

GUJARAT NATIONAL LAW UNIVERSITY
SILVASSA CAMPUS
Course: Law of Civil Procedure and Limitation
Semester- V (Batch: 2023-28)

End Semester Examination: October - November 2025

Date: 28th October 2025

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- Do not write anything on the question paper.
- The respective marks for each question are indicated in-line.
- Indicate the correct question numbers in front of the answer.
- No questions or clarification can be sought during the exam period; answer as it is, providing a reason if applicable.
- Word Limit: 10 Marks: Min.: 500; 5 Marks: Min.: 250
- The paper consists of two parts: Part A and Part B. Students are required to attempt at least one question from each part and answer a total of five questions.

PART A (Law of Civil Procedure) (Attempt any Four)	Marks
<p>Q.1 Write a short note on any two of the following: -</p> <p style="margin-left: 40px;">a. Difference between Judgment and Decree</p> <p style="margin-left: 40px;">b. Mesne Profits</p> <p style="margin-left: 40px;">c. Rejection of Plaintiff</p> <p style="margin-left: 40px;">d. Difference between Reference and Review</p>	<p>5*2 (10)</p>
<p>Q.2 'A' files an election petition against 'B' challenging the election of 'B' before the Election Tribunal. After due service of summons, 'B' files his counter and remains absent. The Tribunal conducts the proceedings <i>ex-parte</i> and adduces the evidence of the petitioner and three of his witnesses. 'B' appears before the Tribunal and seeks permission to participate in the proceedings. The Tribunal did not give permission to 'B' to take any part in the proceedings because the Tribunal said that it was proceeding <i>ex-parte</i> at that stage. Whether the act of Tribunal is justified? Discuss and decide in the light of a relevant case law. Presume that the Code of Civil Procedure, 1908, (CPC), is applicable to these proceedings.</p>	<p>(10)</p>
<p>Q.3 Can temporary injunctions be granted under Section 151 of the Code of Civil Procedure, 1908? Answer with case laws.</p>	<p>(10)</p>
<p>Q.4 In a summary suit between 'A' and 'B', the defendant 'B' applied for leave to defend before the Court. The trial judge held that the defence raised by the defendant definitely raises a triable issue but he went further and asked the defendant to submit on record the material by which he will prove his defence during the trial. Is it justified on the part of the trial judge? Discuss the provisions dealing with summary procedure and give a brief description as to how the law relating to leave to defend has travelled from Mechalec Engineers case to IDBI Trusteeship Service Pvt. Ltd case.</p>	<p>(10)</p>

- Q.5 'X' and 'Y' are partners in an unregistered partnership firm, ABC & Co. The firm has to recover a sum of Rs. 1,00,000 from 'Z'. 'X' files a recovery suit in the name of the firm. 'Z' raises a preliminary objection that the suit is not maintainable as the partners are not impleaded as plaintiffs in the suit. Thereafter, 'X' and 'Y' move an amendment application to add their names as plaintiffs. Can this amendment application be allowed by the Court? What if the amendment application is preferred after the commencement of the trial? Discuss with the help of statutory provisions and case laws. (10)

PART B (Limitation Act)

- Q.6. Ram and Shyam entered into a contract on 1st January 2015. Shyam was to deliver 100 units of laptops by 1st January 2016 to Ram for 50 lakh rupees. The following were terms of payment: (10)
- a) Ram shall make an advanced payment of Rs. 10 lakhs.
 - b) Ram shall make payment for 50 units on the delivery.
 - c) Shyam agreed to give remaining 50 units on credit to Ram at the interest of 5% per annum payable by 1st January 2018.

Ram made an advance payment of 10 lakhs on 2nd January 2015. Shyam only delivered 50 laptops by 1st January 2016. Ram did not pay the outstanding Rs. 15 lakhs for the delivered units.

On 1st January 2019, Ram filed a suit for breach of contract and compensation for loss against Shyam claiming 50 lakhs as damages. Shyam filed a written statement on 15th January 2019 along with a counterclaim for breach of contract by Ram as he did not pay outstanding of Rs. 15 lakhs.

The suit was decreed in favor of Shyam on 1st April 2022. It was written in the judgment which was passed along with decree that if Ram wishes to file an appeal in the High Court, he may do so within 120 days. When Ram was going to file the appeal on 1st August 2022, he met with an accident. He was hospitalized for 13 days. The courts were closed on 15th August 2022. On 16th August 2022, he filed his appeal claiming the following:

- a) The condonation of delay for filing appeal later than the prescribed period.
- b) The trial court erred in the decree as counterclaim by Shyam was barred by limitation.

Decide the appeal.

[Period of Limitation for a suit for compensation for breach of contract – 3 years from the date of breach of contract. (Article 55)

Period of Limitation for civil appeal to High Court – 90 days from the date of the decree. (Article 116)]

