

# **CAREERS 360**

**PRACTICE** **Series**

**CLAT 2026**

---

**Legal Reasoning  
Past Papers &  
Detailed Solutions**

# Contents

<b>Note For the Students</b>	<b>3</b>
<b>CLAT Exam Pattern 2024</b>	<b>4</b>
<b>About This eBook</b>	<b>5</b>
<b>Legal Reasoning (Preparation Strategy): Quick Tips</b>	<b>6</b>
<b>Previous Years Paper Analysis</b>	<b>7</b>
<b>CLAT 2023</b>	<b>8</b>
Answer Key	
Solutions	
<b>CLAT 2022</b>	<b>38</b>
Answer Key	
Solutions	
<b>CLAT 2021</b>	<b>65</b>
Answer Key	
Solutions	
<b>CLAT 2020</b>	<b>91</b>
Answer Key	
Solutions	
<b>Other Useful Resources</b>	<b>117</b>
CLAT Free Sample Paper	
CLAT Mock Test with Solutions eBook	
100+ Quantitative Techniques Practice Questions	
Criminal Law Concepts and Practice Questions for CLAT	
Know All About CLAT eBook	
Top 300 Legal Maxims for CLAT preparation	
Learn Useful CLAT Preparation Tips from Past Toppers:	

# Note for the STUDENTS

---

*Hello CLAT Aspirants,*

**W**e understand that preparing for the Common Law Admission Test (CLAT) can be a challenging journey, and staying updated with the latest changes in the examination pattern is crucial for your success. In this brief note, we will discuss a significant shift in the CLAT paper pattern that occurred in 2020 and offer insights on how to prepare for this change effectively.

## **Previous Pattern (Before 2020):**

In the past, CLAT primarily focused on questions that were fact and principle-based. Aspirants were required to answer questions based on legal principles, rules, and specific facts provided in the question paper. This pattern demanded a strong understanding of legal concepts and the ability to apply them to various scenarios.

## **Current Pattern (Since 2020):**

However, Starting from 2020, CLAT underwent a substantial transformation in its paper pattern. The new pattern is entirely passage-based. You will be presented with a passage containing approximately 250-350 words, followed by a set of questions. Your task will be to read and comprehend the passage thoroughly, as the questions will be dependent on the information and context provided in the passage itself. This change places a greater emphasis on your reading comprehension skills, critical thinking, and the ability to extract relevant information from the complex texts.

In conclusion, the shift to a passage-based pattern in CLAT since 2020 requires a different approach to preparation. By focusing on reading comprehension, critical thinking, and time management, you can adapt to this change and increase your chances of success in the exam.

**“Stay committed to your preparation, stay updated with any further changes,  
and believe in your abilities.”**

**We wish you all the best in your CLAT journey!**

# CLAT EXAM PATTERN 2024

On July 1st, 2023 the Consortium of National Law Universities revealed the updated exam pattern for CLAT 2024. This year's CLAT 2024 exam pattern has undergone significant changes. Notably, the total number of questions has been reduced from 150 to 120. It is crucial for candidates planning to take the law entrance exam to become well-acquainted with the CLAT 2024 exam pattern. Before commencing their preparation, candidates should thoroughly examine the details provided in the exam pattern, including the section-wise weightage, the total number of questions, the number of passages in each section, and the distribution of questions within each passage.

Also, CLAT 2024 will be conducted in an offline mode. In addition, Both CLAT UG and CLAT PG exams will include approximately 120 questions each.

For a clear and comprehensive understanding of the pattern, please refer to the table provided below.

Sections	Weightage	Total Number of Questions	No. of passages	Question Per Passage
English Language	20%	24	6	4
Current Affairs, including General Knowledge	25%	30	5	6
Legal Reasoning	25%	30	6	5
Logical Reasoning	20%	24	4	6
Quantitative Techniques	10%	12	3	4

# ABOUT THIS BOOK

---

We are thrilled to introduce this eBook, which is a valuable resource for all CLAT aspirants. This eBook is meticulously crafted to help you enhance your critical thinking and legal understanding by providing you with a comprehensive collection of previous years' official passage-based questions, complete with answer keys and detailed solutions.

## What Awaits You in this eBook:

- **Past Year Questions:** Within these pages, you will discover a curated selection of official CLAT passage-based questions from years gone by. These questions are skillfully designed to challenge your comprehension abilities and assess your knack for distilling crucial information from intricate legal texts.
- **Answer Keys:** Each question is paired with a corresponding answer key, enabling you to promptly evaluate your performance and measure your progress as you engage with the material.
- **In-Depth Solutions:** What sets this eBook apart is the inclusion of thorough, step-by-step solutions for every question. We believe in not just offering the correct answers, but in ensuring that you grasp the underlying reasoning and methodology.

## Maximizing the Potential of This eBook:

- **Regular Practice:** Cultivate a habit of consistent practice with these passage-based questions. Regularity is the cornerstone of refining your legal reasoning skills.
- **Self-Assessment:** Harness the power of answer keys to scrutinize your responses and pinpoint areas requiring further attention and development.
- **Learning from Solutions:** Dive deep into the detailed solutions provided. These elucidate the strategic thinking essential for addressing similar questions adeptly.
- **Progress Tracking:** Employ this eBook as your personal growth tracker. Document your performance on each question to chart your strengths and areas for improvement.

By immersing yourself in the questions and solutions contained herein, you will not only hone your critical thinking prowess but also cultivate a profound comprehension of legal principles. Whether you are embarking on your CLAT journey or are a seasoned aspirant, these resources will be your guiding light. We extend our heartfelt best wishes for your CLAT preparations.

**“Remember, success befalls those who dedicate themselves, persevere diligently, and are impeccably prepared.”**

**Happy studying!!**

# LEGAL REASONING SECTION: AN OVERVIEW

---

Staying informed about recent legal developments is crucial for success in the CLAT exam. This can be done by reading newspapers, legal magazines, and online sources. It helps you understand how legal principles are applied in real-life situations and assesses your comprehension of contemporary legal issues and significant court cases.

Keeping up with legislation, court decisions, amendments and legal reforms in various domains is essential, reflecting your interest and analytical skills. Staying updated with legal current affairs exposes you to ongoing debates, enhancing your ability to present arguments from diverse perspectives.

Graduating from a National Law University opens doors to various opportunities and a promising legal career, including roles in law firms, corporate sectors, further education, or the judicial system.

The CLAT exam covers a broad spectrum of legal topics, allowing students to explore specialties aligned with their interests and career aspirations. Prepare diligently, especially in legal reasoning, for a successful CLAT journey.

**Congratulations to all aspiring candidates  
for their dedication.**

# PREVIOUS YEARS PAPER ANALYSIS

---

## CLAT(Before 2020):

In these exams, CLAT was known for Legal Principles acumen. Students had to struggle primarily for legal Reasoning concepts, Maxims, landmark judgements. There were 30-35 questions. Majority of which was based on principles & Facts, Assertion & Reasoning, Maxims & Judgements. The overall difficulty level was moderate. Time required to solve Legal section was 38-45 minutes as reading part was more. Even this section has also an important role in finalizing Ranks & cut off for best NLU in India. Here the winning strategy among students based on practicing legal cases, understanding basic legal concepts like Criminal Law, Torts, Family law etc..

## CLAT (Since 2020)

There were significant changes that were done by CLAT Consortium from 2020 particularly in the Legal section. The core members of the consortium believe in this fact that they will train the students for all legal knowledge, related concepts & Application in complete academic courses. Therefore, the focus of the paper was more inclined on Reading and comprehending part as these skills are part and parcel of their day to day activities. Hence, they have given maximum weightage of reading and comprehending in legal section too.

- The total no of questions are 28-30 with easy to moderate difficulty level. Time required to solve this section was 25-35 minutes. It all depends upon One's Reading speed and Critical thinking regarding the questions.
- The Questions are straight forward with passages (450 Words). Options are very close. So while attempting answers, it's recommended to be very cautious.
- The passages are mixed in nature (3 passages are very long while 2 or 3 passages are short too)
- CLAT 2021 & 2022 were very easy in terms of more direct questions, although passages are lengthy in nature.
- Average Marks one can expect in this section is 23+ out of 30 questions.

# CLAT 2023

## Passage 1

Read the following passage and answer the following questions.

Quashing a case of cruelty that was filed against a man by his wife, the Bombay High Court said that if a married lady is asked to do household work for the family, it cannot be said that she is treated “like a maid servant”. The Court was hearing an application by the husband and his parents seeking that proceedings against them are quashed. A First Information Report (“FIR”) was filed against the trio in September 2020, around nine months after the marriage, alleging that they hounded the woman for money to purchase a car, harassed her mentally and physically and treated her like a maid servant. Examining the evidence, the Court found that there was no merit to the woman’s allegations. The Court said that though the FIR says that she was treated properly for about a month and then “like a maid servant”, there are no details of what this meant. The Court added: “If a married lady is asked to do household work for the purpose of the family, it cannot be said that it is like a maid servant.” The Court held that the mere use of the word harassment “mentally and physically” in the FIR is not sufficient to constitute an offence Section 498A of the Indian Penal Code (“IPC”), which punishes the husband, or a relative of the husband of a woman who subjects her to cruelty in any way. It is interesting to note that Section 498A of the IPC also provides that if a married woman is actually treated like a ‘maid servant’, it would be an offence under that Section.

[Extracted, with edits and revisions, from “If Wife Is Asked To Do Household Work, Does Not Mean She Is Treated Like Maid: Bombay HC”, The Wire]

**Q1. Ashwin and Ashima were married in February 2020. In March 2020, Ashwin asked Ashima to take care of all their household work, such as cooking, cleaning, and other domestic chores, as he was very busy with his professional responsibilities. Ashima claims that this amounts to treating her like a maid servant and constitutes an offence under Section 498A of the IPC. Applying the Bombay High Court decision, is she likely to succeed?**

- A. Yes, since Ashwin had only asked Ashima to do their household work, and not for others.
- B. No, since Ashwin had only asked Ashima to do their household work, and not

for others.

- C. Yes, since Ashwin had asked Ashima to do household work for themselves as well as others.
- D. No, since treating a married woman like a maid servant would not amount to an offence under that Section.

**Q2. In April 2020, Ashwin's friend Rakesh visits Ashwin and Ashima's home, and stays with them for a few days. During his visit, he is very mean to Ashima, and uses abusive language with her. He also threw a plate at her one evening when he was unhappy with the meal that she had prepared. Ashima now claims that Rakesh has committed an offence under Section 498A of the IPC. Is she likely to succeed?**

- A. No, since Rakesh's actions were perfectly justifiable for a man who does not get a well-cooked meal.
- B. Yes, since Rakesh's use of abusive language and throwing the plate at Ashima clearly amount to cruelty.
- C. No, since Rakesh is not her husband, nor is he related to Ashwin.
- D. Yes, since Rakesh was staying at Ashwin and Ashima's home at the time of the incident.

**Q3. Frustrated and upset with her marriage, Ashima applies for and is granted a divorce from Ashwin in November 2020. Since she and Ashwin had been friends for many years before they got married, she stays in touch with him. She moves into her own apartment and starts going to office regularly at a new job. Ashwin is very upset at this and starts treating Ashima very cruelly. Ashima again claims that Ashwin has committed an offence under Section 498A of the IPC. Is she Right?**

- A. Yes, since Ashwin has, as we are told, treated her cruelly.
- B. Yes, since Ashwin has been her husband.
- C. No, since Ashwin was understandably upset at Ashima's behaviour.
- D. No, since she is no longer married to Ashwin.

**Q4. Assume that the government passes a new law in January 2021, called the Protection of Rights of Married Women Act, 2021 (the "PoMWA"), according to which, asking a married woman to take care of household chores would be an offence. The PoMWA also provides that if a man commits such an offence, he would have to pay compensation to the woman. The PoMWA even applies to actions that were committed any time in the three years prior to the new law**

coming into force, and even if the man and woman involved in the matter were no longer married.

Upon hearing about this new law, Ashima once again alleges that Ashwin has committed an offence under Section 498A of the IPC, and claims compensation under the PoMWA for his actions. Is she right, and will she succeed?

- A. Ashima is right about Ashwin committing an offence under Section 498A of the IPC, but she will not get compensation under the PoMWA.
- B. Ashima will get compensation under the PoMWA, but she is not right about Ashwin committing an offence under Section 498A of the IPC.
- C. Ashima will get compensation under the PoMWA, and she is also right about Ashwin committing an offence under Section 498A of the IPC.
- D. Ashima will neither get compensation under the PoMWA, nor is she right about Ashwin committing an offence under Section 498A of the IPC.

**Q5. Assume that in March 2021, the government changes Section 498A of the IPC. The effect of this change is that asking a married woman to do household chores — even for their own family — by herself would be considered cruelty, and therefore, an offence under the Section. Some days after this change comes into effect, Shamita, Ashima’s friend at work, tells her that her husband has been forcing her to do all the household work by herself. Ashima tells Shamita that her husband’s actions would amount to an offence under Section 498A of the IPC, even though Ashima herself has been unsuccessful in having Ashwin convicted under that Section in the past. Is Ashima’s advice to Shamita correct?**

- A. Yes, since Section 498A has now been changed, and Shamita’s husband’s actions would now be an offence under the changed Section 498A.
- B. No, since Ashima has been unsuccessful in having Ashwin convicted under that Section in the past.
- C. Yes, since the passing of the Protection of Married Women Act has resulted in Shamita’s husband’s actions being made illegal.
- D. No, since Ashima is only Shamita’s friend, and only the married woman herself can file a complaint under Section 498A of the IPC.

## Passage 2

Read the following passage and answer the following questions.

