


Name: Enrolment No:	
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UNIVERSITY OF PETROLEUM AND ENERGY STUDIES
End Semester Examination, December 2022

Course: Code of Civil Procedure and Law of Limitation III Program: LLB hrs. Course Code: CLCC2029 100	Semester: Time: 03 Max. Marks:
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Instructions: All questions are compulsory.

SECTION A
(5Qx2M= 10 Marks)

S. No.		Marks	CO
Q 1	Define the term Written Statement.	02	CO1
Q 2	The mode of ADR was laid down in S. 151 of CPC, 1908. (TRUE/FALSE)	02	CO1
Q 3	State the difference between Judgment- Debtor and Decree Holder.	02	CO1
Q 4	What is a Representative Suit?	02	CO1
Q 5	Define the term, Suit.	02	CO1

SECTION B
(4Qx5M= 20 Marks)

Q 6	Elaborate on Temporary Injunctions under CPC, 1908.	05	CO2
Q 7	Discuss the Suits filed by Indigent Persons.	05	CO2
Q 8	Elaborate on the difference between Reference, Review & Revision.	05	CO2
Q 9	Elaborate on the law of Condonation of Delay as under Limitation Act, 1963.	05	CO2

SECTION C
(2Qx10M= 20 Marks)

Q 10	Discuss the differences between Judgement, Order & Decree.	10	CO3
Q 11	Explain the law relating to First and Second Appeals as provided under C.P.C. 1908 with the help of relevant case laws and provisions.	10	CO3

SECTION D (2Qx25M= 50 Marks)			
Q 12	<p>An A.S.I. was dismissed from service by the D.I.G. He challenged the said decisions by filing a writ petition in the High Court on the ground that he was not afforded a reasonable opportunity. The writ petition was dismissed. He then filed a civil suit and raised an additional plea that he was appointed by the I.G.P. and therefore D.I.G. being lower in rank, was not competent to pass an order against him.</p> <p>a) Whether the provision of Res-judicata will be applicable on writ petitions? (05 Marks)</p> <p>b) Considering the given problem, discuss the relevant provision dealing with the concept of Constructive Res-Judicata under CPC. (10 Marks)</p> <p>c) Cite the relevant case laws dealing with the above-mentioned problem. (10 Marks)</p>	25	CO4
Q 13	<p>Mr Ajeet, a well-known builder of Dehradun and Mr Sushil entered into a registered Agreement to sell for the sale and purchase of a flat. As per the terms of the agreement, Mr Ajeet was required to sell the flat located in Dehradun and in return, he will get Rs 55 lakh as consideration amount. Mr Sushil had paid Rs 10 lakh as earnest money to book the flat and had promised to pay the remaining consideration amount at the time of execution of the sale deed in favor of Mr Sushil.</p> <p>After committing to Mr Sushil, Mr Ajeet had discussions with 2 other buyers who were offering Rs 65 lakh for the same flat. On the day of execution of the sale deed, Mr Ajeet refused to execute the sale deed and stated that he is ready to return Rs 10 Lakh.</p> <p>Aggrieved by this refusal, Mr Sushil with your assistance instituted the suit against Mr Ajeet.</p> <p>However, he had an apprehension that Mr Ajeet might sell this property to some other buyer. Being his lawyer, suggest an appropriate remedy to Mr Sushil for the protection and preservation of the subject matter.</p>	25	CO4