

Law Assistants Exam Question Bank

(6500-10500)

PART – A

Objective type (short answers)

[Out of the alternatives, in order of preference, the correct answer, nearest correct answer or more appropriate right answer to be selected]

1. Before 1997, an appeal against the order of CAT had to be filed before:
 - a) High Court
 - b) Principal Bench
 - c) Supreme Court
 - d) None.

2. Limitation prescribed under AT Act, for filing case before CAT is
 - a) six months
 - b) One year
 - c) one year six months
 - d) three years.

3. An aggrieved employee, after submitting representation to Rly. Admn. Has to normally wait for _____ before filing case before CAT.
 - a) six months
 - b) One year
 - c) two years
 - d) three years

4. Sexual harassment of women at working place has been included in the conduct rules as Rule 3C. This has been included after the judgement of Supreme Court in:
 - a) Indira Sawaney
 - b) Vishaka Vs.State of Rajasthan
 - c) Shabano's case
 - d) none of the above

5. Appointing authority in relation to a Railway Servant means:
 - a) an authority who actually appointed him
 - b) equal or higher authority empowered to make appointments to the post

c) any other authority

d) a&b only

6. RS (D&A) Rules are not applicable to:

a) any member of All India Services

b) RPF personnel

c) any person in casual employment

d) all of the above.

7. Which of the following not amounts to penalty:

a) Discharge of Railway servant for inefficiency due to failure to confirm to the requisite standard of physical fitness

b) Discharge of Railway servant on reduction of the establishment

c) Both a &b

d) None of the above.

8. Report of fact finding enquiry when to be supplied to charged employee:

a) Always

b) Not necessary

c) When it is a listed document

d) None of the above

9. Under rules who can not act as Defense Helper:

a) Railway servant of lower rank

b) An Advocate

c) Law Asst

d) All the above persons

10. In how many enquiries a retired railway employee can participate simultaneously as defense helper:

a) One

b) Three

c) Five

d) Seven

11. If additional documents are requested to be produced by the CE, IO:

a) Shall allow them

- b) May agree if department has no objection
- c) Shall permit if he feels relevant
- d) Shall refer it to DA

12. When a prosecution witness is declared as hostile witness, the IO:

- a) Can drop him
- b) Can cross examine him
- c) Can ask him not to attend the enquiry
- d) None of the above

13. While holding enquiry, who have to fix the date, time & venue and inform the Charged employee:

- a) Inquiry officer
- b) Disciplinary authority
- c) presenting officer
- d) Confidential section of the dept.

14. If the charged employee is illiterate, who has to explain him the charges during preliminary enquiry:

- a) CE has to arrange for it on his own
- b) Inquiry Officer
- c) Defense helper
- d) None of the above

15. Inquiry into the truth of any imputation of misconduct or misbehaviour against a railway servant is conducted under which rule of D&A rules 1968:

- a) Rule 8
- b) Rule 9
- c) Rule 10
- d) Rule 11

16. The President of India makes rules in exercise of the powers conferred by the proviso of which Article of the Constitution:

- a) Article 308
- b) Article 309
- c) Article 310
- d) Article 311

17. Inquiry Officer can delegate his functions to:

- a) Disciplinary authority
- b) Defence helper
- c) Presenting officer
- d) He cannot delegate

18. D&A rules are applicable to the following persons only:

- a) RPF personnel
- b) Persons in casual employment
- c) Every railway servant
- d) All of the above

19. Inquiry Officer's findings are binding on:

- a) Charged employee
- b) Disciplinary authority
- c) Appellate authority
- d) None of the above

20. When an Inquiry officer is replaced by another, the new IO has to proceed:

- a) Afresh
- b) From the stage left by the earlier IO
- c) From the stage ordered by DA
- d) From a stage considered just and proper by IO

21. Order passed by the Inquiring authority in the course of an enquiry is:

- a)Appealable
- b) Not appealable
- c) Appeal lies to DA
- d) Appeal lies to RA

22. During enquiry, who can allow additional defence documents/witnesses:

- a) DA
- b) Inquiry Officer
- c) Presenting officer
- d) All of the above

23. Where Inquiry Officer shall conduct Enquiry:

- a) At his home
- b) At official premises
- c) At any place chosen by charged employee
- d) None of the above

24. Who is competent to change IO when bias is alleged against him:

- a) Disciplinary authority
- b) Appointing authority
- c) Revising authority
- d) Any of the above

25. Standard of proof required in departmental enquiry:

- a) As applicable in civil rules (CPC)
- b) As applicable in Criminal rules (Cr PC)
- c) Preponderance of probability
- d) None of the above

26. Inquiry Officer shall submit his enquiry report to:

- a) Defense helper
- b) Charged employee
- c) Revising authority
- d) Disciplinary authority

27. Which of the following are the ingredients of a decree:

- a) There must be adjudication
- b) Such adjudication is given in a suit
- c) Determination of rights of the parties
- d) All of the above

28. An order means :

- a) Formal expression of any civil court
- b) It is not a decree
- c) a & b
- d) None of the above

29. Decree holder means:

- a) Any person in whose favour a decree has been passed
- b) Any person against whom a decree has been passed
- c) a & b
- d) None of the above

30. Judgement debtor means:

- a) Any person in whose favour a decree has been passed
- b) Any person against whom a decree has been passed
- c) a & b
- d) None of the above

31. A, residing in Hyderabad, beats B in Kolkotta. B may sue A at:

- a) Hyderabad
- b) Kolkotta
- c) Either a or b
- d) At any place in India

32. Pleadings should state :

- a) Facts but not law
- b) No evidence
- c) a & b
- d) None of the above

33. An ex parte decree means :

- a) Decree passed in the absence of the defendant
- b) Decree passed in the absence of the plaintiff
- c) Decree passed in the absence of both the parties
- d) None of the above

34. Sec 60 of CPC deals with:

- a) Attachment of property
- b) Auction of buildings
- c) Declaring a person pauper
- d) None of the above

35. Which of the following are liable for attachment under Sec 60:

- a) Pension
- b) Gratuity
- c) Moiety calculated under the Act
- d) None of the above

36. Garnishee means :

- a) Judgement debtor
- b) Decree holder
- c) Judgement debtor's debtor
- d) None of the above

37. In execution of a decree, the following properties are not liable to attachment:

- a) Tools of artisans
- b) Necessary cooking utensils
- c) Stipends and gratuities allowed to pensioners
- d) All of the above

38. When suits are filed by or against the government, the authority to be named as plaintiff or defendant, as the case may be, in the case of Central government shall be:

- a) Union of India
- b) Designation of the authority
- c) Name of the authority
- d) Any of the above

39. When a suit is filed against railway, notice in writing under Sec 80 shall be delivered on:

- a) General Manager
- b) Divisional Railway Manager
- c) Officer concerned
- d) None of the above

40. No suit shall be instituted against Central Government unless a notice in writing is delivered. Which Section of CPC deals with this embargo:

- a) Section 60
- b) Sec 79

c) Sec 80

d) Sec 85

41. Under Sec 80 of CPC no suit shall be instituted unless a notice in writing is delivered until the expiry of ____ months.

a) One

b) Two

c) Three

d) Four

42. Without notice to the Central Government under Sec 80:

a) No suit can be filed

b) Suit can be filed with the leave of the court

c) Notice is not required to file suit

d) None of the above

43. Exemption from arrest and personal appearance of a public officer in respect of any act purporting to be done by him in his official capacity is provided in CPC under:

a) Sec 80

b) Sec 81

c) Sec 85

d) None of the above

44. Under Sec 82 of CPC, execution of decree against Union of India shall not be issued unless it remained unsatisfied for a period of _____ months from the date of decree:

a) One month

b) One and half

c) Two months

d) Three months

45. An appeal may lie against original decree passed:

a) Ex parte

b) In a consent decree

c) Both a & b

d) None of the above

46. Against orders passed in appeal on a decree, second appeal lies to High Court if:

- a) A substantial question of law is involved
- b) There is question of merit
- c) Both a & b
- d) None of the above

47. No second appeal lies from any decree, when the subject matter of the original suit is for recovery of money not exceeding rupees :

- a) Ten thousand
- b) Twenty five thousand
- c) Fifty thousand
- d) Five thousand

48. A review by any aggrieved person can be filed against a decree or order when:

- a) He filed an appeal
- b) Though appeal is available but he did not prefer appeal
- c) There is typographical error
- d) None of the above

49. A review of order of principal munsiff court can be filed before :

- a) Same court which passed the decree
- b) Dist. court
- c) High Court
- d) Supreme Court

50. Caveat can be filed before the court in a suit or proceeding instituted or about to be instituted. Such caveat shall remain in force for a period of:

- a) 30 days
- b) 60 days
- c) 90 days
- d) 120 days.

51. Under which section of CPC, inherent powers of courts can be exercised to pass orders to meet the ends of justice:

- a) Sec 150
- b) Sec 151
- c) Sec 152
- d) Sec 136

52. A court has jurisdiction to correct any clerical or arithmetical mistakes in judgements or orders or errors from any accidental slip or omission. This may be done:

- a) On its own motion
- b) On the application by any of the parties
- c) In both situations
- d) Only in b

53. Execution Petition can be filed to execute a decree against government before completion of _____ years from the date of decree.

- [a] 1 year
- [b] 3 years
- [c] 5 years
- [d] 12 years.

54. A money suit by Govt. arising out of a contract can be filed with in _____ years from the date of cause of action arose.

- [a] 3 years
- [b] 5 years
- c] 12 years
- d] 30 years.

55. As per the Rly. Act 1989 "Rly Admn" in relation to a Govt. Rly. Means:

- [a] Ministry of Rlys.
- [b] DRM
- [c] GM
- [d] Chairman Rly. Bd.

56. Punitive charges are levied when:

- a) Goods not removed from Rly. Premises.
- b) Detention of rolling stock
- c) Irregular Travelling detected
- d) Wagons are over loaded

57. Wharfage Charges are levied for :

- a) Goods not removed from Rly. Premises.
- b) Detention of rolling stock

- c) Irregular Travelling
- d) Over loading of wagon

58. Demurrage Charges are levied for :

- a) Not removing goods from Rly. Premises.
- b) Detention of rolling stock
- c) Irregular Travelling
- d) Over loading of wagon

59. Excess charges are levied for:

- a) Goods not removed from Rly. Premises.
- b) Detention of rolling stock
- c) Irregular Travelling
- d) Over loading of wagon

60. Maximum carrying capacity of wagons and trucks shall be fixed under Sec. 72 [1] of Rlys Act by:

- [a] General Manager
- b) Railway board
- [c] Central Govt.
- [d] State Govt.

61. According which section of Rly. Act, the property in the consignment covered by a railway receipt shall pass to the consignee or the endorsee.

- [a] 73
- [b] 74
- [c] 75
- [d] None.

62. Maximum carrying capacity of wagons and trucks shall be fixed under Sec. 72 [1] of Rlys Act by:

- [a] General Manager
- b) Railway Board
- [c] Central Govt.
- [d] State Govt.

63. Where a person loads goods in a wagon beyond its permissible carrying capacity as exhibited, Rly. Admn. may recover:

[a] Extra charges

[b] Damages from consignee

[c] Charges by way of penalty from the consignor, the consignee or the endorsee, as the case may be

[d] a& b

64. According which section of Rly. Act, the property in the consignment covered by a railway receipt shall pass to the consignee or the endorsee.

[a] 73

[b] 74

[c] 75

[d] None.