Parliament passed the Criminal Procedure (Identification) Act, 2022 (the “Act”) in March 2022. The legislation enables police and central investigating agencies to collect, store

and analyse the measurements of arrested persons. Until rules are notified, an Act cannot be implemented or come into force. On September 19, 2022, the Ministry of Home Affairs (the “MHA”) notified the rules (the “Rules”) under the Act. The Act empowers a Magistrate to direct any person to give measurements to the police, which till now was reserved for convicts and those involved in heinous crimes. It also enables police personnel of the rank of Head Constable or above to take measurements of any person who resists or refuses to give measurements when ordered to do so by a Magistrate. As per the Rules, “measurements” mean finger-impressions, palm-print, footprint, photographs, iris and retina scan, physical, biological samples and their analysis, behavioural attributes including signatures, and handwriting. Though it has not been specified, analysis of biological samples could also include DNA profiling. However, the Rules state that measurements of those detained under preventive Sections of the Code of Criminal Procedure (“CrPC”) shall not be taken unless such person is at that time charged or under arrest in connection with any other offence punishable under any other law. Measurements can also be taken under the Rules if a person has been ordered to give security for his good behaviour for maintaining peace under Section 117 of the CrPC for a proceeding under that Section. [Extracted, with edits and revisions, from “Explained | Rules for identifying criminals”, by Vijaita Singh, The Hindu]

**Q6. Bhargesh is arrested by the police on April 11, 2022, on suspicion of having committed a series of minor thefts. During their investigation, the police find some fingerprints at the crime scenes, and on April 12, 2022, they tell Bhargesh that he must provide his finger-impressions to them so that they can check whether they match the fingerprints from the crime scenes. When Bhargesh refuses, the police tell him that he has no choice but to provide his measurements, as the Act had been passed by Parliament the previous month. Was Bhargesh bound to provide his finger-impressions under the Act?**

- A. No, since Bhargesh had only been arrested, and not convicted.
- B. Yes, since Bhargesh was under arrest.
- C. No, since the Rules had not yet been notified.
- D. Yes, since finger-impressions are included within the definition of “measurements” under the Act.

**Q7. Bhargesh is later released by the police because they are unable to find enough evidence to make a strong case against him. On October 5, 2022, the police receive a complaint alleging that Bhargesh had beaten up his neighbour and caused the neighbour severe injuries. They ask the local Magistrate to issue an order directing Bhargesh to provide the police his blood samples, so that they**

can match them against some blood stains that were found on the neighbour's clothes. The Magistrate issues the order, but Bhargesh refuses to provide the blood samples. Is Bhargesh bound to provide his blood samples to the police under the Act?

- A. Yes, since the crime that Bhargesh was accused of was very serious.
- B. Yes, since the Magistrate had passed an order directing him to do so.
- C. Yes, since Bhargesh had already been arrested in connection with another crime in the past.
- D. Yes, since the police needed the blood samples to verify Bhargesh's involvement in the crime.

**Q8. On October 15, 2022, the police detain Bhargesh under a preventive Section of the CrPC, since they believe that he had plans to disturb the public peace during a festival day. They then tell Bhargesh that he must provide his measurements to them for their records. Bhargesh refuses again. Is Bhargesh bound to provide his photographs to the police under the Act?**

- A. No, since he was not charged or under arrest in connection with any other offence at the time.
- B. No, since that would violate Bhargesh's right to privacy.
- C. Yes, since the police had detained Bhargesh under a preventive Section of the CrPC.
- D. Yes, since there was a high likelihood that Bhargesh would disturb the public peace on a festival day.

**Q9. Two days later, the police obtain an order from the Magistrate directing Bhargesh to provide them his photographs. As Bhargesh continues to refuse to provide his photographs, a regular police constable forces him to stand still and takes his photographs. Bhargesh files a case in court, claiming that the constable's actions violate the Act. Will he succeed?**

- A. Yes, since Bhargesh had been detained under a preventive section of the CrPC.
- B. Yes, since only police personnel of the rank of Head Constable or above can take measurements of any person who resists or refuses to give measurements when ordered to do so by a Magistrate.
- C. No, the Magistrate had issued an order directing him to provide his photographs to the police.
- D. No, since the police constable was only performing his duty.

**Q10. The police release Bhargesh, but to ensure that he does not disturb the public peace, they ask the Magistrate to issue an order under Section 117 of the CrPC, directing Bhargesh to provide a security of ` 1,00,000/- for his good behaviour and to ensure he maintains the peace, which the Magistrate refuses. The police now tell Bhargesh he must provide them his iris and retina scans. Is Bhargesh required to do so?**

- A. No, since a person against whom an order has been issued under Section 117 of the CrPC cannot be made to give their measurements to the police.
- B. Yes, since a person against whom an order has been issued under Section 117 of the CrPC can be made to give their measurements to the police.
- C. Yes, since Bhargesh had been detained under other preventive sections of the CrPC in the past.
- D. No, since the Magistrate had not issued the order.

### Passage 3

**Read the following passage and answer the following questions.**

The government has amended the Electoral Bond Scheme, 2018. The Ministry of Finance on November 7, 2022, issued a notification for amending the scheme to provide “an additional period of 15 days” for their sale “in the year of general elections to the Legislative Assembly of any States or Union Territories with Legislature”. The bonds under this scheme are usually made available for purchase by any person for a period of ten days each in the months of January, April, July, and October, when specified by the Union Government. The original scheme had provided for an additional period of thirty days, as specified by the Government, in the year when Lok Sabha elections are held, while the amendment adds another 15 days. Since Assembly elections to various States and Union Territories are held every year, the amendment effectively means that there will be 15 additional dates annually during which the bonds can be sold. Immediately after issuing the notification, the Union Government also announced the sale of electoral bonds under the 23rd tranche from the authorised branches of the State Bank of India. The notification said the sale of bonds would take place through the 29 authorised branches of the said bank from November 9 to November 15, 2022. Like in previous rounds of sale, the electoral bonds shall be valid for 15 calendar days from the date of issue and no payment shall be made to any payee political party if the bond is deposited after expiry of the validity period. The Electoral Bond deposited by an eligible political party in its account shall be credited on the same day.

[Extracted, with edits and revisions, from “Electoral Bonds Scheme Amended To Allow

Sale for Additional 15 Days in Assembly Election Years”, by Gaurav Vivek Bhatnagar, The Wire]

**Q11. Assad buys an electoral bond worth ` 1,00,000/- on November 9, 2022 and plans to give the bond to the Popular People’s Party (the “PPP”), which he has been supporting for many years. On November 10, he must travel out of station on some urgent business, and he only hands the bond over to a representative of the PPP on November 14, 2022. The PPP’s representative deposits the bond in the Party’s account on November 16, 2022, but the bank refuses to credit the bond to the party’s account, on the grounds that it was no longer valid. Is the bank correct?**

- A. No, since Assad was a long-time supporter of the PPP.
- B. Yes, since the bonds were only issued from November 9 to November 15, 2022 and were invalid after that.
- C. Yes, since the party representative had not deposited the bond with an authorised branch of the bank.
- D. No, since the bond was valid on November 16, 2022.

**Q12. The Government announces that there would be a sale of a 24th tranche of electoral bonds on February 10, 2023, for a period of 15 days, since elections to the Legislative Assembly of some States are scheduled for that year. Since there are no elections to the Lok Sabha or the Legislative Assembly of the State in which Assad resides, he claims that the Government does not have the power to issue this 24th tranche of electoral bonds in 2023. Is he right?**

- A. No, since the changes to the Electoral Bond Scheme, 2018 mean that electoral bonds can be issued for an additional period of 15 days in any year, regardless of whether any elections are scheduled that year.
- B. Yes, since no elections were scheduled for Assad’s state in that year.
- C. Yes, since the Government had already sold some bonds in the 23rd tranche in 2022.
- D. No, since the changes to the Electoral Bond Scheme, 2018 provide that electoral bonds can be issued for an additional period of 15 days in years when there is an election to the Legislative Assembly of a State.

**Q13. On November 10, 2022, Palak purchases an electoral bond from a branch of the State Bank of India, and hands it over to a representative of the PPP. The next day, the PPP announces that it has changed its candidates for the upcoming elections in Palak’s State. Upset at this news, she tells a PPP representative that**

she would like her bond back. The representative tells her that the bond has already been deposited, and that the money has been credited to the party's account. Palak claims that since the period of validity of the bonds has not expired, she has the right to get her bond back from the party. Is she right?

- A. No, since Palak cannot ask for the bond back once she has given it to a political party.
- B. No, since the party had already deposited the bond, and the money had been credited to its account.
- C. Yes, since Palak bought the bond with her own money, and has the right to ask for it back.
- D. Yes, since the PPP changed its candidates, and Palak may no longer support the party.

**Q14.** On November 15, 2022, the Government issues another notification, announcing that from that date onwards, only political parties that have received at least 1% of the votes polled in the last elections to the Lok Sabha, or the last elections to the Legislative Assembly of a State, would be eligible to receive and deposit electoral bonds. In the sale of the 24th tranche of electoral bonds, Palak decides to give the electoral bonds she has purchased to the newly formed More Popular People's Party (the "MPPP"), which is likely to win the first elections it would be contesting, in July 2023. Is the MPPP eligible to receive the electoral bonds?

- A. Yes, since it is likely to succeed in the upcoming elections.
- B. Yes, since it fulfils the criteria announced in the November 7, 2022 notification.
- C. No, since it does not fulfil the eligibility criteria announced in the November 15, 2022 notification.
- D. No, since it does not fulfil the eligibility criteria announced in the November 7, 2022 notification.

**Q15.** Abraham, who lives in a different State from Assad, purchased an electoral bond in the sale of the 23rd tranche. He decides to give the electoral bond to the PPP, even though the PPP is only active in Assad's State. When the PPP representative goes to an authorised branch of the State Bank of India to deposit the electoral bond on December 5, 2022 however, the bank refuses to credit the money to the PPP's account. Which of the following would be the most valid reason for the bank to refuse to credit the money to the party's account?

- A. The bond was no longer valid.

- B. Abraham could not give the bond to the PPP since the PPP was not active in his state.
- C. The PPP was not eligible to receive electoral bonds.
- D. The PPP could only deposit the bond in a bank branch located in Abraham's state.

#### Passage 4

Read the following passage and answer the following questions.

Twitter's lawyer on October 27, said before the Karnataka High Court that Union government orders to block certain Twitter handles and posts must contain reasons for the same that can be communicated to users of the microblogging site. He said this applies to all blocking orders sent to social media platforms. The lawyer representing Twitter said that reasons for the blocking order must be provided to users so they can determine whether or not they want to challenge the orders. Challenging the blocking orders, Twitter's July 5 petition contended that several blocking orders "demonstrate excessive use of powers and are disproportionate". Such orders can only be issued by the Union government and not the state governments, he said, which increases the danger of such abuse. Twitter also claimed that the Ministry of Electronics and Information Technology had sent it a letter threatening consequences for failing to comply with the blocking orders, such as criminal proceedings against the company's chief compliance officer and the stripping away of Twitter's safe harbour immunity, otherwise available to social media platforms under Section 79(1) of the Information Technology Act (the "IT Act"). Note that the Government has the power to strip away such safe harbour immunity under the IT Act. Further, in a previous hearing, Twitter's lawyer said that the company was asked to block entire accounts, although Section 69A of the IT Act does not permit blocking of the whole account. It only permits the blocking of information, or a particular tweet or post. It argued that the Union government's direction to block whole accounts will affect its business, adding that several prominent persons have their accounts on the platform.

[Extracted, with edits and revisions, from " 'Government Must Provide Reasons for Blocking User Accounts,' Twitter Tells Karnataka HC", The Wire]

**Q16. Sunil is a high-ranking officer of the Union government. While scrolling through his timeline on a social media platform, he notices some posts by Sachin, a private businessman, which he finds objectionable. He sends an order to UnReal, the company that owns that social media platform, that the posts must be blocked, as they may bring disrepute to India. UnReal claims that Sunil has not**

**provided a clear, detailed reason for blocking the posts, and so, the order is not valid. Is UnReal right?**

- A. No, the blocking order is valid since Sunil found the posts objectionable.
- B. No, the blocking order is valid since Sunil had provided reasons for blocking the post.
- C. Yes, Sunil's reasons are vague, and he should have provided more detail.
- D. Yes, such an order is violative of the fundamental right to freedom of speech and expression.

**Q17. Some days later, Sunil notices another post from Sachin on UnReal's social media platform; this post contains some highly sensitive information about the country's defence policies. He issues an order to UnReal, that the post must be blocked since it divulges the government's confidential information. The order also says that UnReal should not let anyone know about the blocking order, or that the post was ordered to be deleted, since it relates to secret government information. UnReal claims that this order is invalid. Is UnReal right?**

- A. Yes, since it did not provide any reasons that could be communicated to the users of the social media platform.
- B. No, since Sunil had provided reasons to UnReal for ordering that the post be blocked.
- C. Yes, since Sunil did not have the authority to issue blocking orders so frequently.
- D. No, since the post divulged confidential government information.

**Q18. Sunil sends UnReal a third blocking order. UnReal claims that this order too was invalid. Upset with UnReal for claiming that all his blocking orders were invalid, Sunil sends them a letter in which he says, "If you do not comply with my blocking orders, then I will be forced to initiate criminal proceedings against you and cancel your safe harbour immunity." UnReal claims that Sunil has broken the law by making these statements in the letter. Is UnReal right?**

- A. Yes, since making such threats amounts to intimidation.
- B. No, since Sunil had issued blocking orders in the past as well, and UnReal should have complied with the orders without questioning them.
- C. Yes, since Sunil did not have the power to cancel UnReal's safe harbour immunity.
- D. No, since the IT Act does not forbid Sunil from doing so.

**Q19. Complying with a fourth blocking order that they receive from Sunil, UnReal blocks Sachin’s account, since his posts were seen as increasingly objectionable by the government. Sachin asks UnReal to share the reasons for the blocking order, which they do, yet Sachin claims the blocking order is invalid. Is he right?**

- A. Yes, since Sunil was clearly targeting Sachin, and was misusing his powers to silence him.
- B. No, since UnReal had shared the reasons for the blocking order with Sachin.
- C. Yes, since Section 69A of the IT Act only permits blocking information, or a particular post, but not a whole account.
- D. No, since his posts were seen as increasingly objectionable by the government.

**Q20. Sunil sends UnReal a fifth blocking order, which says that several of Sachin’s latest posts must be blocked. The blocking order sets out several reasons why the posts should be blocked, but UnReal does not find them satisfactory. Rather than take on another fight with a government official however, UnReal blocks the posts, and gives Sachin what it thinks is a better set of reasons for blocking the posts. When Sachin finds out, he claims this was wrong on UnReal’s part, and that the blocking order was inappropriate. Which of the following is most accurate in this regard?**

- A. The blocking order was valid, but UnReal’s actions were inappropriate.
- B. UnReal’s actions were valid, but the blocking order was invalid.
- C. UnReal’s actions were valid, but Sachin’s actions were invalid.
- D. Sachin’s actions were valid, but the blocking order was invalid.

