (b) Either II or III
(c) Either III or IV (d) All of these
27. On the failure to file a written statement under order VIII Rule 10 of CPC, the court may
- (a) Pass any order as the Court may deem fit (b) Proceed to record evidence
(c) Pronounce judgment at once (d) Any of the above
28. Section 115 applies only when:
- (a) When there is error in fact (b) When there is error in jurisdiction
(c) When there is error in law (d) When there is error in decision

29. Where can a suit for damages for breach of contract be filed:
- I. where the contract was made
 - II. where the contract was to be performed
 - III. anywhere in India
 - IV. where the breach occurred
- (a) I and II (b) I, II and IV
(c) all of the above (d) I, II and III
30. If a right or a liability is created by a statute, which of the following is applicable?
- (a) The statute may constitute a specific forum for adjudication of any dispute that may arise out of the statute.
 - (b) If no adjudicative machinery is provided, civil courts can entertain the suits aside from those of which cognizance is expressly barred
 - (c) Both (a) & (b)
 - (d) None of these
31. Under which section of CPC option for settlement of disputes is provided outside the court
- (a) 80(1) (b) 89(2)
(c) 89(1) (d) 80(2)
32. Decree-holder is:
- (a) Any person in whose favour a decree has been passed
 - (b) An order capable of execution has been made
 - (c) Either (a) or (b)
 - (d) None of these
33. The term "Revision" means
- (a) A re-examination or careful reading of a case for the purpose of correction or improvement
 - (b) A factual change of trial Court decision
 - (c) None of the above
 - (d) Both (a) & (b)
34. A agrees to sell his property to B for Rs. 2,000 to be paid to A on the execution of the conveyance. The purchase-money payable to A is not a 'debt' owed to him by B until the conveyance is executed.
- (a) It can be attached before the execution of the conveyance in execution of a decree against
 - (b) It cannot be attached before the execution of the conveyance in execution of a decree against A
 - (c) Either (a) or (b)
 - (d) None of these
35. Where it appears to the Court that any cause of action joined in one suit cannot be conveniently tried or disposed of together the Court may
- (a) Order separate trials (b) Transfer case to another Court
 - (c) Dismiss the suit (d) None of the above
36. Plea of res-judicata:
- (a) Has to be specifically raised (b) Need not be specifically raised
 - (c) Is for the court to see of its own (d) Neither (a) nor (b) but only (c)
37. A caveat is valid for how many days
- (a) 90 days (b) 60 days
 - (c) 30 days (d) 45 days

- 38.** On production of a certified copy of the foreign judgment, the presumption as to the competency of the court, under section 14 of CPC is a:
- (a) Presumption of fact
 - (b) Presumption of fact & law
 - (c) Rebuttable presumption of law
 - (d) Irrebuttable presumption of law.
- 39.** As per Order VI, Rule 18, of C.P.C. A party allowed amendment must amend the pleading within
- (a) 10 days
 - (b) 14 days
 - (c) 18 days
 - (d) 20 days
- 40.** Under section 15 of CPC, every suit shall be instituted in:
- (a) the court exercising jurisdiction where the case of action arose
 - (b) the court of the lowest grade of competent jurisdiction
 - (c) the court of higher grade of competent jurisdiction
 - (d) all the above
- 41.** Interpleader suit means
- (a) Where two or more persons claim adversely to one another the same debt, sum of money, or other property from third person.
 - (b) where two or more persons claim adversely to each other the same debt, sum of money or other property
 - (c) Both (a) & (b)
 - (d) None of the above
- 42.** A suit to set aside a decree on the ground of lack of territorial jurisdiction is barred under section _____ of the Code of Civil Procedure:
- (a) 21
 - (b) 21A
 - (c) 22
 - (d) 23
- 43.** Which one of the following properties is liable to attachment and sale in the execution of a decree?
- (a) Right to future maintenance
 - (b) A promissory note
 - (c) Book of account
 - (d) A right of personal service
- 44.** When after being directed, a Plaintiff fails to present as many copies of the plaint as there are defendants and requisite fees for service of summons, the Court shall:
- (a) Return the plaint
 - (b) Reject the plaint
 - (c) Impose cost
 - (d) Pass other appropriate order
- 45.** Miscellaneous proceedings are dealt under which of the following in the Code of Civil Procedure?
- (a) Section 140
 - (b) Section 103
 - (c) Section 132
 - (d) Section 141
- 46.** A delivers properties X, Y and Z to B after executing three sales of Rs. 1,00,000/-, Rs. 1,50,000/- and 3,00,000/- respectively. B refuses to pay. A files a suit uniting the three causes of actions into one suit. The jurisdiction of the Court as regards the suit shall depend on:
- (a) The aggregate of the subject matters of the suit on the date of institution.
 - (b) The value of that subject matter of the suit that is highest in value when the cause of action first arose.
 - (c) Either (a) & (b)
 - (d) None of the above

47. A commission for local investigation may be issued to:

- I. Ascertain the market value of a suit property.
- II. Discovery and preparation of inventory of documents.
- III. Elucidate any matter in dispute.
- IV. Service of summons.