65. The liability of Railway Administration for any loss, destruction, deterioration, non-delivery of goods carried at owners risk rate is prescribed under Sec_____ of Railways Act:

[a] 94

[b] 95

[c] 96

[d] 97

66. Responsibility of a Railway Administration after termination of transit is governed by Sec_____ of Railways Act.

[a] 99

[b] 98

[c] 97

[d] 96

67. Exceptions to General responsibility of a Railway Administration as carrier of goods are enumerated under Sec:

[a] 91

[b] 92

[c] 93

[d] 94

68. When any goods entrusted to a Railway Administration for carriage are in a defective conditions as a consequence of which they are liable to damage, deterioration, leakage, wastage, Rlys liability is governed by Sec.

[a] 96

[b] 97

[c] 98

[d] 99

69. The responsibility of Railway Administration for the loss, destruction, damage, deterioration or non-delivery of any luggage shall be in accordance with Sec.

[a] 98

[b] 100

[c] 99

[d] 97

70. Responsibility of a Railway administration for the loss, destruction, damage, deterioration or non-delivery of any consignment due to false description of the consignment is determined under Sec.

[a] 99

[b] 100

[c] 101

[d] 102

71. Where any consignment is entrusted to a railway Administration for carriage by railway and the value of such consignment has not been declared, the amount of liability shall be fixed with reference to its weight as laid down under Sec:

[a] 100

[b] 101

[c] 102

[d] 103

72. Where any goods, which under ordinary circumstances, would be carried in covered wagon and would be liable to damage if carried otherwise, are carried in open wagon with the consent of the consigner then the liability shall be as per Sec:

[a] 104

[b] 103

[c] 102

[d] 101

73. A person shall not be entitled to claim compensation against railway Administration for the loss, destruction etc., of goods carried by Railway unless a notice there of is served by him as prescribed under Sec:

[a] 102

[b] 104

[c] 106

[d] 101

74. Notice of claim for compensation and refund of overcharge has to be served to the railway Administration within a period of six months from the date of:

[a] Booking of consignment

[b] Loading of consignment

[c] Submission of forwarding note

[d] Entrustment of goods.

75. Notice of claim for compensation and refund of overcharge has to be served on the railway Administration from the date of entrustment of goods within a period of:

[a] Three months

[b] Six months

[c] One year

[d] Three years.

76. Compensation for the loss, destruction, damage, deterioration non-delivery of goods is payable to:

[a] Consignee

[b] Endorsee possessing RR

[c] a or b

[d] None of the above

77. In any application before claims tribunal for compensation for loss, destruction, damage, deterioration or non-delivery of goods, the burden of proving the monetary loss actually sustained shall be in accordance with Sec.

[a] 108

[b] 109

[c] 110

[d] None

78. In an application before claims tribunal for compensation for loss, destruction, damage, deterioration or non-delivery of goods, the burden of proving the monetary loss actually sustained shall lie on:

[a] Consigner

[b] Consignee

[c] Endorsee

[d] Person claiming compensation.

79. Which of the following is not dependent as defined under Sec. 123 of the Act:

[a] Unmarried sister

[b] Widowed sister

[c] Widowed daughter-in-law

[d] Widowed mother-in-law.

80. Who are dependents as per Sec. 123 of Act:

[a] Son's son

[b] Daughter's daughter

[c] Daughter's son

[d] Description not sufficient .

81. Central Govt. have the power to make rules with respect to compensation payable for death as well as injuries under the Sec.

[a] 129

[b] 128

[c] 127

[d] 126

82. A railway servant where employment is essentially intermittent shall not be employed for more than _____ hours in a week.

[a] 72

[b] 75

[c] 76

[d] 78

83. A railway servant whose employment is continuous shall not be employed for more than _____ has in a week on a two-weeks period of fourteen days.

[a] 64

[b] 54

[c] 74

[d] None

84. A railway servant whose employment is intensive shall not be employed for more than ____ hours in a week on an average in a two-weekly period of fourteen days.

a) 45

[b] 54

[c] 64

[d] 72

85. Penalty for making a false statement in an application for compensation is prescribed under Sec:

[a] 148

[b] 149

[c] 150

[d] 151

86. Which of the following is an attempt to wreck a train if a person:

[a] Takes up, removes, looses or displaces any rail or sleeper belonging to any railway.

[b] Makes or shows or hides or removes any signal or light upon or near to any railway

[c] Puts or throws upon or across any railway any wood, stone or other matter or thing

[d] All the above.

87. Endangering safety of persons traveling by willful act or omission is an offence according to:

[a] Sec. 152

[b] Sec. 153

[c] Sec. 154

[d] Sec. 155

88. Penalty for intoxication under Sec. 172 of Railways Act is prescribed for:

[a] Railway servant

[b] Any person

[c] Traveling public

[d] None

89. Which section of Rlys Act restricts execution of railway property such as rolling stock, machinery, plant, tools etc., in a decree or order of any court:

[a] 185

[b] 186

[c] 187

[d] 188

90. As per Sec. 192 of Rlys Act, any notice or other document required by Railways Act to be served on a Railway Administration may be served in the case of a Zonal Railway, or the General Manager:

[a] By delivering to him

[b] By leaving it at his office

c] By regd. Post to his office address

[d] Either a, b or c

91. As per Sec. 126 of Railways Act, interim relief to the persons who are injured in a train accident can be paid by:

[a] RCT

[b] Railway Administration

[c] DRM under whose jurisdiction accident occurred

[d] None of the above.

92. Which of the following comes under the definition of consumer:

a) A person who buys any goods for own consumption

b) A person who buys goods for commercial purpose

c) Any organisation which buys goods for resale

d) All of the above

93. A complainant means:

a) A consumer

b) A voluntary consumer organisation

c) A Central or State government which makes a complaint

d) All of the above

94. An Appeal against the order of Dist. Forum can be preferred to State Commission within a period of from the date of the order.

[a] 30 days

[b] 60 days

[c] 90 days

[d] 45 days

95. Dist. Forum shall have jurisdiction to entertain complaints where the value of the goods or services and the compensation of any does not exceed rupees:

[a] 5 lakhs

[b] 20 lakhs

c) 21 lakhs

d) 25 lakhs

96. An appeal against the order of State Commission can be preferred to National Commission with in a period ofdays from the date of the order.

[a] 45

[b] 90

[c] 60

[d] 30

97. National Commission shall have the jurisdiction to entertain complaint where the value of the goods or services and compensation, if any, claimed exceed:

[a] Rs. 50 lakhs

[b] Rs. 75 lakhs

[c] Rs. 1 crore

[d] Rs. 1.5 crores.

98. An appeal can be preferred to the Supreme Court against the order of National Commission within a period of from the date of order.

[a] 45 days

[b] 30 days

[c] 60 days

[d] 80 days

99. Section of the Consumer Protection Act provides for penalties for failure or omission to comply with any order made by the District Forum, State Commission & National Commission:

[a] 26

[b] 27

[c] 28

[d] 30

100. The RCT Act, 1987 came into force w.e.f.:

[a] 1-11-87

[b] 1-11-89

[c] 8-11-89

[d] 8-11-87

101. Limitation to make claim before RCT for loss destruction damage, deterioration or non-delivery of animals or goods is from the date on which goods in question entrusted to Rlys.

[a] 1 year

[b] 2 years

[c] 3 years

[d] 6 years.

102. Application before RCT for compensation under Sec. 124, 124 A of the Rly. Act 1989 can be made within of the occurrence of the accident.

[a] 6 months

[b] 1 year

[c] 2 years

[d] 3 years

103. Application before RCT for claims refund of fare & freight can be made within years from the date on which the fare or freight is paid to the Rly. Admn.

[a] 6 months

[b] 1 year

[c] 2 years

[d] 3 years.

104. Under Arbitration and conciliation Act,1996 number of members that can constitute Arbitral Tribunal is

a) One

b) Two

c) Three

d) Any odd number

105. Arbitral proceedings are deemed to have been commenced from the date:

a) Arbitral Tribunal is constituted

b) Claim statement is filed

c) Reply to claim statement is filed

d) Notice demanding arbitration is served on the other party

106. Arbitrator is a judge:

- a) Chosen by parties
- b) Appointed by court at the request of party
- c) Named in the arbitration agreement
- d) Any one of the above

107. Arbitral Tribunal is bound by:

- a) CPC
- b) Evidence Act
- c) a&b
- d) None of the above

108. Arbitral Tribunal can take:

- a) Only oral evidence b) Only documentary evidence
- c) Both oral and documentary evidence
- d) No evidence can be taken

109. Arbitral Tribunal is empowered to pass:

- a) Interim order
- b) Interim award
- c) a or b
- d) a & b

110. Under the Arbitration and conciliation Act, an Arbitral award will be enforceable like a decree:

- a) After expiry of 3 months
- b) Immediately
- c) After expiry of six months
- d) It cannot be enforced.

111. Under Sec 31 (8) of A&C Act, the costs of Arbitral Tribunal can be fixed by:

- a) The parties
- b) Courts
- c) Arbitral Tribunal itself
- d) None of the above

112. According to the arbitration Act, 'waiver' means:

- a) To waive right to object
- b) To waive right to claim
- c) To waive right to appoint arbitrator
- d) To waive right to defend claims

113. If the Arbitral Tribunal fails to conduct proceedings, it can be terminated:

- a) By the claimant
- b) By respondent
- c) By the authority who appointed the Arbitral Tribunal
- d) Court on an application by aggrieved party

114. If the Arbitral Tribunal consisting three members, the arbitral award passed should be signed by:

- a) All the members
- b) Presiding arbitrator
- c) Majority of the members
- d) Any of the above

115. Out of three, only two members have signed the award:

- a) It is not valid
- b) It is valid provided reasons for not signing by the third arbitrator are recorded
- c) It will be valid after obtaining 3rd member's signature
- d) None of the above

116. If the parties are aggrieved of the costs and expenses fixed by the Arbitral Tribunal, they may approach civil court under:

- a) Sec 34
- b) Sec 37
- c) Sec 39
- d) Sec 21

117. As per the arbitration Act, the procedure to be followed by Arbitral Tribunal by default will be:

- a) As agreed by parties
- b) As decided by the tribunal
- c) Court procedure
- d) As decided by presiding arbitrator

118. Once Arbitral Tribunal parts with the final award:

- a) No corrections are permitted
- b) Typographical errors only can be rectified
- c) any mistakes can be corrected
- d) none of the above

119. Additional award means:

- a) there is no such definition
- b) award passed with respect to additional claims
- c) additional amounts for the same claims
- d) award for the claims omitted in the original award.

120. Arbitral Tribunal can decide its own jurisdiction under:

- a) Sec 13
- b) Sec 14
- c) Sec 15
- d) Sec 16.

121. If the appointed arbitrator is not possessing requisite qualifications, then the aggrieved party has to file application under:

- a) sec 11
- b) sec 12
- c) sec 13
- d) sec 16

122. The Chairman of the drafting committee of constituent assembly of India was:

- a) Dr.B.R.Ambedkar
- b) Sri Babu Rajendra Prasad
- c) Dri Sarvepalli Radha Krishnan
- d) Sri Jawaharlal Nehru

123. The term "State' defined in:

- a) Article 12
- b) Article 13
- c) Article 14

d) Article 15

124. An appeal from the order of CAT lies to:

[a] High Court

[b] Supreme Court

[c] Industrial Tribunal

[d] Rly Board.