### Passage 5

**Read the following passage and answer the following questions.**

Free legal aid is the provision of free legal services in civil and criminal matters for those poor and marginalised people who cannot afford the services of a lawyer for the conduct of a case or a legal proceeding in any Court, Tribunal or Authority. These services are governed by the Legal Services Authority Act, 1987 (the “Act”) and provided by the National Legal Services Authority (“NALSA”).

Provision of free legal aid includes:

- Representation by an advocate in legal proceedings;
- Payment of process fees, expenses of witnesses and all other charges payable or incurred in connection with any legal proceedings in appropriate cases;

- Preparation of pleadings, memo of appeal, paper book including printing and translation of documents in legal proceedings;
- Drafting of legal documents, special leave petition etc.; and
- Supply of certified copies of judgments, orders, notes of evidence and other documents in legal proceedings.

Free legal aid also includes provision of aid and advice to the beneficiaries to access benefits under welfare statutes and schemes framed by the Central Government or the state governments and to ensure access to justice in any other manner. Free legal aid is not confined to cases before the subordinate courts. Free legal aid must be provided to the needy from the lowest court to the Supreme Court of India. According to Section 13(1) of the Act, any individual who satisfies any criteria under Section 12 is entitled to receive free legal aid, provided that NALSA is satisfied that such person has a genuine case to prosecute or defend the matter. There is hence no bar as to which kind of cases one can apply and not apply for. Section 12 of the Act includes the following:

- a member of a Scheduled Caste or Scheduled Tribe;
- a woman or a child;
- a person with a disability;
- an industrial workman; or
- a person in police custody.

[Extracted, with edits and revisions, from “FAQs”, National Legal Services Authority]

**Q21. Divya was arrested by the police and charged with having committed a murder. She was convicted by the trial court and appealed to the high court. She lost her appeal there and decided to appeal to the Supreme Court. By this time she has run out of money, so she approaches NALSA and asks them to help her get an advocate who can represent her before the Supreme Court. Is Divya entitled to support from NALSA?**

- No, since she should have approached them at the beginning of the case before the trial court, and not at such a late stage.
- Yes, since her previous lawyers were incompetent, and that is why she lost the matter in the trial court and the high court.
- Yes, she is entitled to free legal aid in the Supreme Court proceedings because she is a woman.
- No, since she had been accused of having committed the heinous crime of murder.

**Q22. Divya is acquitted by the Supreme Court and goes back to her regular life. Some days later, she has a fight with her neighbour Riya over a petty matter and decides to file a criminal case against her. She approaches NALSA for free legal**

aid to prosecute the matter. She tells NALSA representative that she knows she does not have a genuine case, but just wants to harass Riya. NALSA refuses to provide Divya free legal aid because they believe she does not have a genuine case to prosecute. Can NALSA do so?

- A. Yes, since Section 13(1) of the Act provides that free legal aid can be provided if NALSA is satisfied the person has a genuine case to prosecute, and they did not believe that Divya had a genuine case to prosecute.
- B. Yes, since Divya had earlier been prosecuted for the crime of murder.
- C. Yes, since Divya had already applied for free legal aid from NALSA in the past and could not repeatedly ask NALSA for such assistance.
- D. No, since Divya is a woman, and is included within the list of people entitled to free legal aid from NALSA under Section 12 of the Act.

**Q23. Incensed at Divya, Riya decides to file a civil case against Divya, claiming that Divya had violated the terms of a contract they had made some time back. Divya approaches NALSA for free legal aid to defend the matter, which NALSA agrees to provide. Since Riya is also short of funds, she too approaches NALSA for free legal aid. NALSA refuses to provide legal aid to Riya, since they are already providing Divya free legal aid in the same case. Is NALSA right in refusing free legal aid to Riya?**

- A. Yes, since NALSA cannot provide free legal aid to opposing parties in the same matter.
- B. Yes, since NALSA does not provide free legal aid in civil matters.
- C. No, since Divya had filed a frivolous case against Riya in the past, and Riya was entitled to retaliate by filing another case against Divya.
- D. No, since Riya is a woman, and is entitled to free legal aid as long as NALSA is satisfied she has a genuine case.

**Q24. Farhan is an up-and-coming artist and makes a living selling his paintings. Since he is not very well known yet, he isn't able to sell too many paintings, and is dependent on aid from the government and well-wishers. He reads about a new Central Government scheme in the papers one day, under which artists would be provided a monthly stipend by the local government. Since he finds the language of the scheme document very complex to understand, he approaches NALSA for help in understanding the scheme and obtaining the stipend. Is he entitled to free legal aid from NALSA in this regard?**

- A. No, since free legal aid does not include provision of help to understand and access benefits under government schemes.
- B. No, since he does not fit within any of the categories under Section 12 of the Act.
- C. Yes, since free legal aid includes provision of help to understand and access benefits under government schemes.
- D. Yes, since he is a struggling artist, and is dependent on aid for survival.

**Q25. Vikram is a rich businessman and has a huge art collection. Farhan invites Vikram to his studio one day, hoping to convince Vikram to buy some of his paintings. Vikram doesn't buy any of his paintings, but after he leaves, Farhan notices that one of his newest paintings is missing. He suspects that Vikram has stolen it, and complains to the police, who promptly arrest Vikram. Vikram approaches NALSA for free legal aid, so that he can obtain bail. Is Vikram entitled to free legal aid from NALSA?**

- A. No, since he is a rich businessman and can hire a lawyer with his own money.
- B. Yes, since he was innocent.
- C. Yes, since he was in police custody.
- D. No, since he had stolen from a struggling artist.

### Passage 6

**Read the following passage and answer the following questions.**

Surrogacy is defined by law as “a practice whereby one woman bears and gives birth to a child for an intending couple” and intends to hand over the child to them after the birth, as per the Surrogacy (Regulation) Act, 2021 (the “SRA”). The SRA restricts altruistic surrogacy to legally wedded infertile Indian couples. The couple is deemed eligible for surrogacy only if they have been married for five years. The SRA sets an age limitation for the couple. A husband must be between 26 and 55 years of age and a wife between 23 and 50 years. Further, Indian couples with biological or adopted children are prohibited from undertaking surrogacy, save for some exceptions such as mentally or physically challenged children, or those suffering from a life-threatening disorder or fatal illness. The SRA provides that the surrogate mother has to be a close relative of the couple (such as a sibling of one of the members of the couple), a married woman with a child of her own, aged between 25 and 35 years, who has been a surrogate only once in her life. Even within this category of people, commercial surrogacy is banned in India and that includes the “commercialisation of surrogacy services or procedures or its component services or component procedures”. The surrogate woman cannot be given

payments, rewards, benefits or fees, “except the medical expenses and such other prescribed expenses incurred on the surrogate mother and the insurance coverage for the surrogate mother”. A legal commentator points out some criticisms of the law. “Permitting limited conditional surrogacy to married Indian couples and disqualifying other persons on basis of nationality, marital status, sexual orientation or age does not pass the test of equality,” he writes. He adds that reproductive autonomy, inclusive of the right to procreation and parenthood is protected under Article 21 of the Constitution of India, which guarantees the right to life and personal liberty. The intending parents typically sign a contract with the surrogate. The Indian Contract Act, 1972 (the “ICA”) provides that a valid contract has to be in writing, and signed in the presence of two witnesses. The ICA also provides that a contract that is prohibited by any other law will not be valid under the ICA.

[Extracted with edits and revisions from “What laws regulate surrogacy in India”, The Indian Express]

**Q26. Rani and Shiva would like to opt for surrogacy. They have been married for 6 years. Rani is aged 51 and Shiva is aged 53. Both Rani and Shiva have built successful**

**business empires. They are now working together on a joint initiative. Due to the demanding nature of their work, they have not thought about children previously. However, they are now keen to have a child via surrogacy. Are Rani and Shiva eligible for surrogacy under the SRA?**

- A. Yes, because they have been married for more than 5 years.
- B. Yes, because they have financial capacity to bring up a child.
- C. No, because they do not fall within the legal requirements of intending parents.
- D. No, because they are not an infertile couple.

**Q27. Assume Rani and Shiva are eligible for surrogacy under the SRA. They approach**

**Geeta to act as a surrogate. Geeta is Rani’s sister. She is 29 years old. She is married, has one child, and has been a surrogate twice before. Which of the following statements are false?**

- i. Geeta is eligible to be a surrogate because she is a close relative.
- ii. Geeta is eligible to be a surrogate because she is married.
- iii. Geeta has been a surrogate only twice before and is now eligible to be a surrogate for Rani.
- iv. Geeta is eligible to be a surrogate because she is 29.

- A. Statement iii
- B. Statements i and iii
- C. Statements ii and iii
- D. Statements ii, iii, and iv

**Q28. Joseph and Neena are keen to have a child via surrogacy. They have been married for 8 years, and have been unable to conceive biologically due to infertility. Joseph is 40 years old and Neena is 42 years old. They have an adopted daughter, Maya, who is 4 years old. Maya has been diagnosed with Striker's Syndrome, which would cause slow neurological deterioration, with chances of death. Devastated, Joseph and Neena decide to opt for surrogacy, to become parents to their biological child. Are they eligible for surrogacy?**

- A. Yes, because they have no biological children.
- B. No, because they have an adopted child.
- C. Yes, because their adopted child has been diagnosed with Striker's Syndrome.
- D. Yes, because their right to procreation and parenthood is protected under Article 21 of the Indian Constitution.

**Q29. Queen runs a surrogacy clinic. She employs 54 women, aged between 25 and 35 years. They are all married women with one or more children. Most of them belong to economically disadvantaged backgrounds. They choose to be surrogates because it gives them a reliable source of income. Kishore and Noor are intending parents. They have been married 5 years, are both aged 35, and do not have children. Kishore has been certified as infertile. So, they decide to approach Queen's clinic. They sign a contract with the surrogate. The contract is in writing and is signed in the presence of two witnesses. As per the contract, Kishore and Noor are required to remunerate the surrogate with ` 2 lakh per child born as a result of surrogacy, and take care of her medical needs, including providing her with medical insurance. A healthy baby girl is born as a result of surrogacy. Kishore and Noor are overjoyed. They take care of the surrogate's medical expenses. However, they do not pay the surrogate the ` 2 lakh. The surrogate, supported by Queen, now wants to take Kishore and Noor to court, to demand that they make the payment. Will she succeed?**

- A. Yes, because Kishore and Noor are bound by the contract under the ICA.
- B. Yes, because the intending parents and the surrogate meet the eligibility requirements under the SRA.
- C. Yes, because the surrogate meets the eligibility requirements under the SRA.

- D. No, because SRA allows only altruistic surrogacy, so the contract is not valid under the ICA.

**Q30. Karan and Daniel are in a homosexual relationship. As per the Hindu Marriage Act, marriage is allowed only between heterosexual couples. As a result, Karan and Daniel are not married. However, they wish to have children and decide to go in for surrogacy. When they approach Queen's clinic, they are informed that they do not meet the requirements for an intending couple under the SRA. Karan and Daniel wish to challenge the SRA for violating their constitutional right to non-discrimination. The non-discrimination clause under the Constitution of India reads: 'No citizen shall be discriminated on the basis of sex, caste, religion, nationality, place of birth or any other ground'. Karan and Daniel argue that the SRA discriminates against them on the basis of sexual orientation, because it restricts surrogacy to heterosexual couples alone. Which of the following arguments would most strongly support their claim in court?**

- A. The non-discrimination clause does not explicitly mention sexual orientation.  
 B. Discrimination on the basis of sex could include discrimination on the basis of sexual orientation.  
 C. The non-discrimination clause is not restricted to explicitly mentioned grounds.  
 D. Surrogacy is restricted under the SRA to married couples, and only heterosexual couples can get married.

### Passage 7

Read the following passage and answer the following questions.

Until 2017, India did not have a codified law to order internet shut downs. A general power was vested in District Magistrates in this regard. The Magistrate could issue an order ordering a shut down if a 'speedy remedy' (extending to internet shut down) is desirable for 'immediate prevention' of an event. The Magistrate had to be satisfied that the order is 'likely to prevent or tends to prevent obstruction, annoyance or injury to human life, health or safety, or a disturbance of public tranquillity'. The Magistrate's order cannot be for longer than two months. In 2017, new rules to order internet shut downs were introduced taking the power away from the Magistrate. These rules — the Temporary Suspension Rules — state that internet shut downs can now only be ordered by the Home Secretary of the Union or State Governments. Only in "unavoidable circumstances" can the passing of orders be delegated to someone lower than the rank of a Joint Secretary to the Government of India. And even in this case, the official must be authorised by the Centre or State Home Secretary. Shut downs can be

ordered where 'necessary' or 'unavoidable' during a 'public emergency' or in the 'interest of public safety'. Shut down orders must necessarily detail the reasons to shut down the internet. The orders must also be sent to a review committee under the state or central government within 24 hours. The committee must then review them within five working days. The rules state that apart from the Chief Secretary and Legal Secretary, the committee can comprise a secretary other than the home secretary. In January 2020 the Supreme Court passed its judgement in the case of AnuradhaBhasin. The judgement in this case explicitly recognised two things: that the freedom to access information is a fundamental right under Article 19(1)(a) of the Constitution of India (which protects the freedom of speech and expression); and that the freedom to conduct your trade, profession or business over the internet is also a fundamental right under Article 19(1)(g) of the Constitution of India (which protects the freedom to practise any profession, or to carry on any occupation, trade or business). Every time the internet is suspended, it is quite obvious that it is a violation of these rights. These rights can only be curtailed in the interest of the 'sovereignty and security of the state, integrity of the nation, friendly relations with foreign states, or public order or for preventing incitement to the commission of an offence'. The Supreme Court's judgement in Anuradha Bhasin's case had also underlined that shut down orders must clearly provide reasons for the shut down and they must be publicly available.

[Extracted with edits and revisions from "In India, are internet shut downs in accordance with law? Not always", by Diksha Munjal, News Laundry]

**Q31. In 2014, India was hit by a terrible pandemic. It was the first time the country was experiencing a pandemic. People panicked. WhatsApp and Facebook groups became common platforms for sharing information about the pandemic. Messages were forwarded from group to group. Many of these messages prescribed different remedies to prevent and cure the flu caused by the pandemic. In Merodha district, people following these remedies began to fall sick. The already overburdened public sector hospitals became even more full. The district administration requested people to stop sharing such misinformation. However, these requests were not heeded. The District Magistrate issued an indefinite order to shut down the internet to prevent the transmission of these messages. Is this order legal?**

- A. Yes, because the District Magistrate has the power to issue a range of orders, which includes internet shut down orders.
- B. Yes, because the order was necessary on grounds of public health.
- C. Yes, because a speedy order was necessary to immediately prevent transmission of these messages.
- D. No, because the order was indefinite.

