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**PRESIDENCY UNIVERSITY, BENGALURU**  
**SCHOOL OF LAW**

Max Marks: 40

Max Time: 180 Mins.

Weightage: 40 %

**END TERM FINAL EXAMINATION**

I Semester AY 2017-2018 Course: **LAW116 Civil Procedure Code and Limitation Act** 19 DEC 2017

**Instructions:**

- i. Write legibly

**Part A**

**(5Qx2M=10 Marks)**

1. What is an Appeal?
2. What is Reference?
3. What is Caveat?
4. What is an Affidavit?
5. What is a Decree?

**Part B**

**(2Q =15 Marks)**

6. Distinguish between Review and Revision.
7. Distinguish between set-off and counter-claim.

**[7 Marks]**

**[8 Marks]**

**Part C**

**(1Qx15 M =15 Marks)**

Read the following passage and answer the question below:

The case under consideration concerns Susan, who is a self-employed painter and decorator and a painting firm known as "Paintplus". Susan had bought a cottage in a coastal area and had sought help from an assistant at the Paintplus store in recommending a heavy duty masonry paint that would withstand the harsh climate changes evident on a coastal area and a brand of wipeclean paint that would be suitable for interior use in a wet area (the bathroom). The assistant at Paintplus recommended their own brand of masonry paint (Everlast) because it was the cheapest available. Susan checked the description on the tin and agreed that the paint appeared to be suited to her requirements. When asked about the bathroom paint the sales assistant told Susan that internal paints were not his speciality, but he had heard other customers comment favourably about a product known as "Cleaneasy". The store had some tins of Cleaneasy going at half price because the written description about the product had become detached from the tins some time previously so the tins

were being sold without this documentation. Susan did ask the sales assistant if there was anything that she should know about the paint that might have been written on the leaflet and the sales assistant said, [quote] “its standard paint so just slap it on”. Over time Susan had problems with both paint types she had purchased from Paintplus. The masonry paint was easy to apply and withstood the harsh climate of winter, but over the summer months the temperatures were “unprecedented” and the paint started peel from the walls. The render under the paint was damaged through this and Susan had to employ a building professional to knock of the remaining render and paint, and then re-render and repaint the entire outside of the cottage. Susan did not have much luck with the Cleaneasy paint either. While she was applying the paint some of it dropped on her skin and she suffered an allergic reaction to the paint. She needed medical treatment and was off work for three weeks because of this reaction. She also lost a major decorating contract because of her illness. Later investigations about the description that should have been on the tin when she bought it declared that if [quote] “any person suffering from skin complaints or sensitivities should refrain from using this product”.

8. Ms. Susan instituted a suit against the painting firm by filing a plaint through her lawyer. Now, the defendant has to be summoned to the court to answer the claims of the plaintiff. Explain the rules relating to issue and service of summons to the defendant under the Civil Procedure Code, 1908 in the light of the above case?



# PRESIDENCY UNIVERSITY, BENGALURU

## SCHOOL OF LAW

Max Marks: 30

Max Time:120 Mins

Weightage: 30 %

### 2015 BBA, LL.B (H) V Semester MID SEMESTER EXAMINATION

I Semester AY 2017-2018 Course: **LAW116 Civil Procedure Code and Limitation Act** 09 OCT 2017

#### Instructions:

- i. Write legibly

#### Part A

Read the excerpts of a judgment given below and answer the questions that follow: (2Q x 5 M= 10 Marks)

The appellant deposited with the Respondent a sum of Rs. 10,00,000 for a period of 90 days on interest @ 19% p.a. The date of maturity of the said deposit was 3.10.2013. The deposit receipt contained an endorsement 'Subject to Anand jurisdiction.' (Anand is in Gujrat). The Respondent failed to pay the amount on maturity and requested the appellant to continue the said deposit till the end of November 2013 and handed over 5 postdated cheques for Rs. 2,00,000 each. A cheque for interest was also given. All these cheques were drawn on a Bombay Bank. Since these cheques bounced back the appellant filed before the High Court of Bombay a summary suit against the Respondent for recovery of the amount with interest.

The Respondent contested the suit on the ground of jurisdiction. It also contested the claim for interest after maturity on the ground that interest ceased on maturity. The Single Judge who heard the matter decreed the suit in favour of the appellant for a sum of Rs. 10, 00,000/- with interest. The Respondent preferred an appeal on the ground of lack of jurisdiction of the High Court and the Division Bench allowed the same and dismissed the suit.

1. Decide whether the Bombay High Court has Jurisdiction?
2. What are the remedies available to the appellant after the decision of the Division Bench?

#### Part B

(2 Q x 5 M= 10 Marks)

3. Explain the Doctrine of *Res Judicata*
4. What are suits of civil nature?

#### Part C

(5 Q x 2 M= 10 Marks)

5. What is *Mesne Profit*?
6. What is Pleading?
7. What is a Decree?
8. What is Adjective Law?
9. What is Waiver of *Res Judicata*?