125. Equality before law – “the State shall not deny to any person equality before the law or the equal protection of the laws within the territory of India” to which Article this fundamental right refers?

a) Article 14

b) Article 15

c) Article 16

d) Article 17

126. Which Article states “The State shall not discriminate against any citizen on the grounds only of religion, race, caste, sex place of birth or any of them” :

a) Article 14

b) Article 15

c) Article 16

d) Article 17

127. Equality of opportunity in matters of public employment is provided in:

a) Article 14

b) Article 15

c) Article 16

d) Article 17

128. ‘Creamy layer’ concept was expounded by Supreme Court in:

a) Indira Sawaney Vs.UOI

b) Balaji Vs. State of Mysore

c) Devasan Vs.UOI

d) Akhil Bharatiya Karmachari Sangh Vs.UOI

129. The Supreme Court in the following case, held that reservation shall not exceed 50%:

a) Balaji Vs. State of Mysore

b) Devadasan Vs UOI

c) State of Kerala Vs.N.M.Thomas

d) Indira Sawaney Vs.UOI

130. Double jeopardy means:

a) A person shall be prosecuted and punished for the same offence twice

b) No person shall be punished for the same offence twice

c) No person shall be punished for any offence

d) A person shall be punished for an offence without committing it by him

131. Which Article of the Constitution says "No person shall be prosecuted and punished for the same offence more than once":

a) Article 20 (1)

b) Article 20 (2)

c) Article 20 (3)

d) Article 21

132. "Right to pollution free air" falls under which Article of Constitution:

a) Article 21

b) Article 22

c) Article 23

d) Article 24

133. Dr. Ambedkar, Chairman of the drafting committee of constituent assembly of India, describes which Article is the very heart of the Constitution of India:

a) Article 32

b) Article 226

c) Article 14

d) Article 16

134. Which Article of Constitution deals with 'Free legal Aid to poor, illiterate and indigent persons':

a) Article 37

b) Article 38

c) Article 39

d) Article 39 A

135. Supreme Court may accept an appeal by granting Special leave. The power to grant such special leave is vested in the Supreme Court by :

- a) Article 37
- b) Article 136
- c) Article 144
- d) Article 226

136. Under Article 226 the High Court is empowered to issue Writs to government authorities in the nature of:

- a) Habeas Corpus
- b) Prohibition, Mandamus
- c) Quo warranto, certiorari
- d) All of the above

137. When a writ of mandamus can be issued:

- a) It is a legal remedy available under Constitution whenever there is infringement of fundamental rights
- b) It can be granted only against public authority
- c) It can be granted only when there is legal duty cast on the public authority.
- d) All of the above

138. All contracts made in the exercise of the executive power of the Union shall be expressed to be made by:

- a) The President
- b) The Governor
- c) Principal Secretary Concerned to the UOI
- d) Minister concerned

139. If the requirements of Article 299 are not complied with, then the consequences are :

- a) The government is not bound by the contract because article 299 is mandatory
- b) The Officer executing the contract would be personally bound
- c) If the government enjoys the benefit of the contract, it is bound to recompense.
- d) All of the above

140. Government of India may sue or be sued by the name of the Union of India under which Article:

- a) Article 299

- b) Article 300
- c) Article 302
- d) None of the above

141. 'Doctrine of pleasure' was initially originated in which of the following country:

- a) France
- b) Great Briton
- c) America
- d) India

142. Under which Article, 'doctrine of pleasure' is incorporated in Indian Constitution

- a) Article 300
- b) Article 308
- c) Article 310
- d) Article 312

143. In which Article, the provisions relating to dismissal, removal, or reduction in rank of persons employed in civil capacity under the Union or State is dealt with :

- a) Article 309
- b) Article 310
- c) Article 311
- d) Article 312

144. What are the restrictions on the "doctrine of pleasure":

- a) Removal cannot be done by a subordinate authority than the appointing authority
- b) Reasonable opportunity be given
- c) Principles of natural justice have to be followed
- d) All of the above

145. Which Article of the Constitution states that "the official language of the Union shall be Hindi in Devanagari script. The form of numerals to be used for the official purpose shall be the international form of Indian numerals" :

- a) Article 340
- b) Article 343
- c) Article 344
- d) Article 345

146. 'It is not permissible to change the basic structure or frame work of the Constitution' .In which judgement, the Supreme Court made this observation:

- a) Menaka Gandhi Vs. UOI
- b) His Holiness Kesavananda Bharathi Sripadagalavaru Vs.State of Kerala
- c) Minerva Mills Vs.UOI
- d) Indira Gandhi Vs. Raj Narain

147. Right to information flows from which of the following Articles:

- a) Articles 19 & 20
- b) Articles 21 & 22
- c) Articles 19 & 21
- d) Articles 14 & 19

148. His Holiness Kesavananda Bharathi Sripadagalavaru Vs.State of Kerala case is also known as the case of:

- a) Fundamental rights case
- b) Basic Structure case
- c) Amendment case
- d) None of the above

149. Govt. contracts are governed by Article _____ of Constitution of India.

[a] 300

[b] 301

[c] 311

[d] 299

150. Article ___ of constitution provides safeguard to a Govt. servant before he was removed/dismissed or compulsory retired from service:

- a) 309
- b) 310
- c) 311
- d) All of the above

151. Starting point of an agreement is:

- a) Invitation to offer
- b) Offer/proposal

c) Acceptance

d) None of the above

152. A has a car. As he wants to sell it, he gave an advertisement in the news papers. The advertisement of A is

a) An invitation to offer

b) Offer

c) Acceptance

d) None of the above

153. An agreement not enforceable by law is:

a) A valid agreement

b) A void agreement

c) A voidable agreement

d) None of the above

154. Standard form contracts are also called:

a) Contracts of adhesion

b) Compulsory contracts

c) Private legislations

d) All of the above

155. 'Caveat emptor' means:

a) Let the seller beware

b) Let the buyer beware

c) Agreement with Emperor

d) None of the above

156. Doctrine of Ubberrima fide (doctrine of utmost good faith) is mostly used in:

a) Contracts of insurance

b) Shipping business

c) Railway contracts

d) None of the above

157. A promises to give to B Rs 25,000/-. Which one of the following is true:

a) It is not an agreement

- b) It is voidable agreement
- c) It is valid agreement
- d) Consensus ad idem

158. A takes Rs.20,000/- as loan @ 18% interest p.a from B and executes a promissory note in favour of B. This is

- a) Void agreement
- b) Voidable agreement
- c) A Valid agreement
- d) A negotiable instrument with no agreement.

159. Contracts which are opposed to public policy are:

- a) Valid
- b) Void
- c) Voidable
- d) None of the above

160. A agrees to sell to B his white horse for rupees five hundred or rupees one thousand:

- a) The agreement is valid
- b) Void for uncertainty
- c) Voidable at the option of B
- d) b &c are correct

161. A agrees to pay B Rs.15,000/- if two straight lines should enclose a space. This agreement is:

- a) Valid
- b) Void due to impossibility of performance
- c) Voidable at the option of B
- d) None of the above

162. Which section of Contract Act states that the effect of failure to perform at fixed time in a contract where time is essential

- a) Sec 54
- b) Sec 55
- c) Sec 56
- d) Sec 57

163. A agrees with B to discover treasure by magic. The agreement is:

- a) Void
- b) Voidable at the option of B
- c) Valid agreement
- d) None of the above

164. Liquidated damages means :

- a) Probable loss as a result of the breach of a contract
- b) Damages on account of mistake caused from both sides
- c) As much as earned, as much as liquidated
- d) None of the above

165. A contract to perform the promise or discharge the liability of a third person in case of his default is called:

- a) Contract of guarantee
- b) Contract of indemnity
- c) Under taking contract
- d) All of the above

166. Lien means:

- a) A legal claim to hold property as security
- b) A particular status
- c) A line between two concepts
- d) None of the above

167. An agency may be created:

- a) By express or by implied conduct
- b) By necessity
- c) a&b
- d) None of the above

168. To be a valid contract, an agreement must be have:

- [a] Consideration
- [b] Lawful object
- [c] Free consent

[d] All.

169. A peon working in Railways met with an accident and injured while carrying a file to another office. Whether He is:

- a) Eligible for compensation under WC Act
- b) Not eligible to receive compensation under WC Act
- c) Eligible to receive compensation as exgratia payment
- d) None of the above

170. A Senior Section Engineer, while going to Rail Nilayam to report to his superior officer met with an accident in front of Rail Nilayam. He is:

- a) Eligible for compensation under WC Act
- b) Not eligible to receive compensation under WC Act
- c) Eligible to receive compensation as exgratia payment
- d) None of the above

171. The following come under the purview of WC Act :

- a) Apprentices
- b) Casual worker
- c) RPF staff
- d) None

172. Limitation within which claim for Workmen's compensation should be preferred from the date of occurrence of the accident:

- a) One year
- b) Two years
- c) Three years
- d) No limitation

173. Doctrine of notional extension of employment means:

- a) The area beyond the precincts of the work place
- b) Time beyond duty hours
- c) Extend to the outer sphere of his area of working but the work is related to his employment
- d) All of the above

174. Injuries deemed to result in permanent total disablement are listed in:

- a) Schedule-I, Part – I

b) Schedule –I Part II

c) Schedule III part A

d) Schedule III part B

175. For calculating compensation under Workmen Compensation Act, wages can be taken as maximum of:

a) Rs.2000/- p.m

b) Rs.3500/-p.m

c) Rs.4000/- p.m

d) Rs.6500/-p.m

176. For claiming compensation under WC Act, a workman or in case of death, his legal representatives has to approach:

a) Civil court

b) Commissioner under the Act

c) High Court

d) Sessions Court

177. An Award passed by the authority under W.C. Act can be appealed before:

[a] Regional Labour Commissioner

[b] Chief Labour Commissioner

[c] High Court

[d] Dist Court.

178. Fines imposed on workman can be recovered from the wages. The maximum amount of fine shall not exceed:

a) 3% of wages

b) 5% of wages

c) 7% of wages

d) 10% of wages

179. Recovery of fines shall be done within:

a) 60 days

b) 90 days

c) 120 days

d) 150 days

180. Payment of wages Act does not apply to employees drawing wages _____ and above.

- a) Rs.400/-
- b) Rs. 1000/-
- c) Rs.2,500/-
- d) Rs.6500/-

181. Appeal from authority under Payment of wages Act lies to:

- a) District Judge
- b) High Court
- c) Labour court
- d) Any of the above.