**Q32.** The Central government was preparing to conduct the National Medical Eligibility Test (“NMET”) on 25 October 2021. The exams were to be conducted in public schools around the country on computers provided by the government. In July 2021, there were rumours that several groups had hatched plans to share answers with the students taking the exam. A special chat application was developed. The student simply had to open the application on the browser of the computer on which they were taking the exam, allowing persons on the other end to send them the answers. The government was very concerned. If the rumours were true, the quality of doctors in training (who were selected through the NMET) would be severely affected. To prevent this public emergency, the government issued orders under the Temporary Suspension Rules to shut down internet countrywide on 25 October 2021. Many protested against this decision. They argued that the government could prevent cheating in the exams by shutting down the internet in the public schools where the exam was taking place. A nation-wide blanket shut down was not required for this purpose. Now, the issue is before the Supreme Court. What will the Court decide?

- A. The government’s order is legal under the Temporary Suspension Rules because it prevents a public emergency by preserving the quality of doctors in India.
- B. The government’s order is not legal under the Temporary Suspension Rules because the power belonged to the magistrate to issue orders under Section 144.
- C. The government’s order is not legal under the Temporary Suspension Rules because the nation-wide internet shut down order was not necessary or unavoidable.
- D. The government’s order is legal because it is the responsibility of the State to conduct exams in a fair manner.

**Q33.** In the above instance, the order was passed by the Communications Minister of the Indian Central Government. The Communications Minister is below the rank of Joint Secretary. The Home Secretary was away for a conference in Geneva and thus was not present in Delhi when the decision to pass the order was made. However, the Home Secretary could be contacted by phone or email. She had, in fact, explicitly said that she should be contacted if any need arises, however minor. As she had taken measures to make herself available virtually, the Home Secretary did not authorise any other official to exercise her functions. Against this, consider the following statements:

- i. The Communications Minister had the power to pass the order under the 2017

Rules.

- ii. The passing of the order by the Communications Minister was avoidable.
- iii. The power to pass the order remained with the Home Secretary.
- iv. The Communications Minister did not have the power to pass the order under the 2017 Rules.

Which of the following statements are false?

- A. Statement iv
- B. Statement i
- C. Statements ii and iii
- D. Statements ii and iv

**Q34.** Assume that in the above instance, the Joint Secretary passed the order. The order stated: 'By means of the discretion vested in me by the Temporary Suspension of Telecom Services (Public Emergency or Public Safety) Rules 2017, I suspend internet across all Indian States and Union Territories on October 25, 2021'. The order was passed on 15 October, 2021. The order was sent to the Central Government review committee within 8 hours of its passing. The committee reviewed and approved of the order on 22 October, 2021. Is the order legal?

- A. Yes, because it was passed under the 2017 rules.
- B. No, because the procedure under the 2017 rules was not followed.
- C. Yes, because the order was reviewed by the Central government review committee.
- D. No, because the order was passed 10 days before it was to come into effect.

**Q35.** In January 2022, communal riots were rife in five states in India, between two dominant communities, X and Y. The primary mode of communication amongst the rioters was Signal which could be accessed through the internet via mobile phones and computers. The State governments of the five States received information that some members of X group were planning to set the houses of members of Y group on fire. Through broad Signal broadcasts amongst all users, the leaders of X group were instigating members of their group to participate in this exercise, threatening public order. Creating or inciting threat to public order is a criminal offence under Section 163F of the Indian Penal Code. To prevent further communication between the leaders of X group and their members, the State shut Signal down. However, communication then shifted to other platforms. Realising that targeting isolated platforms would not work, the State governments issued an order shutting down internet completely in all the states. Two groups

protested against this order. First, students whose education was being conducted online due to the riots. They argued that they were prevented from accessing vital information, central to their education. Second, business owners who conducted business on the internet. The State's order read: 'In the five Indian States listed below, internet will be suspended for a period of two months from 10 January 2022 to 10 March 2022'. The State's order was not displayed anywhere (in print or virtually) from January to March 2022.

Consider the following statements:

- i. The students' right under Article 19(1)(a) was violated by the State order.
- ii. The business owners' right under Article 19(1)(g) was violated by the State order.
- iii. The State order validly restricted the said fundamental rights.
- iv. The State's order complied with the guidelines under Anuradha Bhasin.

How many statements are true?

- A. One statement
- B. Two statements
- C. Three statements
- D. All four statements

### Passage 8

Read the following passage and answer the following questions.

Consumers are people who buy and use goods or services. Consumers have a right to file a complaint for any of the services or goods used by them under Consumer Protection Law. Under Consumer Protection Law, a 'consumer' means: Person buying and using goods and services: A consumer includes any person who buys goods and services, as well as anyone who uses them. For instance, a person who watches a movie after buying a movie ticket is a consumer and similarly, a person who uses a gift voucher gifted from someone else is also a consumer. Person using goods for self-employment, and not for commercial purposes: The consumer protection law does not apply to people who use goods and services for commercial purposes. However, there are some exceptions to this. For example, people who use goods for self-employment are considered as consumers. For example, artists who buy art supplies for their work or beauticians who buy beauty products are consumers. Person using online facilities: A consumer also includes any person who buys or hires goods or services online. For example, if you order from an online clothes website, you are a consumer. People facing issues related to food: Consumers also include people who may be facing issues related to food items, such as adulteration, poor quality, lack of

service, etc. For instance, issues related to food can cover problems across a wide range of products, starting from water that goes into the production of items like juices as well as the sale of animals like chicken, mutton etc. that are expressly intended for human consumption.

[Extracted, with edits and revisions, from “Who is a Consumer?”, Nyaaya India]101. Clint Leone Morricone Ltd. (“CLML”) is a factory manufacturing bicycles. For the purpose of documentation and record keeping, it purchased a laptop from Pacer. However, within a month of the purchase, the laptop crashed and there was a motherboard failure. Despite a warranty, Pacer failed to replace the motherboard.

**Q36. Which of the following statements is correct?**

- A. Purchase of electronic items do not fall within the purview of consumer law.
- B. CLML is a consumer since it has bought a good for a price.
- C. CLML is not a consumer since it has purchased the laptop for commercial purpose.
- D. A company is not a person and so, cannot be a consumer.

**Q37. Sita Das has been working as a freelance journalist. She writes columns and news-reports for various newspapers and news-portals and is paid on the basis of each column and report. For the purpose of her writing work, she purchases a Pacer laptop. However, within a month of the purchase, the laptop crashed and there was a motherboard failure. Which of the following statements is correct?**

- A. Since she is using the laptop for the purpose of writing paid columns and news reports, Sita Das cannot be a consumer.
- B. Purchase of goods does not fall within the purview of Consumer Protection Law.
- C. Since she is using the laptop for the purpose of earning her livelihood, she will be a consumer.
- D. None of the above

**Q38. Kalpavruksha Charitable Trust runs a hospital. The hospital charges a fee from its patients. The fee is however 30% less than the commercial rates for all services and medical devices sold to patients. The hospital purchased a pacemaker from St. Rude’s — a globally reputed manufacturer of pacemakers, to be resold to and used by patients. Which of the following statements is correct?**

- A. The hospital is a charitable hospital and therefore, it is a consumer with respect to the pacemakers purchased from St. Rude’s.

- B. The hospital resells the pacemakers to patients and therefore cannot be considered as a consumer with respect to the pacemakers purchased from St. Rude's.
- C. The hospital resells the pacemakers at a discounted rate and therefore can be considered a consumer with respect to the pacemakers purchased from St. Rude's.
- D. Sale of medical devices is not covered by Consumer Protection Law.

**Q39.** Fitzit is an online platform that provides physiotherapy and other ancillary medical services. Amit Ghosh booked a physiotherapist on Fitzit for three months by paying an amount of ₹ 25,000. Fitzit guaranteed the availability of qualified physiotherapists for the duration. However, Fitzit failed to provide a qualified physiotherapist and the persons who were sent for the first two visits had no training or certification in the field. Amit Ghosh seeks to proceed against Fitzit under Consumer Protection Law. Which of the following statements can be correctly inferred?

- A. Since online services are not covered by Consumer Protection Law, Amit Ghosh cannot be considered a consumer.
- B. Since services are not covered by Consumer Protection Law, Amit Ghosh cannot be considered a consumer.
- C. Since online services are covered by Consumer Protection Law, Amit Ghosh shall be considered a consumer.
- D. Since medical services are not covered by Consumer Protection Law, Amit Ghosh cannot be considered a consumer.

**Q40.** Jitesh Shah purchased from BreatheEasy, a company selling respiratory devices, a nebuliser device for his son, Jignesh Shah, for use for clearing his nasal passages. The nebulizer was however defective and led to severe respiratory distress for Jignesh. Jignesh is considering filing a complaint against BreatheEasy under the Consumer Protection Law. Which of the following statements can be correctly inferred?

- A. Since Jignesh Shah did not purchase the device from BreatheEasy, he cannot be considered a consumer with respect to BreatheEasy.
- B. Since Jignesh Shah is a user of the device, he can be considered a consumer.
- C. Sale of medical devices are not covered by Consumer Protection Law.
- D. None of the above

**CLAT 2023 ANSWER KEY**

---

1	B	11	D	21	C	31	D
2	C	12	D	22	A	32	C
3	D	13	B	23	D	33	B
4	B	14	C	24	B	34	B
5	A	15	A	25	C	35	C
6	C	16	B	26	C	36	C
7	B	17	A	27	A	37	C
8	A	18	D	28	C	38	B
9	B	19	C	29	D	39	C
10	D	20	A	30	C	40	B

---

## CLAT 2023 SOLUTIONS

---

### 1- B

No, since Ashwin had only asked Ashima to do their household work, and not for others. As the passage clearly states that a woman doing her household chores is not maid like treatment and in the present situation ashwin asked to their household chores and not of others which is valid situation for marital obligations that come altogether.

### 2 - C

No, since Rakesh is not her husband, nor is he related to Ashwin. As stated in 498 A that the person who is cruelty must be either husband or his relative and rakesh is ashwin's friend and not a relative to him thus no cause of action arises under section 498A.

### 3- D

No, since she is no longer married to Ashwin. As the section 498 A clearly states that the cruelty must be done by husband or/and his relatives , as ashwin and ashima are divorced ashwin is no longer her husband thus section cannot be attracted.

### 4 - B

Ashima will get compensation under the PoMWA, but she is not right about Ashwin committing an offence under Section 498A of the IPC.

The act called the Protection of Rights of Married Women Act, 2021 (the "PoMWA"), says that if the woman is asked to the household chores husband has to pay the compensation to her and this said act is applicable retrospectively by 3 years thus ashima will get compensation 498b A but as the question said that she is doing it again which is not right by ashima. Thus the correct option is B.

### 5 - A

Yes, since Section 498A has now been changed, and Shamita's husband's actions would now be an offence under the changed Section 498A.

The relevant information provided as per the amendment says that if the woman is asked to the chores of any type she will be compensated and husband will be booked under section 498 A . here as shamita tells that her husband is forcing her to do all the household chores under the amendment shamita's husband will be booked under the section provided.

**6 - C**

No, since the Rules had not yet been notified.

It is clearly stated in the passage that the said act Criminal Procedure (Identification) Act, 2022 (the "Act") was passed in March 2022 and to be come in action from September 19, 2022. . Bhargesh is arrested by the police on April 11, 2022, which is prior the notification date.

**7- B**

Yes, since the Magistrate had passed an order directing him to do so. As the said act has happened after the notification date and as per new rules if magistrate orders to give certain samples as mentioned in the passage then the accused is compelled and cannot stand back against the orders.

**8 - A**

No, since he was not charged or under arrest in connection with any other offence at the time. The new act says that the person must be charged or under arrest with certain offence, over here it is just a presumption and not the actual charge framed onto bhargesh thus, he is not bound under the said act.

**9 -B**

Yes, since only police personnel of the rank of Head Constable or above can take measurements of any person who resists or refuses to give measurements when ordered to do so by a Magistrate.

Mentioned in the passage that "enables police personnel of the rank of Head Constable or above to take measurements of any person who resists or refuses to give measurements when ordered to do so by a Magistrate." Over here the police personnel is a constable which doesnot fit in the position mentioned as per the act. Thus, bhargesh will succeed.

**10 - D**

No, since the Magistrate had not issued the order.the question clearly states that the magistrate has refused to issue an order of 1 lakh against bhargesh thus, he cannot be compelled for .

**11 - D**

No, since the bond was valid on November 16, 2022. As the bond was bought on 10/11 thus it is still valid and cannot be discredited by bank on the ground of expiry of the date.

**12 - D**

No, since the changes to the Electoral Bond Scheme, 2018 provide that electoral bonds can be issued for an additional period of 15 days in years when there is an election to the Legislative Assembly of a State. In the passage it is clearly mentioned that if needed then bonds can be made viable for 15 days thus Assad's claim would be futile.

**13 - B**

No, since the party had already deposited the bond, and the money had been credited to its account. As per the rules stated the amount has already been deposited thus it is not possible to retrieve it. Even though Palak is not happy she cannot ask it back.

**14 - C**

No, since it does not fulfil the eligibility criteria announced in the November 15, 2022 notification. In the question it is mentioned the date is 15/11 and the party is likely to win the election not won yet, and does not complete the necessary criteria.

**15 - A**

The bond was no longer valid. As the date has passed and out of expiration thus the bond is no longer valid as provided in the passage.

**16 - B**

No, the blocking order is valid since Sunil had provided reasons for blocking the post. As the passage states that the necessary reasons must be provided and Sunil has provided it to UnReal thus the option B states up correctly.

**17 - A**

Yes, since it did not provide any reasons that could be communicated to the users of the social media platform. Even though the information is claimed to be classified there is no order and necessary reasons stated thus option A suits up appropriately.

**18 - D**

No, since the IT Act does not forbid Sunil from doing so. As stated in the passage that 66A can be brought into action, this leads to right and power to Sunil and IT act does not forbid Sunil to do so.

**19 - C**

Yes, since Section 69A of the IT Act only permits blocking information, or a particular post, but not a whole account. It is clearly mentioned in the passage that 69 A provides

permission for blocking certain posts not to suspend the whole account. The option C suits the best for the situation provided.