Select the correct answer from below:

- | | |
|-------------|-----------------------|
| (a) I & III | (b) None of the above |
| (c) II & IV | (d) All of the above |

48. The provision which says that a suit is bad for non-joinder of a necessary party is given in:

- | | |
|-----------------------|----------------------|
| (a) Order 1, Rule 10 | (b) Order 1, Rule 9 |
| (c) Order 1, Rule 10A | (d) Order 1, Rule 11 |

49. Preliminary issues are and include:

- I. Issue of jurisdiction.
- II. Mis-joinder of necessary parties.
- III. Statutory bar of suit.
- IV. Entering of documents relied on.

Select the correct answer from below:

- | | |
|--------------|-------------|
| (a) I & II | (b) III & I |
| (c) II & III | (d) IV & I |

50. A person against whom summons has been issued may be compelled under Sec. 32 of C.P.C. to attend by—

1. Issue of a warrant for arrest
2. Attachment and sale of his property
3. Imposing a fine
4. Ordering him to furnish security for his appearance

Select the correct answer with the help of the code given below—

Code:

- | | |
|-------------------|-------------|
| (a) 1 and 4 | (b) 3 and 4 |
| (c) 1, 2, 3 and 4 | (d) 2 and 4 |

51. Under the provisions of the Transfer of Property Act, 1882, the seller is duty bound to disclose:

- | | |
|------------------------------------|------------------------------------|
| (a) Patent defects in the property | (b) Latent defects in the property |
| (c) Both (a) & (b) | (d) Neither (a) nor (b) |

52. Doctrine of Part-performance can be used by the transferee as a defence –

- | | |
|---|--------------------|
| (a) True | (b) False |
| (c) And also gives the transferee the right of action | (d) Both (a) & (c) |

53. Under the Transfer of Property Act, 1882, vested interest is_____.

- | | |
|---|---|
| (a) Defeated by the death of the transferor | (b) Defeated by the death of the transferee |
| (c) Either or both (a) & (b) | (d) Neither (a) nor (b) |

54. Tests for determining whether a thing is movable or immovable property are –

- | | |
|----------------------------------|---------------------------|
| (a) Degree or mode of annexation | (b) Purpose of annexation |
| (c) Both (a) & (b) | (d) Neither (b) nor (a) |

55. Every transfer of immovable property made with intent to defeat or delay the creditors of the transferor shall be-

- | | |
|--------------|------------------|
| (a) Voidable | (b) Not voidable |
| (c) Void | (d) Illegal |

- 56.** To attest means-
- (a) To sign and witness any fact
 - (b) A person has signed the document by way of testimony
 - (c) Both (a) & (b)
 - (d) Neither (a) nor (b)
- 57.** Under the Transfer of Property Act, an unborn person acquires vested interest on transfer for his benefit.
- (a) Upon his birth
 - (b) 7 days after his birth
 - (c) 12 days after his birth
 - (d) No such provision is made
- 58.** For the purpose of the transfer of property, living persons includes-
- (a) Company
 - (b) Association
 - (c) Body of individuals
 - (d) All of the above
- 59.** Transfer of Spes Succession is:
- (a) Valid
 - (b) Void
 - (c) Voidable
 - (d) Either (a) or (b)
- 60.** Unsecured debt is –
- (a) An actionable claim
 - (b) Not an actionable claim
 - (c) Movable property
 - (d) Immovable property
- 61.** The foundation of the Doctrine of Election under the Transfer of property Act, is that the person taking the benefit of an instrument;
- (a) Must bear the burden
 - (b) Must not bear the burden
 - (c) Burden is not the subject of election
 - (d) None of the above
- 62.** A transfers his property with a condition that B shall never sell it. This condition is-
- (a) Void
 - (b) Valid
 - (c) Voidable
 - (d) Valid at the option of the transferee
- 63.** B mortgages a one storey house to A. The mortgage is in form of usufructuary mortgage. During the duration of mortgage, A without the permission of B, constructs two more floors, and rented them out. At the time of redemption of the property which of the following statement will apply?
- (a) A is entitled to set out the rent received on the two floors constructed by him, against the amount spent for construction
 - (b) A is entitled to recover the cost of additional construction from B
 - (c) A is entitled to recover the cost of additional construction from B, or in case of default to destroy the construction done by him
 - (d) None of these
- 64.** Partition is a transfer of property-
- (a) True
 - (b) False
 - (c) Only if the parties are Hindus
 - (d) Only if the transfer is conveyed in an instrument of conveyance
- 65.** Which of the following can be considered implied surrender of the lease?
- (a) Non acceptance of a new lease taking effect during the continuance of the existing lease
 - (b) Abandonment of possession by the lessee
 - (c) A surrender by one of the two joint lessee's, implied surrender on the part of second lessee
 - (d) None of these

