## HIGH COURT OF KARNATAKA

ఫ్రాకటై లుష్ట్ర న్యాయాలయ

## CIVIL JUDGE MAIN WRITTEN EXAMINATION 2021

## 

## TRANSLATION PAPER

భాష్మాంపర జ్ర్రిళ
Date: 30.09.2021 Max Marks: 100

దినాంళ: 30.09.2021
గెరిష్ష్ర అంశేగు : 100
Time: 10.00 AM to 1.00 PM
శ్సుయు: బెళిగ్గి 10.00 రింద్ ముధ్శాశ్న్ 1.00 గంంకె

## Instructions:


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






```
గురియోగుక్తిలరి.
```


## 1. Translate the following deposition to Kannada language :

Marks: 15

అంఃスఱు: 15
Duly sworn on 01-02-2016.

## Cross-examination by the counsel for the plaintiff:

I know the facts of this case. It is true to suggest that property belong to the school is situated on the Northern side of the suit property. It is true to suggest that in Ex.D. 1 plaintiff's property is shown as tiled house and its measurement is shown
as $70 \times 30$ feet. The witness voluntarily said that plaintiff does not own the property of said measurement. It is true to suggest that school authorities have no right over the property of the plaintiff shown in Ex.D.1. When it is suggested to the witness that suit property is the property shown in Ex.D.1, which is in the name of the plaintiff, witness said that plaintiff has encroached the property belonging to the school. There are documents to show that plaintiff has encroached the property of the school. I can produce said document before this court. I do not know that the plaintiff had purchased the suit property as per Ex.P. 12 Sale deed.

It is true to suggest that on the basis Ex.P. 12 Sale deed, entries in Ex.D. 1 were made. I say that plaintiff has encroached the property of the school during the year 1996 and constructed a room in the encroached area. I say that we have filed the suit for removal of said encroachment. I cannot say the particulars of the suit, which is filed for removal of the encroachment made by the plaintiff. I do not know as to whether said suit is still pending or it has been already disposed. I do not know that in the written statement filed on behalf of the school, we have not pleaded about alleged encroachment made by plaintiff and we filing the suit to remove the encroachment. When it was suggested to the witness that we have no right over the suit property shown in the plaint schedule, witness said that the suit property has not been correctly shown.

## 2. Translate the following Passage as extracted from a Judgment to Kannada language: <br> Marks: 15


There is no dispute about the occurrence of the accident. But, there is dispute about the manner in which accident took place. There is no dispute about identity of the accused No. 1 and 2 as the driver and conductor respectively of the private bus involved in the accident. There is also no dispute about CW2 sustaining grievous injuries due to the accident. The wound certificate relating to CW2 is marked with consent as per Ex.P2. The accused have not claimed that there was any mechanical defect in the private bus involved in the accident. The report of the Inspector of Motor Vehicle is also marked with consent as per Ex.P3, which shows that there is no mechanical defect in the offending bus. In view of all these admitted and undisputed facts, only question to be determined by this court is as to whether the accident was due to the negligence of these accused.

As per the prosecution, accident occurred at Kanakapura Bus. Stand when CW2 was getting down from the bus and accused No.2, being the conductor of the bus, gave the signal negligently to move the bus and accused No. 1 moved the bus suddenly, due to which, CW2 fallen down and sustained injuries. CW1, being the complainant and eye witness and CW2, being the injured, are the material witnesses in this case. Both these witnesses, who were examined as PW3 and 4 respectively, deposed about the accident and CW2 sustaining injuries. But, both these witnesses have not said that the accident was due to the negligence of these accused. According to me, both these material witnesses not supporting the prosecution is a huge set back to the prosecution.