**20 - A**

The blocking order was valid, but UnReal's actions were inappropriate. The microblogging website provided with another set of rules and what must be proceeded thus it must be considered in appropriate in the given situation.

**21 - C**

Yes, she is entitled to free legal aid in the Supreme Court proceedings because she is a woman. As stated in the passage that if a appellant is a woman she can take the benefit of the NALSA. Thus the help provided is correct and in ambit of the Act.

**22 - A**

Yes, since Section 13(1) of the Act provides that free legal aid can be provided if NALSA is satisfied the person has a genuine case to prosecute, and they did not believe that Divya had a genuine case to prosecute. In this case it is clearly stated that she just wanted to harass which is not a substantial ground to work upon.

**23 - D**

No, since Riya is a woman, and is entitled to free legal aid as long as NALSA is satisfied she has a genuine case. Even though there are pending cases and already legal aid is being provided still if NALSA is convinced they can provide her legal aid and cannot deny her right.

**24 - B**

No, since he does not fit within any of the categories under Section 12 of the Act. Farhan can avail the benefits provided to him but cannot approach under the said act as he does not fit under any categories of the section 12.

**25 - C**

Yes, since he was in police custody. As he perfectly fits in the conditions provided in the passage and he is in police custody thus he can avail the benefits of NALSA.

**26 - C**

No, because they do not fall within the legal requirements of intending parents. The age limit set by the SRA act says that the woman must be within the age of 23-50 here the wife has exceeded the age limit thus, they cannot go for surrogacy.

**27 - A**

As the third statement says that the woman can be surrogate twice but as seen and stated in accordance to the act that the woman must be surrogate only once thus, as per the rules Geeta cannot be the surrogate for the intending couple mentioned.

**28 - C**

Yes, because their adopted child has been diagnosed with Striker's Syndrome. Even though they have a adopted child but the child is diagnosed with a terminally ill disease thus, they are capable to have surrogate child under SRA.

**29 - D**

No, because SRA allows only altruistic surrogacy, so the contract is not valid under the ICA. In India, surrogacy is allowed only in terms of giving others happiness i.e. Altruistic in here it is violating the ICA thus null and void.

**30 - C**

The non-discrimination clause is not restricted to explicitly mentioned grounds. It is discriminatory that homosexual couples are not allowed which seems like a violation of their fundamental right but no non discrimination clause is mentioned.

**31- D**

No, because the order was indefinite. The only problem that arises over here it is that the order was indefinite, which goes against the rules provided.

**32 - C**

The government's order is not legal under the Temporary Suspension Rules because the nation-wide internet shut down order was not necessary or unavoidable. As the problem was the certain area a nation wide shut down of internet was not needed and could have been avoided.

**33- B**

As per the rules stated in the ACT it is said that the joint secretary cannot start such shut down and even though the power was subordinated to secretary she had to authorise which she dodged and thus statement B is false.

**34 - C**

No, because the procedure under the 2017 rules was not followed. All the laws must have the procedure established by law which was missing in this particular situation thus option C suits the best.

**35 - C**

The State's order complied with the guidelines under Anuradha Bhasin, The State order validly restricted the said fundamental rights, The business owners' right under Article 19(1)(g) was violated by the State. These three statements are correct.

**36 - C**

CLML is not a consumer since it has purchased the laptop for commercial purpose. As stated in paragraph of the passage that people who buy commodities for commercial purposes will not be considered as consumers here this company is bicycle manufacturing thus not a consumer.

**37 - C**

Since she is using the laptop for the purpose of earning her livelihood, she will be a consumer. She is earning a livelihood out of it and she is a self employed person thus she is a consumer.

**38 - C**

The hospital resells the pacemakers at a discounted rate and therefore can be considered a consumer with respect to the pacemakers purchased from St. Rude's. as the hospital is reselling the pacemakers it will be considered as commercial and the hospital will not be considered as a consumer.

**39 - C**

Since online services are covered by Consumer Protection Law, Amit Ghosh shall be considered a consumer. E commerce consumers are also part of the consumer protection act and in this case ashutosh will be protected under the act and will get a chance of redressal.

**40 - B**

Since Jignesh Shah is a user of the device, he can be considered a consumer. Even though he bought it for his son but he is also using it thus he will also be considered as consumer and redressal provided to him.

# CLAT 2022

## Passage 1

Read the following passage and answer the following questions.

Writ is a public law remedy. It refers to a formal, written order issued by a judicial authority directing an individual or authority to do or refrain from doing an act. The High Court, while exercising its power of judicial review, does not act as an appellate body. It is concerned with illegality, irrationality and procedural impropriety of an order passed by the State or a Statutory Authority. A High Court is empowered to issue directions, orders or writs for the enforcement of Fundamental Rights and for any other purpose. The writ jurisdiction of High Court is discretionary and equitable. Writ of mandamus is issued by a court commanding a public authority to perform a public duty belonging to its office. It can be issued only when a legal duty is imposed on the authority and the petitioner has right to compel the performance of such duty. Writ of mandamus is requested to be issued, inter alia, to compel performance of public duties which may be administrative, ministerial or statutory in nature. A writ of mandamus may be issued in favour of a person who establishes a legal right in himself. It may be issued against a person who has a mandatory legal duty to perform, but has failed or has neglected to do so. Such a legal duty emanates by operation of law. The writ of mandamus is most extensive in regards to its remedial nature. The object of mandamus is to prevent disorder emanating from failure of justice and is required to be granted in all cases where law has established no specific remedy.

**Q1. The government of a state made a rule to make it discretionary to grant dearness allowance to its employees. One of the employees filed a writ petition seeking a mandamus to compel the government to grant dearness allowance. In the given situation, which of the following statements is true?**

- A. Writ of mandamus cannot be granted as no legal duty was imposed on the government to grant dearness allowance.
- B. Writ of mandamus cannot be granted as a statutory right was conferred on the employee to receive dearness allowance.
- C. Writ of mandamus can be granted as it is a public law remedy.
- D. Writ of mandamus can be granted as it is a discretionary remedy.

**Q2.A public-spirited citizen filed a writ petition seeking a mandamus to compel the government to make a law to curb the ill-effects of climate change. In the given situation, which of the following statements is true?**

- A. Writ of mandamus can be granted as it is an equitable remedy.
- B. Writ of mandamus cannot be granted as no legal duty is imposed on the government to pass a law to curb the ill-effects of climate change.
- C. Writ of mandamus can be granted as it is a discretionary remedy.
- D. Writ of mandamus cannot be granted as there is no violation of fundamental right.

**Q3.Mr. A and Mr. B are parties to a contract of sale of goods. Upon breach of contractual obligations by Mr. A, Mr. B filed a writ petition seeking a mandamus to compel Mr. A to perform his obligations under the contract. In the given situation, which of the following statements is true?**

- A. Writ of mandamus can be granted as it is a discretionary remedy.
- B. Writ of mandamus cannot be granted as there is no violation of fundamental right.
- C. Writ of mandamus cannot be granted as Mr. B's right under the contract is a private right.
- D. Writ of mandamus can be granted as there is no statutory duty imposed on Mr. A to fulfill his contractual obligations.

**Q4.A licensing officer is under a statutory duty to issue a license to an applicant who fulfils the conditions prescribed for the issue of such license. Mr. X, an applicant, fulfilled all the conditions prescribed for the issue of such license, but his application for issuance of license was rejected by the licensing officer. In the given situation, which of the following statements is correct?**

- A. Writ of mandamus can be granted compelling the license officer to issue the license.
- B. Writ of mandamus cannot be granted compelling the license officer to issue the license as there is no violation of fundamental right.
- C. Writ of mandamus can be granted as it is the discretion of the licensing officer to grant license.
- D. Writ of mandamus cannot be granted compelling the license officer to issue the license as there is no violation of public duty.

**Q5. Which of the following statements is incorrect?**

- A. Writ of mandamus may be issued in favour of a person who establishes the existence of a legal right.
  - B. Writ of mandamus may be issued against a person or authority who has a mandatory duty to perform but has failed or has neglected to do so.
  - C. Writ of mandamus is purported to prevent disorder emanating from failure of justice.
  - D. Writ of mandamus may be requested to be issued to compel performance of private duties which may be administrative, ministerial or statutory in nature.
- 

**Passage 2**

**Read the following passage and answer the following questions.**

To maintain the secular character of the Indian polity, not only does the Constitution of India guarantee freedom of religion to individuals and groups, but it is also against the general policy of the Constitution of India that any money be paid out of the public funds for promoting or maintaining any particular religion. Accordingly, it is provided in the Constitution of India that no person shall be compelled to pay any taxes, the proceeds of which are specifically appropriated in payment of expenses for the promotion or maintenance of any particular religion or religious denomination. This does not prohibit the State from enacting a law to incur expenses for the promotion or maintenance of any particular religion or religious denomination, but by such law, no person can be compelled to pay any tax, the proceeds of which are to be so utilized. This, however, does not invalidate levy of a fee to provide some service. Thus, a fee can be levied on pilgrims to a religious fair to meet the expenses of the measures taken to safeguard the health, safety and welfare of the pilgrims. Such fee levied by a State will be valid because the object of such contribution is not to foster or preserve religion, but to control secular administration of religious institutions.

**Q6. Mr. A, a tax-payer of various taxes levied by the State Government, filed a writ petition for issuance of a writ of mandamus directing the State to forbear from spending any amount from the public funds of the state for renovation of water tanks belonging to a Hindu temple in the State. These tanks were used by the general public, irrespective of their religious affiliation, for bathing and drinking purposes. In the given situation, which of the following statements is correct?**

- A. The State is promoting or maintaining the Hindu religion.

- B. The State cannot be said to be promoting or maintaining the Hindu religion.
- C. The State is compelling citizens to pay tax for promotion of Hindu religion.
- D. The State is compelling citizens to pay tax for maintenance of Hindu religion.

**Q7. Communal riots between religion 'A' and religion 'B' resulted in the destruction of places of worship of both religions in a State. As a result, the State Government utilized public funds for restoring the places of worship of both religions 'A' and 'B'. In the given situation, which of the following statements is correct?**

- A. The State Government's act is violative of the Constitution of India as it is promoting or maintaining particular religions.
- B. The State Government's act is not violative of the Constitution of India as it is not promoting or maintaining any particular religion.
- C. The State Government's act is violative of freedom of religion as it condones communal violence.
- D. The State Government's act is not violative of the Constitution of India as it is promoting or maintaining a particular religion.

**Q8. Communal riots between religion 'A' and religion 'b' resulted in the destruction of a place of worship of religion 'b' in the State. As a result, the State government utilized public funds for restoring the places of worship of religion 'b'. in the given situation, which of the following statements is correct?**

- A. The State government's act is violative of the Constitution of india as it is promoting or maintaining a particular religion.
- B. The State government's act is not violative of the Constitution of india as it is promoting or maintaining a particular religion.
- C. The State government's act is not violative of the Constitution of india as it is not promoting or maintaining a particular religion.
- D. The State government's act is violative of freedom of religion as it condones communal violence.

**Q9. A State government passed a law making it mandatory for all residents of the State to pay a hefty 'pilgrimage tax' so as to aid the State in organizing a popular religious pilgrimage in that State. the said pilgrimage is undertaken only by followers of religion 'X' and draws a large number of followers of religion 'X' from all over the country to the state every year. in the given situation, which of the following statements is correct?**

- A. The State government's act is violative of the Constitution of india as it is not promoting or maintaining religion 'X'.
- B. The State government's act is not violative of the Constitution of india as it is not promoting or maintaining religion 'X'.
- C. The State government's act is violative of the Constitution of india as it is compelling citizens to pay tax for promoting or maintaining religion 'X'.
- D. The State government's act is not violative of the Constitution of india as it is a measure to safeguard the health, safety and welfare of the pilgrims.

**Q10**The object of a State Legislation is “to provide for the better administration and governance of certain Hindu religious endowments”, where ‘religious endowment’ means the property belonging to or given or endowed for the support of temples. the State Legislation vests the supervision of public temples in a statutory authority, i.e., ‘Commissioner of Hindu religious endowments’. For the purpose of meeting the expenses of the Commissioner and his staff, every Hindu temple in the State is required under provisions of the State Legislation, to pay an annual contribution at certain percentage of their annual income. in the given situation, which of the following statements is correct regarding the annual contribution provided under the State Legislation?

- A. It is not violative of the Constitution of india because its object is the proper administration of religious trusts and institutions.
- B. It is not violative of the Constitution of india because its object is fostering of Hindu religion.
- C. It is violative of the Constitution of india because its object is fostering of Hindu religion.
- D. It is violative of the Constitution of india because its object is not inclusive of administration of religious endowments belonging to all religions.

### Passage 3

Read the following passage and answer the following questions.

The Constitution of india guarantees to all its citizens certain fundamental freedoms, which are recognized as their fundamental rights. However, these fundamental freedoms guaranteed by the Constitution of india are not absolute as no right can be. each of these fundamental rights is liable to be controlled, curtailed and regulated to some extent by laws made by the Parliament or the State Legislatures. Accordingly, the Constitution of india lays down the grounds and the purposes for which a legislature can

impose 'reasonable restrictions' on the rights guaranteed to citizens. The State cannot travel beyond the contours of these reasonable restrictions in curbing the fundamental rights guaranteed to citizens. While determining the constitutional validity of a restriction imposed on a fundamental right by a legislation, the Court is not concerned with the necessity of the restriction or the wisdom of the policy underlying it, but only whether the restriction is in excess of the requirement, and whether the legislature has overstepped the Constitutional limitations. Two of the fundamental rights guaranteed to every citizen of India are- the right to move freely throughout the territory of India and the right to reside and settle in any part of India. However, the State may impose reasonable restrictions on these rights by law, in the interests of the general public or for the protection of the interests of any Scheduled tribes.

**Q11. A law was enacted by the Parliament of India which consisted of a provision making it mandatory for every person riding a two-wheeler in India, to wear a helmet, failing which such person was made liable to a fine. Mr. X, a citizen of India, was fined for violation of the said provision. Mr. X challenged the constitutional validity of the said provision. In the given situation, which of the following statements is correct?**

- A. The provision is violative of the Constitution of India because it is a restriction on the freedom to move freely throughout the territory of India.
- B. The provision is not violative of the Constitution of India because it is a reasonable restriction on the freedom to move freely throughout the territory of India.
- C. Mr. X's fundamental right to move freely throughout the territory of India is violated.
- D. Both (A) and (C).