66. Jumma Masjid v. K Deviah is a case relating to –
- (a) Estoppel (b) Spes successionis
(c) Part performance (d) Mortgage
67. According to the provisions of the Transfer of Property Act, 1882, easements:
- (a) Can be transferred
(b) Cannot be transferred
(c) Cannot be transferred apart from the dominant heritage
(d) Can be transferred apart from the dominant heritage
68. A condition that a transferee shall not transfer property by way of gift is –
- (a) Absolute restraint (b) Partial restraint
(c) Valid (d) Void
69. In which of the following conditions can lease be terminated.
- (a) Efflux of time (b) On termination of lessor's interest or power
(c) On Merger (d) All of the above
70. A makes a gift to B of Rs.100 to be paid to him on the death of C. B's interest is –
- (a) Vested (b) Contingent
(c) Void (d) Voidable
71. A suit to obtain a decree that a mortgagor shall be absolutely debarred of his right to redeem the mortgaged property is called
- (a) Implied redemption (b) Foreclosure or sale
(c) Redemption (d) None
72. A vested interest is not defeated by the death of the transferee before he obtains possession-
- (a) This statement is true (b) This statement is false
(c) Void (d) Voidable
73. The term "Good Faith" in section 51 of the Transfer of Property Act is used in the light of:
- (a) The sale of Good Act 1930 (b) General Clauses Act 1897
(c) Indian Registration Act 1908 (d) Specific Relief Act, 1963
74. Exception to the rule against perpetuity is illustrated in the case –
- (a) R.Kempuraj v. M/S Button Son & Co. (b) Tulk v. Moxhay
(c) Girijesh Dutt v. Data Din (d) Ram Newaz v. Nankoo
75. The case that illustrates that a transferee in order to take the advantage of the doctrine of part performance should be willing to perform his part of the contract is –
- (a) Walsh v Lonsdale (b) Juhar Mal v. Kapoor Chand
(c) Ram Chander v. Maharaj Kunwar (d) Acharyya v. Venkata Subha Rao
76. Which of the following statements are true?
- I. Minor's contract can be ratified on attaining majority
II. Minor's contract cannot be ratified on attaining majority
III. Minor's contract can be ratified jointly by both the parties to the contract
IV. Minor is not liable under minor's contract
- (a) I and III (b) II and IV
(c) I and II (d) II and III

77. Communication of acceptance is complete as against the proposer:
- (a) When it come to the knowledge of the proposer
 - (b) When it is put in course of transmission to him so as to be out of power of the acceptor
 - (c) When the acceptance is communicated to the proposer
 - (d) All the above
78. Benefits received by A under a void contract with B.
- (a) A is liable to restore the benefits to the party from whom benefits are received
 - (b) A is not liable to restore the benefits to anyone
 - (c) A is liable to restore the benefits to a third party
 - (d) A is liable to surrender the benefits to the state
79. Arrange the following concepts in sequence in which they appeared:
- I. Offer by x to y
 - II. Undue influence of x over y
 - III. Demand of damages by y from x
 - IV. Acceptance of offer by y
- (a) I, II, III, IV
 - (b) I, IV, III, II
 - (c) II, I, IV, III
 - (d) II, IV, I, III
80. *Peek Vs Gurney* is a famous case relating to:
- (a) Mistake
 - (b) Fraud
 - (c) Misrepresentation
 - (d) Frustration of contract
81. Which of the following statements is true?
- (a) In India, consideration must follow..... from promise only
 - (b) In India, consideration must follow..... from only promisor or only promisee
 - (c) In India, consideration must follow..... from promisor or any other person
 - (d) In India, consideration must follow..... from promisee or any other person
82. In what way indemnity differ from guarantee?
- (a) In indemnity there are two persons and in guarantee there are three
 - (b) Indemnity liability arise at a future date but in guarantee it arises from the beginning.
 - (c) Both (a) & (b)
 - (d) None of the above
83. A intending to deceive B, falsely represents that five hundred munds of indigo are made annually at A's factory and thereby induces B to buy the factory
- (a) The contract is valid as long as not avoided by B
 - (b) The contract is voidable on the part of B
 - (c) The contract is voidable to both A and B part
 - (d) Both (a) & (b)
84. An acceptance given by post
- (a) Can be revoked at any time
 - (b) Cannot be revoked at all
 - (c) Can be revoked even if it comes to the knowledge of the proposer
 - (d) Can be revoked if it does not reach the proposer