## 3. Translate the following document to Kannada language

Marks: 20


## AGREEMENT FOR SALE

This agreement for sale of immovable property made on this $25^{\text {th }}$ day of May 2020 between

Mr. Ajith Bhandage, Aged about 48 years, S/o Lakshmana Bhandage, Resident of Bhandage Layout, Neharu Colony, Shapura Road, Kalaburagi (herein after referred to as the FIRST PARTY)

## AND

Mrs. Sulochana Hiremath, Aged about 32 years W/o Virupakshaiah Hiremath, Resident of Akshaya Apartment, Bagalkot Road, Bijapur (herein after referred to as the SECOND PARTY)

WHEREAS,
That the $1^{\text {st }}$ party is the absolute owner of the immovable property described in the schedule herein below, by mutation of revenue records in his name. The $1^{\text {st }}$ party acquired absolute right over the schedule property as per the final decree dated 28.08.2015 passed in O.S. No.223/2013 on the file of Court of the Principal Senior Civil Judge, Kalaburagi. $1^{\text {st }}$ party has agreed to sell and $2^{\text {nd }}$ party has agreed to purchase the schedule property subject to the terms and conditions mentioned here-in-below.

1. The total sale consideration agreed for sale of the schedule property is at Rs. $12,00,000 /-$ (Rupees Twelve Lakhs)
2. The $2^{\text {nd }}$ party has paid as sum of Rs. $4,00,000 /-$ (Rupees Four Lakh) as sale advance and the $1^{\text {st }}$ party acknowledges the receipt of Rs. $4,00,000 /-$ (Rupees Four Lakh) from the $2^{\text {nd }}$ party towards part of sale consideration.
3. The balance sale consideration of Rs. $8,00,000 /$ - (Rupees Eight Lakh) shall be paid by the $2^{\text {nd }}$ party to the $1^{\text {st }}$ party
within 4 months i.e., at the time of execution and registration of sale deed.
4. The $1^{\text {st }}$ party shall execute sale deed in favour of the 2 nd party or her nominees within 4 months from this day by receiving the balance sale consideration.
5. The $2^{\text {nd }}$ party shall bear all the expenses towards purchase of stamp paper, registration charges and all other incidental expenses for registration of the sale deed.
6. The $1^{\text {st }}$ party assures that schedule property is free from any charges, encumbrance, liability, court attachments or injunctions.
7. The $1^{\text {st }}$ party shall not create any charge over the schedule property and cause any damage to the said property.
8. In the event of default by the $1^{\text {st }}$ party, $2^{\text {nd }}$ party shall have the right to approach the court for specific performance.
9. In the event of default by the $2^{\text {nd }}$ party, $1^{\text {st }}$ party shall be entitle for appropriate damages and compensation from the $2^{\text {nd }}$ party.
10. The expression $1^{\text {st }}$ party and $2^{\text {nd }}$ party shall also include their respective legal heirs, representatives and assignees.

## SCHEDULE

## DESCRIPTION OF IMMOVABLE PROPERTY

2 acre 38 guntas of agricultural land in Survey No.428/2 of Kalaburagi Kasaba Village, within the jurisdiction of Kalaburagi Registration Sub-district.

In witness whereof the parties have signed this agreement on this the $25^{\text {th }}$ day of May 2020 at Kalaburagi.

$$
1^{\text {st }} \text { Party } \quad \text { 2nd }^{\text {nd }} \text { Party }
$$

## 4. Translate the following deposition to English language: Marks: 15 <br>  అంఔగ్ృ: 15























## 5. Translate the following passage as extracted from a judgment to English language: <br>  <br> అంశีగยు: 15 <br> పిపాదాంళ నం. 3

























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

## 

## బూడగ zరారు






 ేరేయుల్టడుఎపురు)

ఆదు నాఖ్రుగటు యూడిజుండ బలతిగి చేరారు.

 ఎండు చరరయయల్టడుత్తుగి.




 జిలట్టిరుత్తారా.

 మూడెత్చ్చుద్దు.






 సుస్తితియిల్లి ఇడతత్ప్పు．

 మూడతహశ్పుద్దు．





## జ్త్యలా

స్ట్రీడద ఎిపరణ్ర
 నాల్మనై ముఙశయల్లి ఇరు山 山ునె నం．407ర మలసుడ 山ునె．

1నిల జ్ష్షగగంరరు
2న゚ ய 山చ్షnలరరు
నలఫ్షిరారారు：
1.
2.