182. In Railways the minimum wages Act applies to:

- a) Porters loading/unloading in goods sheds
- b) Employees in administrative offices
- c) Employees in workshops
- d) None of the above

183. I.D.Act is not applicable to :

- a) Nurses
- b) Teachers
- c) RPF
- d) All of the of the above

184. Industrial disputes means any dispute or difference between:

- a) Employers and Employers
- b) Employer and Workmen
- c) Workmen and Workmen
- d) All of the above

185. Under Industrial Disputes Act, Railway is:

- a) Public Utility Service
- b) Essential service
- c) Public transportation service

d) All of the above

186. After due process and enquiry a worker in Lallaguda Workshop was dismissed from service. It is:

a) Deemed to be industrial dispute

b) Essentially personal dispute

c) To be considered impersonal dispute

d) None of the above

187. An appeal from the award of Industrial tribunal lies to:

a) National Tribunal

b) High Court

c) Supreme Court

d) No appeal lies

188. It is the duty of the employer to maintain the muster rolls of every workmen. Which section deals with this provision:

a) Sec 25-D

b) Sec 25-E

c) Sec 25-F

d) None

189. When a workman is laid off, he is not entitled for any compensation when:

a) If he refuses to accept any alternative appointment

b) If he does not present for work at the establishment at the appointed time

c) Both a&b

d) Compensation is compulsory

190. No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched subject to certain conditions. Which section deals with this provision:

a) Sec 25-D

b) Sec 25-E

c) Sec 25-F

d) None

191. Penalty for illegal strike and lockouts is provided under which of the following sections:

a) Sec 25

b) Sec 26

c) Sec 33

d) None

192. For recovery of money due from an employer, workman has to file application before under the following section:

a) Sec 26

b) Sec 33 A

c) Sec 33 b

d) 33 C

193. It is the duty of every employer to publish seniority list of casual labour before retrenchment. Which section deals with this provision:

a) Sec 25 E

b) Sec 25 F

c) Sec 25 A

d) Sec H

194. Contract labour (Regulation and abolition) Act applies to establishments wherein _____ number of workmen employed during the preceding one year:

a) Twelve

b) Twenty

c) Twenty four

d) Thirty

195. Notification for prohibition of contract labour in the establishments can be issued under : a) Sec 7

b) Sec 8

c) Sec 9

d) Sec 10

PART – B

Objective questions (descriptive)

196. A railway servant shall be deemed to have been placed under suspension when:

a) he was detained in custody

b) he was detained in custody for more than 24 hours

c) when he was detained in custody for more than 48 hours

d) Any of the above

197. When an order of suspension is made or deemed to have been made, the suspension shall continue to remain in force

a) Till he is acquitted from criminal case

b) Till he gets a bail

c) Till the suspension is revoked

d) Any of the above

198. Disciplinary proceedings against retired Railway servant can be initiated by:

a) DA as on the date of retirement

b) Appointing authority or of a grade equal as on the date of retirement

c) President of India

d) None of the above

199. When bias is attributed to the IO, the IO has to:

a) Cease to function as IO once for all

b) Proceed with the enquiry

c) Seek advise from Railway advocate

d) Stop Inquiry and seek advise from DA

200. At what stage new documents/ witnesses by prosecution can be allowed by IO:

a) At any time

b) Before commencement of defense case

c) Before commencement of prosecution case

d) None of the above

201. A retired Rly. Servant, aggrieved by non-release of DCRG, filed a complaint before Dist. Forum. What would be your defence?

a) Consumer forum has no jurisdiction

b) He should go to High Court

c) (a) & (b)

d) None of the above

202. If prosecution witness is not attending the enquiry, IO has to:

- a) Drop him
- b) Summon him to attend
- c) Postpone enquiry for next hearing
- d) Any of the above

203. If a document is requested by the CE, IO:

- a) may refuse straight away
- b) IO may refuse by giving his ruling
- c) may leave it to the discretion of the DA
- d) Any of the above

204. If the charged employee complains that he could not attend enquiry because of non payment of subsistence allowance, IO has to:

- a) Arrange for the same
- b) Conduct the enquiry ex parte
- c) Advise the DA to arrange subsistence allowance
- d) Ask the CE to make his own arrangements to attend the enquiry

205. Enquiry in major penalty charge sheet is not compulsory when:

- a) DA decides not to conduct enquiry
- b) Charged employee admits the charges
- c) Charged employee is out of country
- d) Charge sheet cannot be served due to absconding

206. When is an ex parte enquiry legal:

- a) When Defence helper is not available but CE is present
- b) When unable to serve notice on CE is not present
- c) When DA directs in writing to do so
- d) When CE does not attend the enquiry inspite of notice

207. Who among the following cannot act as IO:

- a) An officer who had conducted fact finding enquiry
- b) A person who is interested in punishing the charged employee
- c) A person who has personal Knowledge in the charges
- d) All of the above

208. Which of the following is correct:

- a) DA can remit the matter back to the Inquiry officer for further enquiry
- b) DA has to accept Inquiry Officer's report
- c) DA has to refer the matter to appellate authority
- d) DA has to report to DRM

209. When DA did not accept IO's report:

- a) He has to record his reasons for such disagreement and send a copy of his disagreement to charged employee for his representation
- b) After recording reasons he can impose penalty
- c) DA can straightaway impose penalty, reasons are not essentially to be recorded.
- d) None of the above

210. Before imposing minor penalties:

- a) An enquiry has to be conducted to meet Principles of natural justice
- b) An enquiry is to be conducted when charged employee specifically requests
- c) An enquiry is to be conducted when DA decides so
- d) All of the above

211. Enquiry can be dispensed with in the following cases:

- a) Where the penalty imposed on a railway servant on the ground of conduct which has led to his conviction on a criminal charge
- b) In the opinion of DA enquiry is not reasonably possible
- c) Both a & b
- d) Employee is unauthorisedly absent.

212. Services of a permanent Rly. Employee are governed by:

- a) Terms of agreement at the time of appointment.
- b) Terms of contract entered between employee & Rly. Admn.
- c) Statutory Rules made from time to time.
- d) Rules framed by UPSC

213. An employee working with South Eastern Rly. Kolkatta, on retirement settled in Vijayawada. He had some problem with his pension payment. He can file an OA before CAT Bench of:

- a] Kolkatta
- b] Hyderabad
- c] Any where in India

d] Either a or b

214. 'A' living in Vijayawada made a transaction with "B" at Khammam. 'B' resides in Warangal. The two agreed that when any dispute arise, they may file case before Courts at Hyderabad for convenience sake. Parties:

- a) Can decide to file case before any court they choose
- b) Can give mutual consent as to the territorial jurisdiction of a court
- c) Territorial jurisdiction of a court depends upon the place of residence
- d) Any of the above

215. "No court shall proceed with the trial of any suit in which the matter in issue is also directly and substantially in issue in a previously instituted suit between the same parties under the same title in the same or in any other court in India....". This section refers to:

- a) Res sub judice (stay of the suit)
- b) Res judicata
- c) Res integra
- d) None of the above.

216. 'A' files a suit against 'B' for declaration that he is entitled to certain lands as heir of 'C'. The suit was dismissed. 'A' filed another suit claiming the same property on the ground of adverse possession. This suit is:

- a) Barred by res judicata
- b) Res sub judice
- c) a & b
- d) None of the above

217. 'A' sues 'B' for possession of a house. However, the house belongs to 'C' and is in his possession. This suit is:

- a) Maintainable
- b) Not maintainable for non joinder of necessary party
- c) Not maintainable for mis joinder of party
- d) None of the above

218. 'A' a Govt. employee obtained loan from a Bank under a declaration from his salary drawing authority, undertaking to remit the amount from his monthly salary bills. On default, bank filed suit against drawing officer and the loanee for a direction and damages:

- a) Such a suit is maintainable
- b) Suit is not maintainable because there is no notice to the govt.
- c) a or b

d) None of the above

219. Who is not a dependent for the purpose of liability of Railway administration for the death to passengers due to accident:

[a] A minor child of a pre-deceased daughter, if wholly dependent on the deceased passenger

[b] Widowed daughter-in-law and a minor child of a pre-deceased son if dependent wholly or partly on the deceased passenger

[c] Paternal grand parent of the deceased passenger irrespective of dependency

[d] Paternal grand parent wholly dependent on the deceased passenger.

220. Which of the following employment of a railway servant does not belong to 'excluded' category as per Sec. 130 of Rlys Act?

[a] Railway servants employed in a marginal or confidential capacity.

[b] A canteen worker

[c] Staff of the railway schools imparting technical training or academic education

[d] None of the above.

221. If any person, with intent to defraud a railway Administration, uses a single pass or ticket which has already been used on a previous journey, he shall be liable to pay.

[a] Excess charge

[b] Ordinary single fare for the distance which he travelled

[c] a& b

[d] None of the above.

222. Fraudulently travelling or attempting to travel without proper pass or ticket, attracts provision of Sec. 137 of Rlys Act which prescribes punishment of:

[a] Imprisonment for six months

[b] Imprisonment for a term which may extend up to six months

[c] Either a or b

[d] None of the above.

223. If any person, not being a railway servant or an agent authorized in this behalf sells or attempts to sell any ticket in order to enable any other person to travel there with:

[a] He shall forfeit the ticket which he sells or attempts to sell

[b] Shall be punishment with imprisonment which may extend to three months

[c] Punishable with fine which may extend to five hundred rupees

[d] All of the above.

224. Under _____ section of Railway Act, penalty of imprisonment for a term which may extend to three years or with fine which may extend to ten thousand rupees or with both is for the offence of:

- [a] Hawking and begging in railway carriage
- [b] Carrying unauthorized business of procuring and supplying of railway tickets
- [c] Maliciously wrecking or attempting to wreck a train
- [d] Described in Sec. 142

225. Which are of the following is not an offence as per Railways Act?

- [a] Entering into a compartment reserved
- [b] A male, Entering carriage or other place reserved for females
- [c] Traveling on roof step or engine of a train
- [d] Stretching the arms through window, while travelling

226. Which of the following is not an offence as per Railways Act?

- [a] Giving false account of goods
- [b] Unlawfully bringing dangerous goods on a railway
- [c] Unlawfully bringing offensive goods on a railway
- [d] None of the above.

227. If any person commits any offence mentioned in Sec. 137 to 139, 141 to 147, 153 to 157, 159 to 167 and 172 to 176, he may be arrested, without warrant or other written authority, by the officer authorized by a notified order of the Central Govt. who is that authorized officer?

- [a] Head Constable of RPF
- [b] Head Constable of GRP
- [c] All the Officers of and above the rank of ASI of RPF
- [d] All the Officers of and above the rank of SI of GRP

228. Which of the following power is not vested with authorized officer under Sec. 180 B of Rlys Act?

- [a] Summon and enforce the attendance of any person
- [b] Require the discovery and production of any document
- [c] Remand any person to the custody of authorized officer not exceeding 7 days
- [d] None of the above.

229. When any person is arrested by the officer authorized for an offence punishable under Railways Act, such officer shall proceed to inquire into the charge as per the provisions of Cr PC. For this purpose he shall exercise same power as that of:

- [a] 1st Class Magistrate
- [b] 2nd Class magistrate
- [c] Officer in charge of a police station
- [d] None

230. Entries made in the records or other documents of a railway Administration or production of a copy of the entries certified by the officer:

- [a] Shall not be admitted as evidence
- [b] Shall be admitted as evidence
- [c] May be admitted at the discretion of court
- [d] None of the above

231. Which one of the following matter is not within the jurisdiction of RRT:

- [a] Charging for the carriage of any commodity between two stations at a rate which is unreasonable.
- [b] Classification or re-classification of any commodity
- [c] Contravention of the provision of Section 70 of Rly. Act 1989
- [d] Levying any other charge which is un-reasonable.

232. Which one of the following matters is within the jurisdiction of RRT:

- [a] Fixation of wharfage & demurrage charges
- [b] Allegation of undue preference to a person or any particular traffic
- [c] Classification or re-classification of any commodity
- [d] a & b

233. Which one of the following statement is incorrect.

- a) Every person entrusting any goods to a railway administration for carriage shall execute a forwarding note
- b) Forwarding note means document executed under Sec 64 of Railways Act
- c) The form of forwarding note shall be prescribed by the Central Govt.
- d) Forwarding note is issued by consignor to the consignee.

234. Pick up the correct statement from the following:

- a) Railway receipt is issued either for carriage of passengers or goods
- b) Railway receipt is only an acknowledgement of goods received
- c) A mutually agreed format can be adopted for Railway receipt

d) A railway receipt shall be prima facie evidence of the weight and number of packets stated therein.

235. Which one of the following statements is incorrect.

[a] Rly. Admn. shall have the right to re-measure, re-weigh or reclassify any consignment

[b] Re-calculate the freight and other charges

[c] Correct any other error or collect any amount that may have been omitted to be charged

[d] Re-book the consignment to another destination

236. As per Sec. 79 of the Railway Act, which one of the following statements is incorrect:

a] No re-weighment is permissible even if requested by consignee in case of perishable that are likely to lose weight in transit

[b] No request for weighment of consignment in wagon-load or train-load shall be allowed if the weighment is not feasible due to congestion in the yard

[c] No re-weighment shall be allowed if goods booked at owners risk rate

[d] Re-weighment, if agreed will be free of any charges.

