

**GUJARAT NATIONAL LAW UNIVERSITY
GANDHINAGAR**

Course: Family Law-I
Semester-V (Batch: 2012-17)



End Term Examination: Oct-Nov. 2014

Date: 18th October, 2014

Duration: 3 hours

Max. Marks: 50

Instructions:

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in-line.
- Do not write anything on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.
- **Bare Act is not allowed.**

Part-A
Answer all the Questions

Marks
(4x7=
28)

- Q.1 Discuss various modes of dissolution of Muslim marriage under the traditional Islamic laws. Discuss the rights of females to take talaq? Whether the rights available to females for talaq are absolute?
- Q.2 Sunita, a Hindu female and Jagbir, a Sikh male got married in 2002 by following the rituals and custom of Sikh religion only. In 2004 they got one daughter Jasmeet. Mr Kishanjeet, the father of Jagbir was very happy at the time of the birth of Jasmeet and promised to give a piece of land as a mark of affection with her. In 2005 Kishanjeet got heart attack and was taken to the hospital. On the way to the hospital he made an oral declaration in front of seven people including his son Jagbir that he is willing and decided to give 10 acres of land to the grand daughter Jasmeet as he has promised at the time of her birth. Kishanjeet also made a condition, till the time of attaining her majority, Sunita will be the guardian for the property and the said property will be solely managed by Sunita only. Jagbir will not have any right to deal with it, in any way. Afterward Kishanjeet died in the hospital. Sunita with an intention to admit her daughter in a reputed high school and with authority as guardian disposed off one acre of land. The land was disposed off without the consultation with Jagbir. Aggrieved with the decision Jagbir thought to challenge the same. As an advocate advise both the parties in view of the provisions of the Hindu Minority and Guardianship Act 1956.
- Q.3 Himmat and Kishan are two brothers belonging to Hindu religion. Himmat got married to Anita and Kishan got married to Seema. Himmat got two daughters out of the marriage. Kishan did not have any child from his marriage. Himmat and Kishan mutually entered into an agreement under which Himmat agreed to give his one daughter in adoption to his brother. Both the parties registered an adoption deed and mutually agreed in one of the clause of the deed that in case Kishan gets any child from his marriage within three years of this deed, the same adoption may be treated as null provided the parties agree. Both the parties fulfilled all other requirements of adoption as per the Hindu Adoption and Maintenance Act, 1956. After two years Kishan got one

daughter and decided to think again on his decision of adoption. According to the existing clause in the adoption deed both parties agreed on the same and entered into another "cancellation deed". Himmat and Kishan entered into the cancellation deed without the consent of their wives. Hence aggrieved with the decision and due to affection with the daughter, the wife of Kishan challenged the cancellation deed. As an Advocate advise both the parties by citing the relevant provisions of the Hindu Adoption and Maintenance Act, 1956.

- Q.4 Discuss various kinds of relative and absolute prohibitions in Muslim law for marriage. What is the effect of marriages entered by parties ignoring the relative prohibitions? Discuss in detail with reference to Shia and Sunni school of Muslim law.

Part-B
Answer any three

(3x5=
15)

- Q.5 Differentiate between maintenance *pendente lite* and *permanet alimony* as per the Hindu Marriage Act 1955? What are the essentials and extent of maintenance *pendente lite* and *permanent alimony* under the Hindu Marriage Act 1955.
- Q.6 Reshma and Akbar Khan, belonging to Shia school of law entered into the marriage. At the time of marriage one male and three female witnesses were present. In the offer of marriage Rs. 50,000 was offered by the husband as dower amount which was accepted by the wife. Husband also stipulated that the dower will be paid at the time of divorce only. Immediately after the marriage, husband started treating wife with cruelty. After one year of marriage husband entered into the second marriage with another girl Ruhina. Aggrieved with the second marriage of her husband, Reshma deserted him and started living separately. While living separately Reshma asked for maintenance through the Kazi, who had officiated their marriage. The husband agreed to pay the maintenance of Rs 500 per month. After three month of the mutual agreement of the maintenance husband stopped the maintenance amount without giving any reason. When Reshma approached him for maintenance, he pronounced Talaq al Bain and also paid the agreed dower amount of Rs 50000 instantly in presence of two male witnesses, and refused to pay maintenance amount. Discuss the remedies available to wife in traditional Islamic law and under the Muslim Women (Protection of Rights on Divorce Act) 1986., if any.
- Q.7 What are the essential conditions of a valid Parsi Marriage under the Parsi Marriage and Divorce Act, 1936? Discuss the provisions related to registration of divorce and its procedure under the Patsi Marriage and Divorce Act, 1936. What is the effect of non registration of Divorce?
- Q.8 Discuss various theories of divorce recognised under the Hindu Marriage Act, 1955 by citing relevant provisions and case laws, if any.

Part-C

(2x3.5
=07)

- Q.9 Answer any two of the following:
- i. What is *Muta* marriage? What are the essentials of *Muta* Marriage?
 - ii. Powers and rights of adlitem guardians.
 - iii. What is the option of puberty? When a male and female can exercise this option?