85. The contract of guarantee is a contract in which a person perform the promise or discharge the liability of
- (a) The contractor
 - (b) Stranger
 - (c) Third person
 - (d) None of these
86. The suggestion as a fact of that which is not true by one who does not believe it to be true and the active concealment of a fact by one having knowledge or believe of the fact is called
- (a) Cheating
 - (b) Fraud
 - (c) Misrepresentation
 - (d) None of above
87. Assertion (A) : Collateral transactions to wagering agreements are valid
Reason (R) : Only wagering agreements are declared void under section 30 of the Indian Contract Act
- (a) (A) is true but (R) is false
 - (b) (A) is false but (R) is true
 - (c) Both (A) and (R) are true but (R) is not the correct explanation of (A)
 - (d) Both (A) and (R) are true but (R) is the correct explanation of (A)
88. Surety on payment or performance of his liability against the principal debtor
- (a) Has rights of subrogation
 - (b) Has rights like the creditor has against the principal debtor
 - (c) Both (a) & (b)
 - (d) Either (a) or (b)
89. A counter offer is:
- (a) An invitation to offer
 - (b) A rejection of offer
 - (c) An acceptance of offer
 - (d) A conditional acceptance
90. An agreement which is enforceable by law at the option of one or more of the parties there to but not at the option of other or others is
- (a) A void contract
 - (b) A voidable contract
 - (c) A valid contract
 - (d) All of above
91. Quasi contract emerged from:
- (a) Assumpsit
 - (b) Indebitatus assumpsit
 - (c) Non-feasance
 - (d) Mis-feasance
92. Agreement between A and B is void when:
- (a) Consent of party was caused by coercion
 - (b) Both parties were under mistake as to a fact essential to the agreement
 - (c) Consideration in the contract is inadequate
 - (d) Consent was given under mistaken conception as to the value of the subject matter of the contract
93. The issue in Paradine v. Jane was:
- (a) Mistake
 - (b) Fraud
 - (c) Frustration
 - (d) Undue influence
94. In order to convert a proposal into a promise the acceptance must be
- (a) Conditional
 - (b) Unconditional
 - (c) Absolute
 - (d) None of above

- 95.** Assertion (A) : Partial acceptance is not acceptance
Reason (R) : Acceptance must be absolute and unconditional
- (a) Both (A) and (R) are correct (b) Both (A) and (R) are wrong
(c) (A) is correct but (R) is wrong (d) (R) is correct but (A) is wrong
- 96.** In which of the following does 'undue influence' not exist?
- (a) When the dominating party holds real or apparent authority
(b) When the person's mental capacity is affected because of bodily distress
(c) When a person threatens another to commit suicide
(d) When the party holds fiduciary relationship
- 97.** Contract becomes impossible of performance if:
- (a) The goods are not available in the market
(b) Workers are on strike
(c) Subject matter of the contract was destroyed at the time of the contract
(d) Money is not available
- 98.** The latest theory of contract is:
- (a) Will theory (b) Theory of enforceability
(c) Purpose theory (d) Fides facta
- 99.** A appoints B as his agent by way of Power of Attorney, this is an example of,
- (a) Express contract (b) Implied Contract
(c) Tatic contract (d) Unlawful contract
- 100.** In a wrestling match, A tells B that wrestler no.1 will win. B challenges the statement of A. They bet with each other over the result of the match. This is:
- (a) Unlawful agreement (b) Wagering agreement
(c) Contingent contract (d) Voidable contract

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