237. When consignment arrives in a damaged condition or shows signs of having been tampered with, under Sec. 82 of the Railways Act which statement is correct:

[a] Rly. Admn shall give open delivery

[b] A part of consignment can be delivered duly furnishing partial delivery certificate

[c] If the consignee or endorsee refuses to take such delivery, shall be subject to wharfage charges

[d] All of the above.

238. Which of the following statement is not correct:

[a] If any person fails to take delivery of any consignment, it shall be treated as unclaimed

b] Rly. Admn may sell unclaimed perishable consignment as per Sec.83 [2]

[c] In case of non-perishable consignment, issue notice to consignee to remove the goods within seven days from the receipt there of

[d] Free time is not applicable for perishable traffic.

239. Which of the statements is incorrect:

a] There is no other provision than Sec. 83 to sell the perishable consignment

[b] Where traffic on any route is intercepted and there is no other route to direct the consignment, then Rly. Admn may sell the perishable consignment to prevent loss [c] Right of Rly to recover by suit any freight charge or other expenses shall not be affected by sale under Sec. 83, to 95

[d] Rly. Admn. Shall retains the freight and other charges out of the sale proceeds including expenses for the sale and the surplus, if any, shall be rendered to the person entitled there to.

240. Which of the following factors is not relevant for Central govt. to consider before notifying a station under Sec. 89 of the Act:

[a] The volume of traffic and the storage space available at such Rly. Station

[b] The nature and quantities of goods generally booked to such railway station

[c] The number of wagons likely to be held up at such railway station if goods are not removed there from quickly

[d] Essential nature of the commodity for public use.

241. Which of the following cannot be defense against responsibility of Rly. Admn. as carrier of goods?

[a] Act or conscious negligence of the consignor or the consignee

[b] Act or omission of the agent or servant of the consignor or the consignee or the endorsee

[c] Act or omission of Rly officials while accepting goods for carriage

[d] Orders or restriction imposed by the Central Govt. or State Govt. or by an officer authorized in this behalf.

242. Which of the following statements is not correct:

[a] Rly. Admn. Shall not be responsible for any loss, destruction etc, of consignment carried at owners risk rate

[b] Even if it is owner's risk rate Rly is liable if it is proved that such loss destruction non-delivery due to railway's negligence

[c] Under railway risk rate, negligence has to be proved by the consignee

[d] None of the above

243. Normal carrying capacity of every wagon or truck in its possession should be determined by Rly. Admn and shall:

[a] Exhibit in conspicuous manner at all Rly. Stations

[b] Display at all HQ/Divisional Offices, wagon depot

[c] Exhibit in a conspicuous manner on the outside of every such wagon or truck

[d] All of the above.

244. Which one of the following statements is incorrect:

[a] Rly. Admn. have the right ,before delivery, to re-measure, re-weigh or reclassify any consignment

[b] Re-calculate the freight and other charges

[c] Correct any other error or collect any amount that may have been omitted to be charged

[d] Re-book the consignment to another destination at its option

245. Which one of the following statements is incorrect, as per Sec. 79 of the Act?

a) No re-weighment is permissible even if requested by consignee in case of perishable that are likely to lose weight in transit

[b] No request for weighment of consignment in wagon-load or train-load shall be allowed if the weighment is not feasible due to congestion in the yard

[c] No reweighment shall be allowed of goods booked at owners risk rate

[d] Re-weighment, if agreed will be free of any charges.

246. Where the consignment arrives in a damaged condition or shown signs of having been tampered with, then under Sec. 82 of the Act, which statement is correct:

a) Rly. Admn shall give open delivery

[b] A part of consignment can be delivered duly furnishing partial delivery certificate

[c] If the consignee or endorsee refuses to take such delivery, shall be subject to wharfage charges

[d] All of the above are correct

247. Which of the following statements is incorrect:

[a] If consignee/endorsee fail to pay on demand the freight in respect of any consignment, Rly. Admn may detain that consignment

[b] If that consignment is delivered, any other consignment of such portion may be detained

[c] If the consignment in question is perishable it should not be detained

[d] If it is not perishable in nature, sell by public auction.

248. Which of the following statement is correct: If any person fails to take delivery of any consignment,

a) It shall be treated as unclaimed

[b] Rly. Admn may sell unclaimed perishable consignment as per Sec.83 [2]

[c] In case of non-perishable consignment to issue notice to remove the goods within seven days from the receipt there of

[d] All of the above

249. Which of the statements is incorrect:

[a] There is no other provision other than Sec. 83 to sell the perishable consignment

[b] Where traffic or any route is intercepted and there is no other route to direct the consignment, then Rly. Admn may sell the perishable consignment to prevent loss

[c] Right of Rly to recover by suit any freight charge or other expenses shall not be affected by sale under Sec. 83 to 95

[d] Rly. Admn. shall retain the freight and other charges out of the sale proceeds including expenses for the sale and the surplus, if any, shall be rendered to the person entitled thereto.

250. Which of the following factors, central govt. shall consider before notifying a station under Sec. 89 of the Act:

[a] The volume of traffic and the storage space available at such Rly. Station

[b] The nature and quantities of goods generally booked to such railway station

[c] The number of wagons likely to be held up at such railway station if goods are not removed there from quickly

[d] Either a, b, or c

251. Which of the following is not an exception to general responsibility of Rly. Admn. as carrier of goods:

[a] Act or conscious negligence of the consignor or the consignee

[b] Act or omission of the agent or servant of the consignor or the consignee or the endorse

[c] Act or omission of Rly officials while accepting goods for carriage

[d] Orders or restriction imposed by the central govt. or state govt. or by an officer authorized in this behalf.

252. Rly. Admn. Shall not be responsible for any loss, destruction, damage or deterioration of goods. In thi context, which of the following statements is incorrect:

[a] Where goods are required to be loaded at a siding not belonging to a railway admn. for carriage by Rly.

[b] Where any consignment is required to be delivered by a railway administration at a siding not belonging to a railway admn.

[c] In case of loading, when the wagon containing the goods has been placed at the specified point of inter charge of wagons between the siding and the railway admn.with or without informing rly. Admn. in this regard

[d] None of the above

253. Which of the following statements is not correct:

[a] Rly. Admn. Shall not be responsible for any loss, destruction etc, when consignment is carried at owners risk rate

[b] Even if it is at owner's risk rate Rly is liable if it is proved that such loss destruction non-delivery is because of Railways.

[c] Rly. Admn. is not bound to disclose to the consigner how the consignment was dealt when package found to be tampered with

[d] None of the above

254. Which of the following statement is incorrect:

- a] Every person entrusting any goods to a railway administration for carriage shall execute a forwarding note
- b) Forwarding note means document executed under Sec 64 of Railways Act
- c) The form of forwarding note is prescribed by the Central Govt.
- d) Forwarding note is issued by consignor to the consignee.

255. Which of the following statement is correct:

- a) Railway receipt is issued either for carriage of passengers or goods
- b) Railway receipt is the acknowledgement of goods received
- c) A mutually agreed format can be adopted for Railway receipt
- d)A railway receipt shall be prima facie evidence of the weight and number of packets stated therein.

256. Normal carrying capacity of every wagon or truck in its possession should determine by Rly. Admn and shall :

- [a] Exhibit in conspicuous manner at all Rly. Stations
- [b] display at all HQ/Divisional Offices, wagon depots
- [c] exhibit in a conspicuous manner on the outside of every such wagon or truck
- [d] all of the above.

257. Rly. Administration if it considers necessary, or expedient so to do, it may vary the normal carrying capacity of:

- [a] Wagon carrying any specified class of goods
- [b] Class of wagons or trucks of any specified type
- [c] a&b above
- [d] None of the above.

258. Where a person loads goods in a wagon beyond its permissible carrying capacity as exhibited, Rly. Admn. may recover

- [a] Extra charges
- [b] Damages from consignee
- [c] Charges by way of penalty from the consignor, the consignee or the endorsee, as the case may be
- [d]Any of the above

259. No appeal by a person who is required to pay any amount in terms of an order of the National Commission shall be entertained by the Supreme Court unless that person had deposited% of that amount or thousand whichever is less.

[a] 25%, 25

[b] 50%, 50

[c] 50%, 75

[d] 75%, 75

260. Appeal by a person who is required to pay any amount in terms of an order of State Commission shall not be entertained by the National Commission unless the appellant has deposited%age of the amount or Rs..... Thousand which ever is less.

[a] 25, 25

[b] 25, 35

[c] 50, 25

[d] 50, 35.

261. State Commission shall have the jurisdiction to entertain the complaint where the value of the goods or services and compensation if any, claimed exceeds rupees lakhs but does not exceed rupees

[a] 1, one crore

[b] 20, one crore

[c] 20, 75

d) 25, 75

262. Appeal by a person who is required to pay any amount in terms of an order of Dist. Forum shall not be entertained by State Commission unless the appellant has deposited percent of that amount or --- thousand rupees which ever is less.

[a] 25, 25

b) 25, 50

[c] 50, 25

[d] 50, 50

263. Which one of the following powers is vested in District Forum under C.P. Act.

a) Summoning and examining witness on oath.

b) Discovery and production of any document as evidence.

c) Reception of evidence on affidavits.

d) All the above.

264. In which one of the following National Commission has no jurisdiction?

a) To entertain an appeal against orders of State Commission.

- b) To entertain a complaint the value of which is Rs.50,00,000/-.
- c) To call for records from State Commission where it appears it has exercised jurisdiction not vested in it
- d) All the above.

265. Which one of the following statements is not correct?

- a) Consumer Fora are not bound by rules under Civil Procedure Code
- b) National Commission can suo motu issue notice to impose penalty if it feels that its orders are not complied with.
- c) Consumer Forum has powers to condone delay where limitation is prescribed in the Act.
- d) When an order is passed by National Commission ex parte, the aggrieved can file a petition to set aside the said order.

266. Which one of the following is not correct with respect to frivolous or vexatious complaints:

- a) While disposing such petitions, Forum shall record reasons.
- b) Awarding costs is not permissible
- c) Costs shall not exceed Rs.10,000/-
- d) Costs shall be paid to the opposite party and not paid to the Forum.

267. Which one of the following statements is not correct?

- a) Commission shall rely on evidence by affidavits and no need of deposition before it.
- b) From a complaint first appeal lies to State Forum and second appeal lies to National Commission.
- c) Limitation for filing a complaint is 2 years irrespective of whether it is District Forum, State Commission or National Commission.
- d) The order passed U/S.27 imposing penalty is appealable.

268. Which of the following is not a correct statement :

- [a] RCT shall be guided by principles of natural justice.
- [b] RCT is bound by procedure laid down by the code of civil procedure.
- [c] Subject to the other provisions of RCT Act and of any rules the claims Tribunal shall have powers to regulate its own procedure including the fixing of places and time of its enquiry.
- [d] b or c is correct.

269. Which of the following statement is not correct:

- [a] An appeal shall lie from every order not being on interim order of RCT to the High Court.

[b] An appeal shall lie from an order passed by the RCT with the consent of parties.
[c] Every appeal u/s 23 of RCT Act shall be preferred within 90 days from the date of order appealed against.

[d] An appeal shall not lie to Rly. Rates Tribunal against the order passed by the RCT.

