## HIGH COURT OF KARNATAKA <br> 

## CIVIL JUDGE MAIN WRITTEN EXAMINATION-2019



## TRANSLATION PAPER

## 

Date: 30.03.2019
Max Marks: 100

Time: 10.00 AM to 1.00 PM


## nostruction:

Write your register number only on the cover page in the space provided and nowhere cise. You must not write your name or make any kind of marks disclosing your identity on any pant of your answer book or additional answer book. Contravention of the above instruction will entail disqualfication.



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## 7. Pransiate the following riepocition to Hanada langage:

 Marss:15

## Examination in Chief By APP:

CWI is my wife. I know the accused. On 7.6 .2017 at 4.00 p.m., the accused came near my house and abused us in filthy language. When my wife questioned the accused, the accused puled the hands of CWI and assaulted her on her cheeks with hands. I came and pacified the quarrel. The accused tried to assault my wife with stone. But she escaped from the blow. The
accused threatened to finish off our family. We went to the police station. Police sent us to hospitai. After treatment, we went to police station and lodged a complaint. Police came to our house the next day. Police recorded my statement. There was a dispute between us and accused regarding landed property. With the said ill will, the accused had abused and assaulted my wife.

## Cross Examination by Sri.KBK Advocate for Accused:

Police bave not issued any notice to me. CW3 is my elder brother. I married Renuka about 24 years back. I have not seen my-wife talking to accused. There is a Ganesha temple in our village. I do not know whether the temple is constructed about. 12 years back. It is false to suggest that Sri Nagendra is my weighour. It is false to suggest that Smt. Renuka has illomt affir whith Sri Nagendra. It is false to suggest that the house of amoused is situated opposite to my house. It is faise to suggest that myself and my brothers had planned to abduct the wife of accused. It is true that the acoused had lodged a complaint aganion mo and 7 others and the case is pending before the Couth if is false to suggest that the accused has not abused my wife and not assandted her with stone and hends. It is falee to supgest that no such incident has taken place. It is false to muges that in order to harass the acoused, a false companm in lodged.

## Re-examination: nil.

(Typed to my dictation in Open Court)

R.I.O \& A.C., Sd/-<br>Judicial Magistrate First Class

## 2. Translate the following document to Kannada language


Marks: 15


This agreement for sale is executed by and between:
Mr.Raghavendra, aged 70 years, S/o Keshavananda, residing at Cauvery Nagar, K.M.Pura
hereinafter called as the Vendor of one part;

## TO AND IN FAVOUR OF

> Mr.Nagaraj, aged" 45 years
> S/o Bhojaraja, residing at Kuvempunagar, K.M.Pura
hereinafter called as the Purchaser of other part;

WHEREAS, the vendor herein is the absolute owner of the house property morefully described in the schedule herebelow, hereinafter referred to as the schedule property. The schedule property was purchased by the vendor as per the terms of registered sale deed dated 6.6.2007 registered as document No.514/2007-2008 in the office of the Sub-Registrar, Cauvery Nagar. Even since then the vendor fias been in actual possession and enjoyment of the schedule property as the absolute owner.

WHEREAS, the Vendor herein intended to sell the schediule poperty and the purchaser herein having come to know the desire of the vendor offered to purchase the schedule property for a total sale consideration of Rs.32,00,000/- (Rupees Thirty Two Lakhs only). Said offer of the purchaser was accepted by the Vendor as fair and reasonable Market Value of the schedule property.

## NOW THEREFORE THE AGREEMENT WITNESSETH AS FOLLOWS:

1. The Vendor shall sell to the purchaser and the purchaser shall purchase from the Vendor the schedule property for a total consideration of Rs.32,00,000/- (Rupees Thirty Two Lakhs only)
2. Out of the total consideration, the purchaser has paid advance sale consideration of Rs.10,00,000/- (Rupees Ten Lakhs Only) to the Vendor by Demand Draft dated 17.1.2019 bearing No. 176398 drawn on State Bank of India, K.P.Nagar and the Vendor herein admit and acknowledges the receipt of the same.
3. Balance amount of Rs.22,00,000/- shall be paid by the Purchaser to the Vendor at the time of execution and registration of the sale deed.
4. It is mutually agreed that the sale deed shall be executed by the Vendor in favour of the Purchaser within three months from the date of this agreement.
5. The Vendor shall produce all the required documents to the purchaser for verification well before the date of registration.
6. All expenses of the registration of the sale deed shall be borne by the purchaser.

## SCHEDULE

Immovable property bearing Sy.No.26, measuring 60 x 50 feet with residential house bearing D.No.8/16 situated at Cauvery Nagar, K.M.Pura.

In witness whereof, the parties have signed this agreement for sale on $18^{\text {th }}$ day of January 2019 at Cauvery Nagar, K.M.Pura.

## VENDOR

## PURCHASER

## WITNESSES:

1. 
2. 

## 3. Translate the following Passage as extracted from a Judgment to Kannada language: <br>  <br> Marks: 20 <br> అ๐ฆたฏ゙: 20

Once the tenancy right of the defendant is legally terminated, the defendant is bound to vacate the suit premises. Since, this is a suit for ejectment filed by terminating the tenancy under the provisions of the transfer of Property Act, this court need not consider question of plaintiff's. requirement of the suit premises, hardship and inconvenience going to be caused to the defendant in case of his eviction from the suit premises. Irrespective of plaintiff's requirement of the suit premises and defendant's hardship and inconvenience, the defendant is bound to vacate the suit premises, once the defendant's tenancy rights are legally terminated. Therefore; I hold that the plaintiff is entitled for decree for ejectment of the defendant from the suit premises.

The plaintiff has also claimed the decree for recovery of arrears of rent to the tune of Rs．50，200／－being the arrears of rent from October 2014 till the date of filing this suit．When the plaintiff alleges that the defendant is in arrears of rent，burden is upon the defendant to prove the payment of rent．But，the defendant has not come before this court to deny the rate of rent or to prove the payment of rent to the plaintiff．The evidence let in by the plaintiff in this regard remained unchallenged and undisputed．Therefore，plaintiff is entitled for the decree for recovery of Rs． $50,200 /$－，being the arrears of rent，from October 2014 to the date of filing the suit．

## 4．Translate the following deposition to English language：


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## 5．Translate the following document to English language： 




















## 6. Translate the following passage as extracted from a judgment to English language: <br> 




















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