**Q12. A group of Indian students of XYZ university located in New Delhi, India posted on social networking sites that they would hold a demonstration outside the university campus, protesting against a recently passed law which made it compulsory for university students to wear uniforms while attending classes. The students further threatened to "use whatever means necessary" to "stop the oppression of students". Therefore, the State Authorities placed barricades around the university campus in order to restrict movement of the students carrying out the demonstration and ensuring that the demonstration does not turn violent. In the given situation, which of the following statements is correct regarding the act of placing of barricades by State Authorities?**

- A. The act is violative of the Constitution of india because it is a restriction on the freedom to move freely throughout the territory of india.
- B. The act is not violative of the Constitution of india because it is a reasonable restriction in the interests of general public.
- C. The act is violative of the Constitution of india because it is restriction in the interest of students.
- D. The act is not violative of the Constitution of india because it is a reasonable restriction in the interest of morality.

**Q13. The appropriate authority in a State passed an externment order against Mr. A, a citizen of India. The externment order prohibited Mr. A, from residing within the State, from the date specified in such order. The externment order was passed by virtue of powers conferred on the appropriate authority by law, and the constitutional validity of this law had been upheld by the Supreme Court of India. The externment order was passed on the ground that Mr. A was found to be frequently engaged in illegal business of narcotic drugs and was also involved in several cases of riot and criminal intimidation. In the given situation, which of the following statements is correct regarding the externment order?**

- A. It is a reasonable restriction on Mr. A's fundamental right of free movement throughout the territory of India.
- B. It is an unreasonable restriction on Mr. A's fundamental right of residence and settlement in any part of India.
- C. It is violative of Mr. A's fundamental right of free movement throughout the territory of India.
- D. It is an unreasonable restriction on Mr. A's fundamental right of free movement throughout the territory of India.

**Q14. Mr. Z, a citizen of India, was issued a passport on June 1, 2020 by the Passport Office. Mr. Z was due to travel to Spain on July 15, 2021. On July 11, 2021, Mr. Z received a letter from the Regional Passport Officer intimating him that it was decided by the Government of India to seize his passport "in public interest". Mr. Z was required to surrender his passport within seven days of the receipt of that letter. In the given situation, which of the following statements is correct?**

- A. Mr. Z can challenge the letter on the ground that it is violative of his fundamental right of free movement throughout the territory of India.

- B. Mr. Z can challenge the letter on the ground that it is violative of his fundamental right to reside and settle in any part of India.
- C. Mr. Z can challenge the letter on the ground that it is violative of the law relating to passports in India.
- D. Mr. Z cannot challenge the letter on the ground that it is violative of his fundamental right(s) of free movement throughout the territory of India and/or to residence and settlement in any part of India.

**Q15. Which of the following statements is incorrect?**

- A. Fundamental right to movement and residence in any part of India are sacrosanct and are guaranteed to all citizens.
- B. Fundamental right to movement and residence in any part of india are sacrosanct, but are guaranteed subject to reasonable restrictions on such rights.
- C. Reasonable restrictions may be imposed, on fundamental rights to movement and residence in any part of india, by law.
- D. The constitutional validity of a law imposing reasonable restrictions on fundamental rights can be challenged by a citizen before the legislature.

**Passage 4**

**Read the following passage and answer the following questions.**

Where a spouse contracts a second marriage while the first marriage is still subsisting, the spouse would be guilty of the offence of bigamy under the penal law in India, if it is proved that the first as well as the second marriages were legally valid, i.e., all the necessary ceremonies required by law or by custom have been performed at the time of contracting the marriages. According to the penal law in India, if a person, who has a living husband or wife, marries again, then such person is liable to be punished with imprisonment up to seven years along with a fine for committing the offence of bigamy. Although the penal law of India is applicable to all citizens irrespective of their religious affiliations, an exception to the offence of bigamy may be created by the law relating to marriage applicable to followers of a particular religion. Under the Hindu law relating to marriage, bigamy is not permitted. If a Hindu wife files a criminal complaint against her husband on the ground that during the subsistence of her marriage, her husband had married a second wife by converting into another religion which legally permits having more than one wife, then her husband is liable to be punished for the offence of bigamy. Further, the Hindu law relating to marriage also provides that the punishment for offence of bigamy as provided in the penal law of India would be applicable to marriage between two Hindus.

**Q16.** Mr. A, a Hindu male, has been married to Ms. B, a Hindu female. Their marriage was solemnized as per Hindu rites and ceremonies. After his marriage to Ms. B, Mr. A underwent religious conversion into a religion 'X' which legally permits males to have two wives. Thereafter, Mr. A got married to Ms. C, a female belonging to religion 'X', in compliance with all the legal requirements of contracting a valid marriage under religion 'X'. In the given situation, which of the following statements is true?

- A. As Mr. A married Ms. C, the marriage of Mr. A and Ms. B has become invalid.
- B. As Mr. A is not a Hindu, the marriage of Mr. A and Ms. B has become invalid.
- C. Mr. A's marriage with Ms. C has not affected the validity of his marriage with Ms. B.
- D. Both (A) and (B).

**Q17.** Mr. A, a Hindu male, has been married to Ms. B, a Hindu female. Their marriage was solemnized as per Hindu rites and ceremonies. After his marriage to Ms. B, Mr. A underwent religious conversion into a religion 'X' which legally permits males to have two wives. Thereafter, Mr. A got married to Ms. C, a female belonging to religion 'X', in compliance with all the legal requirements of contracting a valid marriage under religion 'X'. Ms. B filed a criminal complaint against Mr. A for committing the offence of bigamy. In the given situation, which of the following statements is true?

- A. Mr. A is liable to be punished according to the Hindu law relating to marriage.
- B. Mr. A is liable to be punished according to the penal law of India.
- C. Mr. A has not committed the offence of bigamy.
- D. Both (A) and (B).

**Q18.** Mr. A, a Hindu male, has been married to Ms. B, a Hindu female. Their marriage was not solemnized as per Hindu rites and ceremonies or any other custom, but was performed by seeking blessings of their family members. After his marriage to Ms. B, Mr. A underwent religious conversion into a religion 'X' which legally permits males to have two wives. Thereafter, Mr. A got married to Ms. C, a female belonging to religion 'X', in compliance with all the legal requirements of contracting a valid marriage under religion 'X'. Ms. B filed a criminal complaint against Mr. A for committing the offence of bigamy. In the given situation, which of the following statements is true?

- A. Mr. A has committed the offence of bigamy because he married again during the subsistence of the first marriage.
- B. Mr. A has not committed the offence of bigamy because his first marriage is not valid.
- C. Mr. A has committed the offence of bigamy because he underwent religious conversion in order to contract a bigamous marriage.
- D. Mr. A has not committed the offence of bigamy because his second marriage is

**Q19. Mr. A, a male belonging to religion 'P', has been married to Ms. B, a female belonging to religion 'P'. Their marriage was solemnized in compliance with all the legal requirements of contracting a valid marriage under religion 'P'. Monogamy is espoused as a cherished value by the followers of religion 'P' and provided as a pre-condition for a valid marriage for the followers of the religion. After his marriage to Ms. B, Mr. A underwent religious conversion into a religion 'Q' which legally permits males to have two wives. Thereafter, Mr. A got married to Ms. C, a female belonging to religion 'Q', in compliance with all the legal requirements of contracting a valid marriage under religion 'Q'. Ms. B wife filed a criminal complaint against Mr. A for committing the offence of bigamy. In the given situation, which of the following statements is true?**

- A. Mr. A has committed bigamy according to the Hindu law relating to marriage.
- B. Mr. A has committed bigamy according to the penal law of India.
- C. Mr. A has committed bigamy according to the law relating to marriage of religion 'P'.
- D. Both (B) and (C).

**Q20. Which of the following statements is incorrect?**

- A. Marrying again during lifetime of husband or wife is a pre-condition for performing a valid Hindu marriage.
- B. Religious conversion is not a defence for the offence of bigamy under the penal law of India.
- C. Bigamy is an offence under the penal law of India. Offence of bigamy can be committed
- D. According to the provisions of Hindu law relating to marriage.

**Passage 5**

Read the following passage and answer the following questions.

A special marriage, i.e., a marriage between persons from two different religious affiliations can be legally contracted in India under the provisions of the law relating to special marriages. The law relating to special marriages provides for the registration of such marriages and for divorce in such cases. One of the modes in which a special marriage can be legally terminated is through divorce by mutual consent of parties to the marriage. In order to obtain a divorce by mutual consent, both the parties to the special marriage are required to jointly present a petition for divorce to the district court on the ground that they have been living separately for one year or more, that they have not been able to live together and that they have mutually agreed that the marriage should be dissolved. At least six months after the presentation of such petition, but not later than eighteen months after the presentation of such petition, the district court, after hearing the parties and after making the necessary inquiry, and being satisfied that the marriage is a 'special marriage', and that the claims made in the petition are true, shall declare the marriage to be dissolved. Further, the personal presence of the parties before the district court at the time of presenting the joint petition for divorce is not mandatory, as the parties can satisfy the court even by affidavit that the requirements for granting divorce on mutual consent are fulfilled.

**Q21. Ms. A, a Hindu female and Mr. B, a Christian male, got married as per the law relating to special marriages in January 2018. On January 26, 2021, Ms. A and Mr. B jointly presented a petition for divorce by mutual consent before the district court on the ground that they have been inflicting mental cruelty on each other for a period of three years and that they have mutually agreed that the marriage should be dissolved. In the given situation, which of the following statements is correct?**

- A. The district court shall pass a decree of divorce within six months after the presentation of petition for divorce by mutual consent.
- B. The district court shall pass a decree of divorce after eighteen months of the presentation of petition for divorce by mutual consent.
- C. The district court shall not immediately pass a decree of divorce by mutual consent.
- D. The district court shall immediately pass a decree of divorce by mutual consent if it is satisfied that the marriage was valid.

**Q22. Ms. A, a Hindu female and Mr. B, a Christian male, got married as per the law relating to special marriages in January 2018. On February 15, 2021, Ms. A presented a petition for divorce by mutual consent before the district court on the ground that Ms. A and Mr. B have been living separately for a period of one year because Mr. B has been in an adulterous relationship with Ms. X, a Christian female. In the given situation, which of the following statements is correct?**

- A. The district court shall pass a decree of divorce by mutual consent six months after the date of presentation of petition for divorce.
- B. The district court shall pass a decree of divorce by mutual consent eighteen months after the date of presentation of petition for divorce.
- C. The district court shall not pass a decree of divorce by mutual consent as the requirements for grant of divorce are not fulfilled.
- D. The district court shall not pass a decree of divorce by mutual consent as Ms. A and Mr. B have not been living separately for more than one year.

**Q23. Ms. A, a Hindu female and Mr. B, a Christian male, got married as per the law relating to special marriages in January 2018. On April 10, 2021, Ms. A and Mr. B jointly presented a petition for divorce by mutual consent before the district court on the ground that they have been living separately for a period of three years and that they have mutually agreed that the marriage should be dissolved. In the given situation, which of the following statements is correct?**

- A. The district court shall pass a decree of divorce by mutual consent after all other legal requirements are fulfilled.
- B. The district court shall pass a decree of divorce by mutual consent immediately because Ms. A and Mr. B have been living separately for more than one year.
- C. The district court shall not pass a decree of divorce by mutual consent because the marriage between Ms. A and Mr. B is not valid.
- D. The district court shall not pass a decree of divorce by mutual consent because neither party is at fault in the marriage.

**Q24. Ms. A, a Hindu female and Mr. B, a Christian male, got married as per the provisions of the law relating to special marriages in January 2018. On June 16, 2021, Ms. A and Mr. B jointly presented a petition for divorce by mutual consent before the district court on the ground that they have been living separately for a period of three years and that they have mutually agreed that the marriage should be dissolved. During the presentation of the petition, while Ms. A was present physically in the district court, Mr. B joined via video-conferencing. In the given situation, which of the following statements is correct?**

- A. The district court may pass a decree of divorce by mutual consent six months after the date of presentation of petition for divorce.
- B. The district court shall pass a decree of divorce by mutual consent after all other legal requirements are fulfilled.
- C. The district court shall not pass a decree of divorce by mutual consent.
- D. Both (A) and (B).

**Q25. Ms. A, a Hindu female and Mr. B, a Christian male, got married as per the law relating to special marriages in January 2018. On March 15, 2021, Ms. A and Mr. B jointly presented a petition for divorce before the district court on the ground that they have been living separately for a period of three years and that they have mutually agreed that the marriage should be dissolved. Six months later, the district court, after hearing the parties and making inquiry, found that the marriage had been solemnized under the law relating to special marriages, and that the consent of Ms. A for the presentation of petition of divorce was obtained by fraud. In the given situation, which of the following statements is correct?**

- A. The district court shall pass a decree of divorce by mutual consent because the legal requirements are fulfilled.
- B. The district court shall pass a decree of divorce because the marriage had been solemnized under the law relating to special marriages.
- C. The district court shall not pass a decree of divorce because there was no mutual consent between parties.
- D. The district court shall not pass a decree of divorce because Ms. A has not been punished for fraud.

---

### Passage 6

**Read the following passage and answer the following questions.**

There are two principal theories on the relationship between international law and domestic law—Monism and Dualism. The monistic theory maintains that the subjects of two systems of law, i.e., international law and municipal law are essentially one. The monistic theory asserts that international law and municipal law are fundamentally the same in nature, and arise from the same science of law, and are manifestations of a single conception of law. The followers of this theory view international law and municipal law as part of a universal body of legal rules binding all human beings, collectively or singly. In a monist system, international law does not need to be

incorporated into domestic law because international law immediately becomes incorporated in domestic legal system upon ratification of an international treaty. According to this theory, domestic law is subordinate to international law. The Statute of the International Criminal Court, therefore, can be directly applied and adjudicated in national courts according to the monistic theory. According to dualism theory, international law and municipal law represent two entirely distinct legal systems, i.e., international has an intrinsically different character from that of municipal law. International law is not directly applicable in the domestic system under dualism. First, international law must be translated into State legislation before the domestic courts can apply it. For example, under dualism, ratification of the Statute of the International Criminal Court is not enough-it must be implemented through State legislation into the domestic system. Most states and courts presumptively view national and international legal systems as discrete entities and routinely discuss in dualist fashion incorporation of rules from one system to the other.