270. Arbitral Tribunal can admit expert evidence of a person:

- a) Who is an expert in the subject and also had some nexus with the case
- b) Expert with no nexus with the case
- c) Any outsider, who can depose
- d) Who is an advocate

271. If the claimant fails to submit his claim statement even after opportunities then, arbitral Tribunal:

- a) Can decide the claims on the basis of record
- b) Shall terminate the proceedings
- c) Shall pass ex parte orders
- d) Can do (a) or (b)

272. If the respondent do not come forward with the reply statement even after repeated opportunities, Arbitral Tribunal:

- a) Shall terminate the arbitral proceedings
- b) Can decide claims on the basis of record
- c) Act as per a or b as he deems fit
- d) Pass award based on claim

273. The essentials of a valid contract are:

- a) Purpose of offer, its legal consequences
- b) Intention, consent & conduct of the party
- c) Communication and consideration
- d) All of the above

274. Consensus ad idem means:

- a) Contracting parties agree to a thing with the same meaning
- b) Consequence of agreement without proper meaning
- c) Consent of one of the parties
- d) None of the above

275. Which of the following is an example for "invitation to offer":

- a) A tender
- b) Railway time table
- c) Catalogue of a bookseller/menu card in hotel
- d) All of the above

276. "Acceptance is to offer what a lighted match is to a train of gunpowder"
what is the import of this statement:

- a) Acceptance results irresistible change in status of parties
- b) Acceptance replaces the offer with a binding contract
- c) Once accepted, none of the parties can retract
- d) All of the above

277. When the person to whom the proposal is made, signifies his assent thereto, the proposal is said to be accepted. A proposal, when accepted, becomes:

- a) A valid proposal
- b) Promise
- c) Consideration
- d) None of the above

278. 'A' has a car. He writes a letter to B proposing to sell it for Rs.50,000/-.
The communication of proposal is complete against A:

- a) When 'B' acknowledges the letter
- b) When 'A' writes the letter
- c) When 'A' drops the letter in post box
- d) When 'B' receives the letter and accepts it.

279. In certain cases there may be no agreement and contract between the parties. However, a person making a promise may become bound to obey his promise. This is called:

- a) Standard form contract
- b) Promissory estoppel
- c) Wager contract
- d) None of the above

280. 'A', a house owner enters into an agreement to make an agreement to lease his house to B after one year. This agreement is:

- a) Not enforceable by law
- b) Entered for the purpose of another agreement cannot be enforceable

c) Law does not recognise a contract to enter into a contract

d) All of the above

281. 'A', for natural love and affection, promises to give his son, B, Rs 20,000/- . A puts his promise to 'B', into writing and registers it. This is without consideration. Which of the following is true:

a) Void agreement

b) Voidable agreement

c) A Valid agreement

d) No agreement

282. Privity of contract means:

a) In contract between private parties, Govt can sue

b) A stranger to a contract cannot sue

c) A contract between the private parties

d) None of the above

283. Which of the following statement is not correct? Every private and public company is a juristic person. Hence the company:

a) Can enter into contracts on their own name

b) Can sue or be sued for breach of contracts

c) Enter into any contract which shall be within the bounds of the articles of association and memorandum of association

d) All of the above

284. In some instances, mere silence becomes fraud, and it is the duty of the person who enters that contract to reveal the truth. Which one is an exception?

a) Insurance contracts

b) Prtnership agreements

c) Fmily settlement agreements

d) None of the above

285. A promises to obtain for B employment in Railways by using his official position. In return B promises to pay Rs.50,000/- to A. the agreement is:

a) Vod

b) Vidable

c) Eforceable

d) B can file a case for specific performance of the agreement.

286. A promises B to drop prosecution which he has instituted against B for robbery and B promises to restore the value of the things taken. This agreement is:

- a) Void agreement being the object is unlawful
- b) Voidable agreement
- c) A valid agreement
- d) None of the above.

287. 'A agrees to sell to B hundred tons of oil'. There is nothing whatever to show what kind of oil was intended. The agreement is:

- a) Void for uncertainty
- b) Voidable agreement at the option of B
- c) A Valid agreement
- d) Void as it is against public law.

288. 'A' agrees to pay 'B' a sum of money, if a certain ship does not return. The ship is sunk:

- a) The contract is against public policy. Hence it is void
- b) The contract is voidable at the option of 'A'
- c) The contract can be enforced when the ship sinks
- d) None of the above

289. 'A' promises to deliver goods to 'B' on a certain day on payment of Rs 25,000/-. 'A' dies before that day. 'B' sues 'A's representatives for specific performance of contract. A's representatives challenge it.

- a) The agreement is voidable at the option of 'A's representatives
- b) The agreement is abated against 'A's representatives
- c) 'A's representatives are bound to deliver the goods to 'B', and 'B' is bound to pay the amount to perform
- d) None of the above.

290. 'A', a singer enters into a contract with 'B', manager of a theatre to sing at his theatre two nights in every week during the next two months, and 'B' engages to pay her Rs 1000/- for each night's performance. On the sixth night 'A' wilfully absents herself from the theatre.

- a) 'B' has no other choice but to continue her for the rest of the nights
- b) 'B' is at liberty to put an end to the contract
- c) 'A' is at liberty to put an end to the contract
- d) None of the above

291. 'A' promises to paint a picture for 'B'. 'A' must perform this promise personally. 'A' dies before the completion of the painting. 'B' sues 'A's representatives for specific performance of the contract or compensation:

- a) Court cannot order for specific performance of the contract.
- b) 'B' is entitled for specific performance of the contract from 'A's representatives
- c) 'B' is entitled to compensation from A's representatives.
- d) None of the above

292. A, B, C jointly promise to pay 'D' Rs 30,000/-. 'D' may:

- a) Sue A, B, and C for recovery of the amount
- b) Sue A, B, or C for recovery of Rs 30,000/-
- c) 'D' cannot sue A or B or C for recovery of Rs 30,000/- each.
- d) Statements a & b are correct.

293. Novation means:

- a) A new contract is substituted for an existing one, but the parties must be the same
- b) Novation should take place before expiry of the time of the performance of the original contract
- c) Consensus of the parties is necessary, and if there is breach of contract arises, there could be no novation.
- d) All of the above

294. 'A' a merchant leaves goods at B's house by mistake. 'B' treats the goods as his own:

- a) It is a bonafide mistake of B to treat A's goods as his own. There is no fault of 'B'
- b) It is the fault of A to leave the goods. Therefore A is not entitled to receive any payment for such goods
- c) 'B' is bound to pay 'A' for the goods under quasi contractual obligation
- d) None of the above

295. 'A' and 'B' jointly owe Rs 20,000/- to 'C'. 'A' alone pays the amount to 'C'. This fact is not known to 'B'. 'B' pays Rs 20,000/- to 'C':

- a) 'C' should not have taken the amount from B again.
- b) 'C' is bound to repay the amount to 'B'
- c) 'C' is bound to repay the amount to 'A'
- d) None of the above

296. When a contract is broken, the injured party can recover from the other party such damage as naturally and directly arose in the usual course of things from the breach. Such damages are called as:

- a) General damages
- b) Special damages
- c) Vindictive damages
- d) Nominal damages

297. A contract by which one party promises to save the other from loss caused by the conduct of the promisor himself, or by the conduct of any other person, is called:

- a) Contract of guarantee
- b) Contract of indemnity
- c) Contract of surety
- d) Under taking contract

298. A takes Rs.25,000/- from a Bank as loan. B gives an undertaking that he will pay the debt, if A fails to pay. It is a :

- a) Contract of guarantee
- b) Contract of indemnity
- c) Under taking contract
- d) All of the above

299. 'A' guarantees 'B' the payment of a bill of exchange by C, the acceptor. The bill is dishonoured by C:

- a) A is not liable
- b) A is liable for the amount
- c) A is liable only a part of the amount
- d) None of the above

300. 'A' hires a carriage of B. The carriage is unsafe and B is not aware of it. But 'A' is injured.

- a) B is responsible to A for the injury
- b) B is not responsible to A for the injury
- c) A is responsible
- d) A is not responsible

301. An agency may be terminated by:

- a) Revocation by principal or renunciation by agent
- b) Completion of the business of agency or death of principal or agent
- c) Insanity of principal or agent or insolvency of the principal

d) All of the above

302. A Senior Section Engineer, while going to Rail Nilayam to report to his superior officer met with an accident in front of Rail Nilayam. He is:

a) Eligible for compensation under WC Act

b) Not eligible to receive compensation under WC Act

c) Eligible to receive compensation as exgratia payment

d) None of the above

303. Doctrine of notional extension of employment means:

a) The area beyond the precincts of the work place

b) Time beyond duty hours

c) Extend to the outer sphere of his area of working but the work is related to his employment

d) All of the above

304. 'From the beginning' can also be expressed in the following maxim :

a) *ab initio*

b) *sine initio*

c) *initio idem*

d) none of the above

305. 'Let the purchaser beware'. Denotes the meaning of which of the following maxims:

a) *Vendor emptor*

b) *Caveat vendor*

c) *Caveat emptor*

d) None of the above

306. 'Agreement as to the same things' can be expressed in the following maxim:

a) *consensus ad idem*

b) *Ex dolo malo non oritur action*

c) *Inter vivos*

d) *consensus ab initio*

307. 'Between living persons' is the meaning of which of the following maxims:

a) *inter vivos*

b) *vivacious*

c) *vini vidi vici*

d) none of the above

308. '*Ipso facto*' means:

a) By that very fact

b) Fact of the issue

c) Factually

d) Fact and evidence

309. '*Obiter Dictum*' means:

a) An opinion voiced by a judge on a point of law

b) Decision rendered by the court

c) Direction by the court to department

d) None of the above

310. '*Prima facie*' means:

a) Preliminary issue

b) At first sight

c) Face of the issue

d) None of the above

311. 'Something for something' is the meaning of which of the following maxim:

a) *quid pro quo*

b) *Tit for tat*

c) *quod pro*

d) None of the above

312. 'An indispensable condition' is the meaning of which of the following maxim:

a) *sine qua non*

b) *condi indispensa*

c) *quid pro quo*

d) *obiter dicta*

313. 'Utmost good faith' is the meaning of which of the following maxim:

a) *Faita uno*

b) *Uberrima fides*

c) *Ubi jus ibi remedium*

d) None of the above

314. 'The thing speaks for itself' is the meaning of which of the following maxim:

a) *Res integra*

b) *Res ipsa loquitor*

c) *Res judicata*

d) *Res gaestae*

315. *Intra vires* means:

a) Having no power

b) Within the power

c) Some thing illegal

d) None of the above

316. '*Judgement per incuriam*' means:

a) Judgement delivered ignoring the law

b) Judgement given by Supreme Court

c) Decision arrived by the court consisting two or more judges

d) Decision given on ignorance or forgetfulness of the existence of an earlier decision.

317. 'Malfeasance' means:

a) Wrongful act

b) Malafide act

c) Either a or b

d) None of the above

oOo

PART – C

Pleadings/drafting

1. Legal system heavily depends on law journals, manuals, digests and case law citations. What are they? Explain with examples.
2. Stores Department has invited tenders for supply of Electro Volt Equipment. Tenders were finalized and the lowest offer was accepted. Though the equipment consists of expensive metals like copper and silver, there is no price variation

clause applicable to this particular tender. But there is a condition that makes the tenderer liable for loss in case he fails to supply on acceptance his tender. Acceptance was communicated through advance letter acceptance, briefly indicating price, quantity, consignee, inspection, transport, taxes etc. In the said letter, it is clearly mentioned that detailed purchase order will follow and advance acceptance letter shall be treated as concluded contract. The validity of tenders is for 90 days within which letter of acceptance was issued. Subsequently Stores Department has sent formal purchase order by which time 90 days has expired.

The tenderer, returned the P.O. with a covering letter containing following objections

[a] PO was issued after expiry of tender validity.

[b] Prices of silver copper which are raw material to the product have gone up steeply, hence price quoted in the tender not workable.

[c] Withdraw the PO.

Whether contentions of tenderer are correct? Whether Stores Department can withdraw the PO or recover loss from the firm. Discuss?

