

SCHOOL OF LAW
HAMDARD INSTITUTE OF LEGAL STUDIES & RESEARCH (HILSR)
JAMIA HAMDARD, NEW DELHI
End Semester Theory Examination, May/June 2024
B.A.LL.B. VIIIth Semester
Subject: Code of Civil Procedure-II and Limitation Act (B.A.LL.B –802)

Time: 3 Hours

Maximum Marks: 75

Instructions

- I. Write your Roll Number on the top immediately on receipt of this question paper.*
- II. Attempt five questions selecting one from each Unit. All questions carry equal marks.*

UNIT I (15 Marks)

1. In January 2021, Mr. Suraj booked a flat in Dehradun with Best Builders Pvt. Ltd. At the time of the Buyer-Builder Agreement, which was executed at the registered office of Best Builders Pvt. Ltd. in CR Park, New Delhi, it was promised that the flat will be complete by March 2022. At the time of signing the said agreement, Mr. Suraj paid Rs 35,00,000/- to Best Builders Pvt. Ltd. It is pertinent to note that the said agreement contained the following clause:

“All disputes arising out of this agreement shall be subject to jurisdiction of Civil Courts of Dehradun”

However, the flat was not complete till December 2022. From December 2022-March 2023, Mr. Suraj sent repeated reminders in this respect but to no avail. Finally in May 2023, he wrote to Best Builders Pvt. Ltd for refund of his money and to cancel his allotment, but to no avail. Finally, in December 2023, Mr. Suraj approached Saket Courts, Delhi for a refund of his money. After service of summons, Best Builders Pvt. Ltd. entered appearance and immediately filed an application under Order VII Rule 10 contending that Saket Courts at Delhi do not have territorial jurisdiction since the flat that was booked was situated in Dehradun. This application was opposed by Mr. Suraj on the ground that cause of action has arisen at Delhi and the agreement does not have an exclusive jurisdiction clause, the Court at Saket, Delhi has the requisite jurisdiction to decide the matter. As a judicial officer presiding over the said matter, how would you decide the Application under Order VII Rule 10 filed by the defendant herein?

OR

2. What do you understand by the term ‘Written Statement’? Explain the timeline to file written statement in ordinary and commercial suits. Substantiate with case laws. **(10 Marks)**
Write a short note on difference between ordinary suit and summary suit. **(5 Marks)**

UNIT-II (15 Marks)

3. Explain the procedure of filing suit by or against the Government. In what situation, a suit against government may be instituted without issuing the notice u/s 80 CPC ? **(10 Marks)**
Explain the role and appointment of a receiver under CPC. **(5 Marks)**

OR

4. What is attachment before judgment? Discuss the provisions relating to powers of court for such attachment? **(10 Marks)**
Write a short note on suit by indigent persons. **(5 Marks)**

UNIT-III (15 Marks)

5. Explain the provisions of Appeal from Original Decree, Appeal from Appellate Decree and Appeal from Orders under CPC.

OR

6. What do you understand by Execution under CPC? What are the provisions that govern Execution? Explain arrest, attachment and sale as modes of execution.

UNIT-IV (15 Marks)

7. Write short notes on:
i. Suits relating to public charities/trust
ii. Interpleader Suits

OR

8. Write short notes on:
i. Suits relating to public nuisance
ii. Suits by or against firms

UNIT-V (15 Marks)

9. Write a short note on:
i. ‘Sufficient Cause’ as per Section 5 of the Limitation Act.
ii. Concept of Laches

OR

10. What do you understand by time barred acknowledgment of debt under the law of limitation Contract Act. How are Sections 18-19 of Limitation Act different from Section 25(3) of Indian Contract Act? Discuss. Substantiate your answer with cases.