**Q26. In light of the given passage, which of the following statements is correct?**

- A. Monism and Dualism are similar approaches to adopt international law into domestic law.
- B. Dualism postulates the homogeneousness of domestic law and international law.
- C. Monism and Dualism are different approaches to understand how domestic law impacts international law.
- D. Monism postulates the homogeneousness of international law and domestic law.

**Q27. 'X' is a developing country. 'X' ratified the United Nations Framework Convention on Climate Change in 1995, and incorporated the provisions of the said convention in its domestic legislation addressing climate change in 1996. However, 'X' has been widely criticized in the international community for its failure in meeting the obligations under the said convention. 'Y' is a developed country. 'Y' ratified the United Nations Framework Convention on Climate Change in 1995, and has not incorporated the provisions of the said convention in its domestic legislation till date. 'Y' has been appreciated by the international community for its success in meeting the obligations under the said convention. In the given situation, which of the following statements is correct?**

- A. 'X' is a monist State and 'Y' is a dualist State.
- B. 'X' is a dualist State and 'Y' is a monist State.
- C. 'X' and 'Y' are both monist States.
- D. 'X' and 'Y' are both dualist States.

**Q28. 'D', a dualist State, has signed and ratified the Agreement on Trade-related Aspects of Intellectual Property Rights (TRIPS Agreement), an international agreement administered by the World Trade Organization (WTO). If 'D' is compelled to fulfill its international obligations under the TRIPS Agreement, which of the following statements is correct?**

- A. 'D' may adopt the provisions of the TRIPS Agreement without enacting a new domestic legislation or amending an existing legislation.
- B. 'D' may not incorporate the provisions of the TRIPS Agreement into a new domestic legislation.
- C. 'D' must incorporate the provisions of the TRIPS Agreement into an existing domestic legislation or in a new domestic legislation.
- D. 'D' may not incorporate the provisions of the TRIPS Agreement into an existing domestic legislation.

**Q29. Which of the following statements is incorrect?**

- A. According to monism, the nature of domestic law and international law is the same and domestic law is subordinate to international law.
- B. According to monism, ratified international conventions automatically become a part of domestic law and domestic law is subordinate to international law.
- C. According to dualism, ratified international conventions automatically become a part of domestic law and domestic law is subordinate to international law.
- D. According to dualism, the nature of domestic law and international law is different and domestic law is not subordinate to international law.

**Q30. The country 'X' has ratified an International Convention which requires each State Party to enact laws defining and punishing bribery, i.e., the act of offering bribes to Government officials. The Convention has neither defined bribery, nor prescribed a punishment for the same, so that each State Party may define the offence of bribery differently in their respective domestic legislations. By 2022, 'X' has not enacted any law defining and punishing the offence of bribery. In November 2021, Mr. A was being prosecuted by a domestic criminal court in 'X' for allegedly offering a bribe to a Government official. In the given situation, which of the following statements is correct?**

- A. If 'X' is a monist State, Mr. A can be punished for committing an offence under the Convention.
- B. If 'X' is a dualist State, Mr. A can be punished for committing an offence under the Convention.

- C. If 'X' is a dualist State, Mr. A cannot be punished for committing an offence under the Convention.
- D. Mr. A cannot be punished for committing an offence under the Convention irrespective of whether 'X' is a monist or a dualist State.

### Passage 7

Read the following passage and answer the following questions.

The United Nations Commission on Environment and Development defines 'sustainable development' as follows: "Sustainable development is the development that meets the needs of the present without compromising the ability of future generations to meet their own needs." Sustainable development clearly postulates an anthropocentric bias, least concerned with the rights of other species which live on this earth. Anthropocentrism is always human-interest focused thinking that considers non-humans as having only instrumental value to humans, in other words, humans take precedence and human responsibilities towards non-humans are based on benefits to humans. Eco-centrism is nature-centred, where humans are part of nature and non-humans have intrinsic value. In other words, human interest does not take automatic precedence and humans have obligations towards non-humans independently of human interest. Eco-centrism is, therefore, life-centred, nature-centred where nature includes both humans and non-humans. The Constitution of India protects not only human rights but also casts an obligation on human beings to protect and preserve a species from becoming extinct. Conservation and protection of environment is an inseparable part of the fundamental right to life. According to the doctrine of 'public trust' recognized under the Constitution of India, certain common properties such as rivers, seashores, forests and the air are held by the Government in trusteeship for the free and unimpeded use of the general public. The resources like air, sea, waters and the forests have such a great importance to the people as a whole, that it would be totally unjustified to make them a subject of private ownership. The State, as a custodian of the natural resources, has a duty to maintain them not merely for the benefit of the public, but for the best interest of flora and fauna, wildlife and so on.

**Q31. Ms. G, a student of environmental science, has cultivated a butterfly garden which provides a favourable habitat for butterflies. Ms. G has cultivated the butterfly garden so that she could observe and study the different stages of development of butterflies such as egg, larvae, pupae, and adult. In the given situation, which of the following statements is correct?**

- A. Ms. G's approach to cultivation of butterfly garden is anthropocentric because it concerns the furtherance of her academic interest.
- B. Ms. G's approach to cultivation of butterfly garden is anthropocentric because it concerns the conservation of environment.
- C. Ms. G's approach to cultivation of butterfly garden is eco-centric because it concerns the provision a favourable habitat to the butterflies.
- D. Ms. G's approach to cultivation of butterfly garden is eco-centric because it concerns the understanding of the different stages of development of butterflies.

**Q32. Which of the following statements is correct?**

- A. Anthropocentrism and eco-centrism are different approaches to achieving sustainable development.
- B. Anthropocentrism focuses on the promotion of non-human interests.
- C. Eco-centrism is concerned with the promotion of both human and non-human interests.
- D. Anthropocentrism and eco-centrism are different approaches to protection of environment and sustainable development.

**Q33. Which of the following is the basis for the difference between anthropocentrism and eco-centrism?**

- A. The inherent value placed on humans and non-humans.
- B. The inherent value placed on living things and non-living things.
- C. The relationship between human society and environment.
- D. The relationship between non-humans and environment.

**Q34. Which of the following statements is correct regarding fundamental right to life under the Constitution of India?**

- A. It creates a corresponding duty on human beings to protect and preserve non-humans.
- B. It creates a corresponding duty on non-humans to protect the right to life of human beings.
- C. It is inclusive of the right of human beings to utilize non-human resources to the best of their advantage.
- D. It is inclusive of the right of non-humans to utilize human resources to the best of their advantage.

**Q35. Which of the following statements is incorrect according to the doctrine of "public trust"?**

- A. Private ownership of forests is unwarranted.
  - B. Forests are held by the State in a fiduciary capacity.
  - C. State is obligated to maintain forests for their economic value.
  - D. State is obligated to maintain forests in the interest of humans and non-humans.
- 

### **Passage 8**

**Read the following passage and answer the following questions.**

When parties to a contract are under a 'mistake' regarding an important fact related to such contract, it may affect the contract in two ways. It may, firstly, defeat the consent altogether that the parties are supposed to have given, that is to say, the consent is unreal. Two or more persons are said to consent when they agree upon the same thing in the same sense. Secondly, the mistake may mislead the parties as to the purpose which they had contemplated. Where the mistake does not defeat consent, but only misleads the parties, i.e., where both parties to an agreement are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, if the mistake is concerning an erroneous opinion regarding value of the subject-matter of the agreement, it is not a mistake as to a matter of fact. Thus, agreement is void when: (1) both the parties to an agreement are mistaken, (2) their mistake is as to a matter of fact, and (3) the fact about which they are mistaken is essential to the agreement. Further, it is pertinent to note that a mistake, in order to invalidate a contract, should be a mistake of fact and not a mistake of law. Furthermore, where only one party to the contract is under mistake of fact, and the other party is not, the contract is not voidable merely for such reason.

**Q36. Mr. A entered into an agreement to sell his bicycle which had been kept unused in his attic for a year, to Mr. B, at an agreed price. However, neither party was aware that at the time of entering into the agreement, the bicycle had already been destroyed by a fire in the attic. In the given situation, which of the following statements is true?**

- A. The agreement is void as both parties were under a mistake as to a matter of fact essential to the agreement.
- B. The agreement is void as both parties were under a mistake as to a law in force in India.

- C. The agreement is not voidable as only one of the parties was under a mistake as to a matter of fact.
- D. The agreement is not voidable as the promise made under the agreement had not been performed.

**Q37. Ms. X and Ms. Y entered into a contract of sale of an article, while reeling under the erroneous belief that the sale of the article, which was the subject-matter of the agreement, was permitted by the law in force in India. In the given situation, which of the following statements is true?**

- A. The contract is valid.
- B. The contract is voidable at the option of Ms. X.
- C. The contract is voidable at the option of Ms. Y.
- D. The contract is not voidable.

**Q38. Mr. J entered into an agreement with Mr. K for the sale of Mr. J's 'club'. At the time of entering into the agreement, while Mr. J believed that he was agreeing to sell his golf club, Mr. K believed that he was agreeing to buy a clubhouse owned by Mr. J. The agreement is void because:**

- A. Mistake of fact defeated the consent of the parties.
- B. Mistake of fact misled the parties as to the purposes of the contract.
- C. Mistake of fact was regarding the identity of parties.
- D. Both (A) and (B)

**Q39. Mr. D appointed Mr. K to manage the cultivation of his land as he was unable to manage it himself due to his advanced age. Mr. K agreed to manage the cultivation of Mr. D's land if he granted Mr. K a lease of the said land. Mr. D agreed to the same and signed a deed which was, unknown to both parties, a joint deed of the land and not a lease deed. In the given situation, which of the following statements is true?**

- A. Mr. D and Mr. K were reeling under a mistake as to a matter of fact essential to the agreement.
- B. Mr. D and Mr. K were reeling under a mistake as to a matter of law essential to the agreement.
- C. Mr. D was reeling under a mistake as to a matter of fact essential to the agreement.
- D. Mr. D was reeling under a mistake as to a matter of law essential to the agreement.

**Q40. Ms. X and Ms. Y entered into a contract of sale of an article which was agreed to be shipped by Ms. X in a ship named 'The Cruieer' and delivered to Ms. Y on an agreed date. Mr. X shipped the said article by a ditlerent ship named 'The Mariner', without informing Ms.Y and the article was delivered to Ms Y on the agreed date. In the given situation, which of the following statements is true?**

- A. The agreement is void as both porties were under a mistake as to a mather of fact essential to the agreement.
  - B. The sgreement is void as both parties were under a mistake as to a law in force in India.
  - C. The agreement is valid as both parties were under a mistake as to a matter of fact not essential to the agreement.
  - D. The agreement is valid as both parties were under a mistake as to a matter of fact essential so the agreement.
-

**CLAT 2022 ANSWER KEY**

---

1	A	11	B	21	C	31	A
2	B	12	B	22	C	32	C
3	C	13	A	23	A	33	A
4	A	14	D	24	D	34	A
5	D	15	D	25	C	35	C
6	B	16	C	26	D	36	A
7	B	17	D	27	B	37	D
8	C	18	B	28	C	38	D
9	C	19	D	29	C	39	A
10	A	20	A	30	D	40	C

---

## CLAT 2022 SOLUTIONS

---

### 1-A

Writ of mandamus cannot be granted as no legal duty was imposed on the government to grant dearness allowance. The writ of mandamus is applied only when there is a legal duty imposed on the public office/officers. Here, there is no such situation. Thus cannot be attracted.

### 2-B

Writ of mandamus cannot be granted as no legal duty is imposed on the government to pass a law to curb the ill-effects of climate change. As the writ mandates that there shall be legal duty but as seen over this issue that it is a request not a legal duty imposed onto government thus writ cannot be issued by the courts.

### 3-C

Writ of mandamus cannot be granted as Mr. B's right under the contract is a private right. The liability is contractual not the part of writ thus the writ cannot be attracted to this situation.

### 4-A

Writ of mandamus can be granted compelling the license officer to issue the license. As in this situation seen the person is public officer and public authority thus writ of mandamus can be attracted over this officer and the order of court is valid.

### 5-D

Writ of mandamus may be requested to be issued to compel performance of private duties which may be administrative, ministerial or statutory in nature. The writ of mandamus can only be applied to public offices not private be it of any kind. Mandamus means we command, the courts command it to public offices with legal duty to compel.

### 6-B

The State cannot be said to be promoting or maintaining the Hindu religion. It is clearly mentioned in the question that water was used by general public. Secularism states that state must not have any official religion. Here in this question water is not bound to any religious sentiments as it is used by all.

**7-B**

The State Government's act is not violative of the Constitution of India as it is not promoting or maintaining any particular religion. Secularism maintains peace between diverse communities, here it is for public good thus it is not violative of the constitution.

**8-C**

The State government's act is not violative of the Constitution of India as it is not promoting or maintaining a particular religion. Secularism maintains harmony in the society and the usage of funds for maintaining the good sense in the society is not violation of any constitutional provisions.

**9-C**

The State government's act is violative of the Constitution of India as it is compelling citizens to pay tax for promoting or maintaining religion 'X'. As clearly mentioned in the passage that secularism is an integral part of India. Thus, promoting only one religion breaks the heart and soul of secularism and is violation of Indian constitution.

**10-A**

It is not violative of the Constitution of India because its object is the proper administration of religious trusts and institutions. It is mentioned under fundamental right under art 25 that right to religion is with everyone, thus such religious endowments are not violative of any constitutional provisions.

**11-B**

The provision is not violative of the Constitution of India because it is a reasonable restriction on the freedom to move freely throughout the territory of India. As no fundamental right is absolute certain reasonable restrictions can be applied. In this situation Mr. X will not succeed in his contention.

**12-B**

The act is not violative of the Constitution of India because it is a reasonable restriction in the interests of general public. Well right to peaceful protest has been provided to the citizens but the words used here as in "by whatever means" which seems threatening thus the reasonable restrictions in the interest of public wellbeing is absolutely constitutional.

**13-A**

It is a reasonable restriction on Mr. A's fundamental right of free movement throughout the territory of India. As Mr. A is associated with illegal business of narcotics the reasonable restriction on his freedom of movement is reasonable.

**14-D**

Mr. Z cannot challenge the letter on the ground that it is violative of his fundamental right(s) of free movement throughout the territory of India and/or to residence and settlement in any part of India. As it is mentioned the reason was in "public interest" the reasonable restrictions are valid.

**15-D**

The constitutional validity of a law imposing reasonable restrictions on fundamental rights can be challenged by a citizen before the legislature. As mentioned clearly in article 19 of Indian constitution that no right is absolute reasonable restrictions can be applied if necessary to maintain law order and morality for public well being.