3. An employee, working as Head Clerk with pay of Rs. 6950/- was sanctioned HBA of Rs. 4.5 lakhs. After one year of sanction, he absented himself unauthorizedly for a period of two years. Disciplinary Action was initiated against him which concluded with a penalty of removal from service. His PF balance was of Rs. 25,000/- at the time of his removal. How to recover balance HBA amount from the ex-employee. If money suit is to be filed, draft a plaint.
4. M/s Excellent Builders were awarded a contract for supplying and dumping of 5000 m³ [Cubic meter] of 50 mm gauge machine crushed store ballast from KM 260/0 to 264/0, 250/0 to 240/0 and 268/0 to 270/0 between Bellampalli and Ramagundam stations. The agreed rate is Rs. 550/- per cubic meter of ballast. Total value of contract work is Rs. 27,50,000/-. Letter of acceptance was issued on 27-3-01 with due date of completion of the work as 26-1-2002. Contractor could not complete the work within time. At his request, currency of the agreement was extended 30-7-2002 without penalty. He feigned to show progress. Ultimately contract could collect only 2500 m³ of ballast and he was paid Rs. 13,25,000/-. Balance work was done by another agency. Loss due to this arrangement was Rs. 5.5 lakhs. Rs. 1.5 lakhs SD available with Rlys is forfeited. Prepare a plaint to recover the Railway dues.
5. An ex parte order is passed against 'XYZ' in a suit. You are the Advocate of 'XYZ'. You could not attend court since your father had to be rushed to hospital on that date. Draft affidavit and petition for setting aside ex parte orders. [Use imaginary details matching the context for court, suit no. cause title, date, place etc].
6. Application is filed by 'XYZ' claiming compensation against Railway Administration as carrier of goods alleging negligence in carriage of his parcels. Draft a written statement taking all possible general defences. [Use imaginary details matching with context for the forum, case no., cause booking details, date, place etc].
7. Imagine you are an advocate. 'ABC' approaches you to file a suit for recovery of amounts loaned to 'XYZ', 2 years ago based on a promissory note. Draft a plaint. [Use imaginary details matching the context for forum, cause to the, amount, date place etc]
8. Draft a notice to Railway Administration on behalf of your client claiming compensation for non-delivery of goods. [use imaginary details matching the context, for goods, booking details, consignee, value, date, place etc]
9. [a] Draft a GPA for 'ABC' authorizing 'XYZ' to negotiate and enter into sale agreement with respect to landed property in Hyderabad.

[b] What is the legal provision regarding registration of GPA and stamp duty payable on it.

10. Cloak room contract is to be awarded for two years to M/s ABC to run Secunderabad Railway Station cloak room. Draft an agreement [Use imaginary details matching the context regarding license fee, security deposit, power supply, labour employment, cloak room changes, other mandatory clauses etc]
11. 'X' is working as Senior clerk. He was appointed by DPO in 1990. While working at Secunderabad, he was removed by Sr.DPO from service in 1995 without conducting enquiry as he was convicted in a criminal case. Challenging his removal, he filed a case before CAT/Kolkata where he settled, in 2005. Draft a written statement/counter in support of the stand taken by the Department by taking all possible defences.
12. 'ABC Ltd' has been awarded contract for keeping gardens/lawn at station 'X' for a period of two years. As per the agreement, the contractor has maintain the gardens/lawn to the satisfaction of the Railway authorities. In lieu of maintenance, the contractor has been allowed to erect some advertisement boards. However, Railway authorities found that the garden/lawns were not being maintained properly and as per the instructions. Draft a notice to be issued to the contractor for termination of the contract.
13. XYZ Company of Calcutta is awarded contract for providing computers to Railways within 3 months. However, they failed to supply the same even after 6 months. Railways invoked risk purchase clause and forfeited SD. However, still some more amount is to be recovered from the company. Railways decided to initiate legal action against the firm. Draft a plaint.
14. 'X' selected for the post of traffic apprentice. He has to undergo two years training at ZRTI. At the time of his appointment, he had made an agreement with Railways that he would serve Railways for five years after the training and on his failure to serve, he would refund the amount of training @ with 12% interest. However, after serving Railways for 6 months on completion of training, he left the job and joined a firm. Railways decided to invoke the agreement. Draft a plaint to recover the amount from him.
15. A tender is floated for a work contract at an estimated value of Rs. 25.41 lakhs, A,B,C,D,E,&F Total six tenderers participated. On opening of tenders, things noticed in tenders are as follows

[i] C became lowest tenderer by quoting -10% less than the estimated value. But in the tender box, another letter was found, purportedly written by C that, he wrongly quoted - 10% in fact his rate is at +10%.

[ii] B&D quoted same rate, But B enclosed the experience certificate, whereas D did not, which is compulsory.

[iii] A has quoted his rate as Rs. 25,75 lakhs both in figures and words instead of percentage on the estimated value.

[iv] E signed for all pages of tender booklet except, at the places, One: declaration made to President of India that he understood all the tender conditions and he will abide by it, Second: under the schedule where he quoted his price.

[v] F enclosed an FDR towards EMD, whose date will expire few days after the date of opening of tender.

Which tenders are eligible to be placed before tender committee for the consideration.

16. One Dhiraj Singh purchased ticket from SC to KMT by a super fast express and boarded the train. Train slowed down at Dornakal Junction before Khammam where there is no scheduled stop. Dhiraj Singh tried to alight. But unfortunately he fell down, and came under wheels which resulted in his death. Some body pulled the alarm chain, train stopped. Both Station Master and Guard of the train, noted the incident and reported to the higher ups. Dependents of Dhiraj Singh filed claim petition before RC, Nagpur their place of residence under Sec. 124A of

Railways Act. Whether the application is maintainable? Prepare your written statement.

17. M/s Hiralal & Co. Kolkatta was awarded with a contract for supply of one lakh fish plates at a cost of Rs. 58.65 lakhs. Time stipulated in the purchase order was six months. M/s Hiralal & Co. could supply only 25,000 numbers with in that period and sought extension of time. Extension of 3 months was granted with a penalty of Rs. 10,000/- as per conditions of contract. The firm supplied another 25,000/- fish plates, and thereafter none.
18. Railway was forced to terminate the contract and floated fresh tender for balance quantity. Tender was finalized in favour of Chamanlal & Co. at a higher price that that of M/s Hiralal, who completed the supply. Railway has quantified the loss to be of Rs. 6 lakhs which M/s Hiralal refused to pay. An amount of Rs. 1.25 lakhs due to M/s Hiralal is both dept. There is an arbitration clause in the agreement that any dispute or difference arising out of contract shall be referred to Sole Arbitrator, appointed by GM/SC Rly. Discuss how Railway dues can be recovered.
19. A money suit filed by X,Y and Z against P,Q and R where Y and Z are minors

[i] Who has to sign the plaint

[ii] X dies during the pendency of the suit. What happens to the suit?

[iii] P wants to makes a counter claims against X. How he should do it.

[iv] Can Y&Z depose before the Court ?

[v] Q accepts his liability. In what form he should tell to the court.

[vi] A decree is passed for Rs. 1,50,000/- against P, Q and R, jointly and severally. What is the liability of each of them?

20. DRAFT AN AGREEMENT WITH THE FOLLOWING DETAILS.

Cloak Room contract was awarded to M/s Deepak Enterprises, to run Secunderabad Railway Station Cloak Room.

1. The contract is for three years. Commencing from 1-7-2006, Licence fee fixed was

1st year -- 10.5 lakhs }

2nd year -- 13.5 lakhs } Mode of payment.

3rd year -- 16.0 lakhs }

2] Security Deposit of Rs. 1.5 lakh to be paid in cash or Bank Guarantee.

3] Cloak Room premises, Power supply will be provided by Railways.

4] Contract has to employ his own men to run the contract.

5] Cloak Room charges are also fixed at Rs. 10/- per package for first 24 Hrs,

For next 24 Hrs or part there of -- Rs. 12/-.

For each subsequent 24 Hrs or part there of -- Rs. 15/-

6] Contractor has to indemnify Rlys from any loss, damage to the luggage due to fire or other accident, or theft etc.

7] Railway shall have the right to determine the contract in the event of default/failure in running the contract.

8] Termination of contract from either side.

9] Penalties for not adhering to agreement conditions.

10] Mechanism to resolve disputes arising out of the contract.

PART – D

DESCRIPTIVE TYPE

(Wherever relevant, answers are expected to contain case laws

and reference to legal provisions)

1. Explain briefly the scope of judicial intervention in a contract with Arbitration agreement under Arbitration & Conciliation Act 1996.
2. State the powers of Arbitral Tribunal to pass interim award and the circumstances under which court can grant interim measures.
3. State the provisions and grounds under which a court can appoint Arbitrator.
4. Explain the legal provisions vis a vis competency of Arbitral Tribunal to rule on its own jurisdiction.
5. Explain the consequences of default by a party in communicating statement of claims or defence statement under Arbitration and Conciliation Act, 1996.
6. Enumerate the form and contents of an arbitral award.
7. State the grounds under which an arbitration award can be set aside under Sec. 34 of the Act.
8. When shall arbitration award become final and how it is enforced?
9. Which are appealable orders as per Sec. 37 of A&C Act. Discuss. i) Arbitration & Conciliation Act gives primacy to the agreement between parties and expressly excludes its applicability in many of its provisions. List ten of the items ii) State the circumstances under which arbitrator can exercise lien on the award.
10. Explain the provision for correction and interpretation of award. Civil Court passed an order in a case before it, against which no appeal lies under the statute. Is there a remedy for the aggrieved party. If so, what is the remedy and before which forum?
11. What is the ratio laid down by the Constitution Bench of Supreme Court in R.K.Sabarwal's case? Discuss its implementation on railways.
12. What is the significance of cut off date in service law? Discuss any important Judgment of Supreme Court on the subject.
13. What do you understand about subordinate legislation? What kind of subordinate/delegated legislation is available on Railways with regard to service conditions of Railway Servants?
14. Under what circumstances inquiry against a charged employee can be dispensed with. Discuss with relevant Constitutional provisions and Supreme Court rulings on it.
15. What is the ratio laid down by the constitution bench of Supreme Court in Tulsiram Patel's case with regard to disciplinary action against Govt. Servant.
16. Equal pay for Equal work. Is it just notion or a guarantee provided under Constitution of India? Discuss with decided cases.
17. What are the various writs? Explain two of them.
18. Explain in brief, scope of Article 14 and Article 16 with reference to public appointment.
19. What is double jeopardy? Does it apply to disciplinary proceedings? Discuss.
20. What are the original jurisdictions of Supreme Court?
21. a) What is SLP and under which Article of Constitution of India Supreme Court can grant leave to appeal?

b) Is there any other way of appeal to SC from the order of HC other than by way

of SLP? If so what is it?

22. What is the importance of Art 141 & 142 of Constitution of India? Explain.
 23. a) What is the scope of Art 226? b) When Art-227 can be invoked?
 24. What is public interest litigation? Can any person file a PIL in service matters?
 25. What is a Writ? Can a person file a writ before High Court for compensation for damages or loss of luggage or non provision of reserved accommodation? Explain.
 26. Discuss constitutional provisions as to liability of Railway to pay tax to State Govt. on its properties?
 27. What is the importance of Art 299 & 300 of Constitution of India in respect to Govt. contracts?
 28. What are the protections given to a Civil Servant by Constitution of India and what are the exceptions to the same. explain?
 29. What is the guarantee provided to a Govt. employee under Art. 311 of the Constitution of India. Whether they are available to a person who has been found to have secured employment by fraudulent means and continued in service for more than 10 years?
 30. Paul Raju joined as Jr. Clerk under S.C. quota. In a span of 12 years he climbed up the ladder and became OS Gr. I by virtue of reservation policy to SC & ST candidates. On a specific complaint, enquires revealed that he doesn't belong to SC community. Competent Authority [State Govt.] cancelled his caste certificate. How to treat the employee and his status? What action can be taken against him? Explain with case laws.
 31. An employee, who is aggrieved of his seniority position in the cadre, published three years ago, wants to file OA before CAT. What conditions should satisfy the CAT to admit the case?
 32. What is the limitation period for filing an application before CAT. Explain the provisions of Sec. 20& 21 of the Act.
 33. What is contempt of court? Discuss powers of CAT to punish for contempt.
 34. Under which Article of Constitution of India, Central Administrative Tribunals are constituted. What are their powers as per L.Chandra Kumar's judgement ?
 35. Whether CAT has the power to condone the delay in filing OA before it? If so, under what rule and upto what extant?
 36. Explain the significance of notification under Sec. 4 [1] of Land Acquisition Act, 1894.
 37. What is public purpose as envisaged by Sec. 4 [1] of Land Acquisition Act? Explain the scope of it with court rulings.
 38. What are the different methods adopted by LAOs for arriving market value of the acquired lands?. Explain source of the approved methods by courts.
 39. What is the importance of communication in entering into a contract? Explain with case laws.
 40. What do you understand by 'Time is essence of contract'. What are the consequences if time expires before executing the contract?
 41. Define damages; Explain in detail who can claim damages out of contract and in what circumstances?
 42. a) What are the essentials of a contract ?
- b) All contracts are agreements, but all agreements are not contracts – explain?
43. What is communication of proposal and acceptance. When communication of acceptance is not necessary – what is the effect of communication by post when contract is concluded?
 44. What is a proposal, when a proposal becomes promise—what is the effect of a counter proposal?
 45. What is a standard form contract? In order to show standard form contracts are fair, what precautions are to be taken by the firms offering them?
 46. What is a privity of contract and privity of consideration? Discuss.
 47. a) Distinguish between misrepresentation and fraud
- b)What is the effect of mistake on contract?

48. What are the various modes of discharge of a contract? Explain.
49. What is novation of a contract, what are its effects?
50. What is a breach of contract. What is the recourse to a party when there is a breach of contract?
51. What is a contract of Indemnity? What are the rights of indemnity holder?
52. What is a contract of Guarantee? What are the essential features of guarantee? When liability of a surety can be discharged?
53. How an agency can be created. What are the essential features of agency? When liability of principal is absolute?
54. a) What is frustration of a contract?
 b) When a contract can be rescinded?
55. What are liquidated damages – explain.
56. A for natural love and affection, promises to give his son Rs. 500/-. A puts his promise to B in writing and registers it. Can this be termed as a contract even though there is no consideration? Discuss with case laws.
57. Define Consumer, Defect, Deficiency and Service as provided under Section 2 of CP Act, 1986.
58. State the jurisdiction of Dist. Forum, State Commission, & National Commission.
59. State the provision and procedure of appeal and revision provided in the CP Act, 1986.
60. Discuss provisions regarding vexatious proceedings and penal provisions under CP Act.
61. State the jurisdiction, powers and authority of RCT.
62. Discuss the provision relating to limitation for admitting application under Section 17 of RCT Act, 1987.
63. What is the procedure for making an application to the RCT for seeking any relief referred in Section 13 of RCT Act, 1987.
64. Discuss the provision of appeal provided under Section 23 of RCT Act, 1987. What is the extent of liability of Rly. Admn u/s 124 of Rly. Act, 1989. Suppose, there are four dependents to a deceased passenger who are entitled for compensation out of which two are minors. Who has to file application before RCT for compensation ? How much compensation they are entitled individually, as well as for all of them together ?
65. A milk tank wagon which was attached to an express train is supposed to reach its destination and delivered within 12 hrs. But the wagon was detached en route due to hot axle, and got detained for 72 hrs at the way side station. The dairy company made a claim. What are the defences available to Rly. Admn?
66. a) What is the general responsibility of Railway Administration as carrier of goods?
 b) What is the responsibility of Rly. Admn for any damage/loss of the goods to be loaded or delivered at a siding not belonging to Rlys?
67. a) What is the responsibility of Rly. Admn for damage/loss of goods caused due to delay or detention in transit?
 b) What is the responsibility of the Rly. Admn for damage loss of any consignment carried at owner's risk?
68. a) What is the responsibility of the Rly. Admn for damage loss of goods of consignment after termination of transit?
 b) State the cases where Rly. Admn is exonerated from liability as provided u/s 102 of Rly. Act, 1989.
69. State the provision of notice of claim as provided u/s 106 of the Rly. Act, 1989 and discuss its scope.

70. What do you mean by "untoward incident" as provided u/s 123 of Rly. Act. 1989? What is the extent of liability of Railways when passenger in waiting hall of railway station was seriously injured in a bomb explosion ?
71. State the provision of Taxation on Rlys by local authorities u/s 184 of the Rly. Act, 1989.
72. Discuss legal provisions relating to ticketless travel and transfer of tickets.
73. Discuss powers and jurisdiction of Railway Rates Tribunal
74. What is preference of traffic? Discuss provisions under Railways Act.
75. What is reference? Who can make reference? When a reference has to be made?
76. What are the various kinds of strikes? When a strike becomes illegal. When strikes are prohibited?
77. What are the powers and duties of Labour Court & Industrial Tribunal?
78. Who are protected workman? What are their rights?
79. What is the importance of Sec. 33 C [2] of ID Act?
80. When does an individual dispute deemed to be industrial dispute? Discuss with case laws.
81. Discuss in detail the scope of continuous service under ID Act. What are the prerequisites for retrenchment under the Act?
82. A right to strike in public utility service is a myth. Comment.
83. A gateman, while coming for duty on a bicycle hit by a truck from behind and knocked down on his way which is 2 km away from the work place and died. Whether he is entitled compensation under W.C. Act? Discuss in detail with decided cases.
84. A gang man, while working on track was run over by speeding train and died instantaneously. His wife received compensation under W.C. Act from Rly. Admn. On some advice, she filed case before RCT under 124-A of Rlys Act. Whether she is entitled for compensation by RCT. Discuss.
85. Accidents arising out of and in the course of employment – Elucidate. When a workman is not entitled for compensation?
86. A Workman injured in an accident. What are the other alternatives apart from claim under WC Act to him to claim compensation?
87. Upon the orders of the WC Commissioner, to which court appeal lies and under what grounds?
88. Discuss in detail appeal provisions under Workmen's Compensation Act.
89. List out source of the permissible deduction from wages applicable to Railways. Explain briefly important legal provisions of Payment of wages Act.
90. Who are responsible for payment of wages, fixation of wages period and time & duration of payment of wages? What are the conditions attached?
91. Discuss legal provisions relating to limitation, appeal and penalty under Payment of Wages Act.
92. What are the salient features of Minimum Wages Act?
93. who is an employer and what are his responsibilities and liabilities?
94. What is Minimum wages. What components do not be part of wages.
95. Explain in detail the role of inquiry officer under R.S. D&A Rules, 1968.
96. When DA disagree with the report of inquiry officer, what are the courses that can be followed and how to deal with the case?
97. An employee was issued with a minor penalty charge sheet. He submitted a representation to conduct an enquiry. Whether DA is bound to conduct enquiry? When enquiry can be conducted or to be conducted for imposition of a minor penalty ?
98. A Gr.D employee's appointment letter was issued by Sr.DPO. His promotion to as clerk was issued by DPO. While he was clerk, in a departmental proceeding he was imposed penalty of removal by DPO. Whether this action is correct? Explain ?
99. Discuss various types of suspensions under rules and subsistence allowance.
100. How Disciplinary authority, appointing authority, revisionary authority are to be determined with regard to a charged employee under D&A rules.
101. a) How a requisition for obtaining information can be made. Whether the applicant requires to give any reason for obtaining the information?

b) What are the information that are exempt from disclosure?

102. What are the salient features of Right to information Act?
103. What are the objectives of legal services authorities Act?
104. How a party refer a dispute to Lok Adalat?
105. What are the disputes exempt from Lok Adalat's jurisdiction?

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PART -E

Short notes

(Answers are expected to contain reference to legal provisions)

CIVIL PROCEDURE CODE & EVIDENCE

1. Judgment & Decree;
2. Judgment Debtor;
3. Examination in chief;
4. Cross Examination;
5. Forma pauperis petition;
6. Summary Suit;
7. Resjudicata;
8. Summons;
9. Pleadings;
10. Advocate Commission;
11. Attachment before Decree;
12. Attachment of Govt. property;
13. Salary attachment;
14. Sec 80 CPC;
15. Sec. 151 of CPC;
16. Primary & Secondary Evidence;
17. Estoppel;
18. Presumption;
19. Decisions per incuriam;
20. Doctrine of Stare decisis;
21. Doctrine of Strict Liability;
22. Primary evidence;
23. Secondary evidence;
24. Privileged communications
25. Ratio desidendi and obiter dicta;
26. Public rights and private rights;
27. Judgement in rem and personam;
28. Procedural law and substantive law;
29. Resjudicata and Estoppel;
30. Exparte decree & Dismissal for default;
31. Temporary injunction & Permanent injunction;
32. Primary evidence & Secondary evidence;
33. Complaint and written statement;
34. Review and Revision under CPC;
35. First Appeal & Second Appeal;
36. Set off and Counter Claim;
37. Contributory negligence;
38. Cause of action;

WC ACT

39. Partial disablement;
40. Permanent Disablement;
41. Temporary Disablement;

42. Total Disablement;
43. Wages under WC Act;
44. Workman under WC Act;
45. Occupational disease

Contract Labour (R&A) Act

46. Principal employer under Contract labour (R&A) Act;

ID ACT

47. Award under ID Act;
48. Appropriate Government under ID Act;
49. Employer under ID Act;
50. Industrial Dispute;
51. Retrenchment;
52. Public utility service under ID Act;
53. Strike;
54. Workman under ID Act;
55. protected workmen under ID Act;
56. Conciliation Officer;
57. Reference under ID Act;
58. Voluntary reference under ID Act;
59. Lay off.
60. Strike and Lockout
61. Individual Dispute & Industrial Dispute
62. Retrenchment compensation;

Arbitration:

63. Arbitration agreement;
64. Waiver of right to object under Arbitration & Conciliation Act;
65. Interim measure by court under Arbitration & Conciliation Act;
66. Composition of Arbitral Tribunal;
67. Interim measures by Arbitral Tribunal;
68. Appointment of expert by Arbitral Tribunal;
69. Termination of Arbitral Tribunal;
70. Principal Civil Court under Arbitration & Conciliation Act.
71. costs under A&C Act

Contract Act:

72. Bank Guarantee;
73. Indemnity Bond;
74. Power of attorney;
75. Contingent Contract;
76. Misrepresentation;
77. Void & Voidable Contracts;
78. Termination of transit;
79. Liquidated damages.
80. Coercion & Undue Influence
81. General Damages & Liquidated Damages.

D&A Rules

82. Principles of Natural Justice.;
83. Bias;
84. Reasonable opportunity;

85. Enquiry Report.
86. Deemed suspension;
87. Disciplinary authority;
88. Appellate authority;
89. Minor penalties;
90. Major penalties;
91. Revision under DAR;
92. Review under DAR;
93. Charge sheet.

Railway Act & allied Acts

94. Forwarding note;
95. Railway Receipt;
96. Commencement & Termination of Transit;
97. Carrying capacity for wagon;
98. Unclaimed consignment;
99. Risk rates under Railway Act;
100. Claim Notice v/s Sec.106 of Rly. Act;
101. Liability after termination of transit;
102. Misdeclaration under Railway act.
103. RRT;
104. RCT.

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