**16-C**

Mr. A's marriage with Ms. C has not affected the validity of his marriage with Ms. B. As stated that the religion in which Mr. A has converted allows him to have two wives thus his marriage validity with Ms. C is valid as per the contractual obligation.

**17-D**

Both (A) and (B). Under section 494 and 495 of IPC 1860 the act of bigamy is punishable and as per Hindu marriage act the man can have only one wife. Thus he has breached both the provisions and is liable for the offence of bigamy. {refer Sarla Mudgal case}

**18-B**

Mr. A has not committed the offence of bigamy because his first marriage is not valid. As both the people just sought the blessings of the parents and no ceremonies or rituals or no registration of marriage happened thus no offence of bigamy has happened in this particular case.

**19-D**

Both (B) and (C). Under section 494 and 495 of IPC 1860 the act of bigamy is punishable and as per P religion the man can have only one wife {monogamy}. Thus he has breached both the provisions and is liable for the offence of bigamy. {refer Sarla Mudgal case}

**20-A**

Marrying again during lifetime of husband or wife is a pre-condition for performing a valid Hindu marriage. The hindu marriage is considered monogamous and marrying prior is no pre requisite thus the option is incorrect among all the statements.

**21-C**

The district court shall not immediately pass a decree of divorce by mutual consent. As stated in the passage that "divorce by mutual consent of parties to the marriage. In order to obtain a divorce by mutual consent, both the parties to the special marriage are required to jointly present a petition for divorce to the district court on the ground that they have been living separately for one year or more, that they have not been able to live together and that they have mutually agreed that the marriage should be dissolved. At least six months after the presentation of such petition, but not later than eighteen months after the presentation of such petition, the district court, after hearing the parties and after making the necessary inquiry, and being satisfied that the marriage is a 'special marriage', and that the claims made in the petition are true, shall declare the marriage to be dissolved."

**22-C**

The district court shall not pass a decree of divorce by mutual consent as the requirements for grant of divorce are not fulfilled. In the present case both the spouses are living separately as the man has adulterous relationship with other woman which doesnot seems like a mutual divorce, and thus doesnot fulfill the requisite criterion.

**23-A**

The district court shall pass a decree of divorce by mutual consent after all other legal requirements are fulfilled. All the requisites of the of the divorce are fulfilled here as they are living separately for 3 years thus the order of the court shall pass the decree.

**24-D**

Both (A) and (B). The district court may pass a decree of divorce by mutual consent six months after the date of presentation of petition for divorce. The district court shall pass a decree of divorce by mutual consent after all other legal requirements are full filed. All the factors are in favour thus the decree can be passed by the court.

**25-C**

The district court shall not pass a decree of divorce because there was no mutual consent between parties. For divorce there shall be mutual consent between the parties which lacks here thus the court shall not pass the decree for such divorce.

**26-D**

Monism postulates the homogeneousness of international law and domestic law. As it is clearly mentioned through the language of the passage that monism theory says that international law and domestic laws must work in accordance with each other.

**27-B**

'X' is a dualist State and 'Y ' is a monist State. State Y deals with the equity of international law and domestic laws thus it's a monist state.

**28-C**

'D' must incorporate the provisions of the TRIPS Agreement into an existing domestic legislation or in a new domestic legislation. As D is a dualist state it must incorporate the laws of TRIPS and ratify the treaty.

**29-C**

According to dualism, ratified international conventions automatically become a part of domestic law and domestic law is subordinate to international law. They are not subordinate of each other and against the idea of dualism.

**30-D**

Mr. A cannot be punished for committing an offence under the Convention irrespective of whether ' X' is a monist or a dualist State. As it is not adjudicated in the said country.

**31-A**

Ms. G's approach to cultivation of butterfly garden is anthropocentric because it concerns the furtherance of her academic interest. Her anthropological interest is solely on the thought process of academic interest and only option A deals with it that negates rest of the options.

**32-C**

Eco-centrism is concerned with the promotion of both human and non-human interests. The thought of the whole passage is the holistic growth, development and saviour of the ecology and option most appropriately captures the essence of it.

**33-A**

The inherent value placed on humans and non-humans. Anthropology deals with human concern whereas the eco centricism deals with the both humans and non humans.

**34-A**

It creates a corresponding duty on human beings to protect and preserve non-humans. The constitution of India safeguards the humans as well as non-humans under the DPSP. Maintenance of environment duty is important for the holistic existence of all the species.

**35-C**

State is obligated to maintain forests for their economic value. Forests do not have only the economic value but also value that sustains the human and its ecosystem to make this earth habitable. { refer the Kamal Nath case }

**36-A**

The agreement is void as both parties were under a mistake as to a matter of fact essential to the agreement. As stated in the question that when the deal was done the bicycle was already destroyed by the fire and both the parties were unaware of the fact thus it is covered under mistake.

**37-D**

The contract is not voidable. As the matter of contract is erroneous and both the parties are under different impressions, which makes it permissible under the mistake.

**38-D**

Both (A) and (B). Mistake of fact defeated the consent of the parties.

Mistake of fact misled the parties as to the purpose of the contract. Both the parties are under the influence of mistake thus the contract is void.

**39-A**

Mr. D and Mr. K were reeling under a mistake as to a matter of fact essential to the agreement. Both the parties are under the mistake that one is about lease and the other about gift deed which is not a clear proposition for the contract which is an essential subject matter of contract thus under the pretext of mistake.

**40-C**

The agreement is valid as both parties were under a mistake as to a matter of fact not essential to the agreement. This is the classic example of mistake as both the parties would not enter into contract as the subject of contract is non-existent.

# CLAT 2021

## Passage 1

Read the following passage and answer the following questions.

Harm suffered voluntarily does not constitute a legal injury and is not actionable. This principle

is embodied in the maxim *volenti non fit injuria*. A person cannot complain of harm to the chances of which he has exposed himself with his free consent and free will. The maxim *volenti*

*non fit injuria* is founded on good sense and justice. A person who has invited or assented to an act being done towards him cannot, when he suffers from it, complain of it as a wrong. The maxim presupposes a tortious act by the defendant. The maxim applies, in the first place, to intentional acts which would otherwise be tortious. There are certain limitations to the application of this maxim:

(i) It is no answer to a claim made by a workman against his employer for injury caused through a breach by the employer of a duty imposed upon him by a statute. But where the negligence or breach of statutory duty is on the part of an employee of the plaintiff who knowingly accepts the risk flowing from such breach and the employer-defendant is not guilty of negligence or breach of statutory duty, the defence of *volenti non fit injuria* is available to the defendant.

(ii) Under an exigency caused by the defendant's wrongful misconduct, consciously and deliberately faced a risk, even of death, whether the person endangered is one to whom he owes a duty of protection, as a member of his family, or is a mere stranger to whom he owes no such special duty. The rescuer will not be deprived of his remedy merely because the risk which he runs is not the same as that run by the person whom he rescues. But where there is no need to take any risk, the person suffering harm in doing so cannot recover.

(iii) To cover a case of negligence the defence on the basis of the maxim must be based on implied agreement whether amounting to contract or not. The defence is available only when the plaintiff freely and voluntarily, with full knowledge of the nature and extent of the risk impliedly agreed to incur it and to waive any claim for injury. But when the plaintiff has no choice or when the notice is given at a stage when it is beyond the ability of the plaintiff to make a choice there can be no implied agreement and the defence on the basis of the maxim must fail.

(iv) The maxim will also not apply when the act relied upon is done because of the psychological condition which the defendant's breach of duty had induced.

**Q1.** Mr. A was the owner of a car and he had a driver-Mr. D. On January 19, 2021, Mr. A and Mr. D were travelling in their car wherein Mr. A got down at a restaurant and told Mr. D to take the car back to Mr. A's bungalow. Mr. D was filling the petrol tank of the car, and two strangers-Mr. B and Mr. C took a lift from Mr. D in his car. The car went ahead and the right-side front wheel of the car flew away, the car toppled and Mr. D and Mr. C were thrown out. Mr. C sustained severe injuries and ultimately died due to those injuries on January 20, 2021. Mr. B and legal representatives of Mr. C claimed compensation from Mr. A and Mr. D.

- A. Mr. D will be liable to pay the compensation.
- B. Volenti non fit injuria will be applicable and no compensation can be claimed.
- C. Volenti non fit injuria will not be applicable and compensation can be claimed.
- D. Mr. A and Mr. D both will be liable to pay the compensation.

**Q2.** Rama was a spectator at a motor car race being held on a track owned by the defendant company. During the race, there was a collision between two cars, one of the cars was thrown among the spectators, thereby injuring Rama severely. Which of the following statements is correct?

- A. Rama impliedly took the risk of such injury, the danger being inherent in the sport which any spectator could foresee, the defendant was not liable.
- B. It was a negligence on the part of defendant and volenti non fit injuria will be applicable.
- C. Rama did not take the risk of such injury, and she only consented to watching the race and hence the defendant was liable.
- D. Rama was negligent and hence she suffered injuries.

**Q3.** Which of the following is correct about consent in volent nonfit injuria?

- A. Knowledge of the risk does not always amount to consent.
- B. Knowledge of a risk does not precede consent.
- C. Knowledge of the risk always amounts to consent.
- D. Mere perception of the existence of danger amounts to consent.

**Q4.** Lily had placed spring guns in a wood on her ground for the protection of the garden. Karan, with full knowledge that there were spring guns somewhere in the wood, trespassed on the land of Lily and was injured. Which of the following statements is correct?

- A. Lily will be liable to pay compensation to Karan.
- B. Lily has not committed a tort against Karan by exceeding her right of private defence.
- C. Karan's case does not fall within volenti non fit injuria.
- D. Karan had knowledge of the spring guns and wilfully courted the danger himself.

**Q5. Which of the following is not an element to claim the defence of volenti non fit Injuria?**

- A. Prior knowledge of the plaintiff about the risk involved.
- B. Free consent.
- C. Plaintiff is compelled to agree to a risk by the defendant.
- D. Voluntary acceptance of the risk by the plaintiff. CORRECT OPTION: C

## Passage 2

Read the following passage and answer the following questions.

It is essential to the creation of a contract that both parties should agree to the same thing in the same sense. Mutual consent, which should also be a free consent, is the sine qua non of a valid agreement and one of its essential elements is that a thing is understood in the same sense by a party as is understood by the other. Not only consent, but free consent is provided in Section 10 of the Indian Contract Act, 1872 to be necessary to the complete validity of a contract. Consent is free when it works without obstacles to impede its exercise. Where there is no consent or no real and certain object of consent, there can be no contract at all. Where there is consent, but not free consent, there is generally a contract voidable at the option of the party whose consent was not free. A general averment that consent was not freely obtained is not enough, and it is necessary to set up one of the vitiating elements such as fraud which includes, false assertion, active concealment, promise without intention of performing it, any other deceptive act, or any act declared as fraudulent. In order to constitute fraud, the act should have been done by the party to the contract, or by any other person with his connivance, or by his agent and with intent to deceive the other party thereto or his agent, or to induce him to enter into the contract. There is no duty upon parties to speak about facts likely to affect the other party's consent to the contract and mere silence does not amount to fraud, unless the circumstances of the case show that there is duty to speak, or silence is, in itself equivalent to speech. On the other hand, misrepresentation falls into three categories: (i) a statement of fact, which if false, would be misrepresentation if the maker believes it to be true, but which is not justified by the information he possesses; (ii) any breach of duty which gains an advantage to the

person committing it by misleading another to his prejudice, there being no intention to deceive; and (iii) causing a party to an agreement to make a mistake as to the substance of the thing which is the subject of the agreement, even though done innocently.

**Q6. Which of the following statements correctly depicts the essentials of misrepresentation?**

- A. A misrepresentation is a positive statement of fact, which is made or adopted by a party to a contract and is untrue.
- B. Misrepresentation and false representation do not mean the same.
- C. If one party has induced the other to enter into a contract by misrepresenting, though innocently, any material fact especially within his own knowledge, the party misled cannot avoid the contract.
- D. A misrepresentation is a negative statement of fact, which is made or adopted by a party to a contract and is true.

**Q7. Consider the statements given below and answer which one correctly describes a fraudulent act.**

- (I) The expression fraud means as intention to deceive, whether it is from any expectation of advantage to the party himself or from ill will towards the other is immaterial.
- (II) A fraud is an act of deliberate deception with the design of securing something by taking an unfair advantage of another. It is a deception to gain from another's loss.
- (III) Fraud arises out of deliberate active role of representor about a fact.

- A. (I) and (II) are correct.
- B. (I) is correct.
- C. (I), (II), (III) are correct.
- D. (I) and (II) are correct but (III) is incorrect.

**Q8. Which of the following statements is correct?**

- A. Fraud is an innocent wrong whereas misrepresentation is an intentional wrong.
- B. The principal difference between fraud and misrepresentation is that in the former, the person making the suggestion does not believe it to be true and, in the latter, he believes it to be true.
- C. In fraud and misrepresentation both, it is not a misstatement of fact which misleads the promisee.
- D. Fraud and misrepresentation both are innocent wrongs.

**Q9. Mr. A sells a car to Mr. Y, his close friend with a knowledge that the car is defective. Before buying the car, Mr. Y says to Mr. A. If you do not deny it, I shall assume that the car is perfect". Mr. A says nothing in light of the statement, decide the liability of Mr. A.**

- A. A's silence is equivalent to speech and hence a misrepresentation.
- B. A is not liable for fraud, but liable for misrepresentation.
- C. A is liable for fraud and misrepresentation both.
- D. A's silence is equivalent to speech and hence a fraud.

**Q10. Is which of the following statements will a contract not be voidable at the option of a party?**

- A. When a party takes consent by fraud
- B. When a party takes consent by misrepresentation.
- C. A contract entered by fraud and misrepresentation is neither void nor voidable.
- D. When silence amounts to fraud, but the other party whose consent was given had discovered the truth or had the means of discovering the truth with ordinary diligence.

### Passage 3

**Read the following passage and answer the following questions.**

Thus, the provision makes no difference in the position of the offeror. The offeror becomes bound when a properly addressed and adequately stamped letter of acceptance is posted. The acceptor does not become bound by merely posting his acceptance. He becomes bound only when his acceptance comes to the knowledge of the proposer. The contract is concluded at the place from where the proposal is accepted and communication of acceptance is dispatched, i.e., the address at which the proposal was sent. The court at that place would have jurisdiction to entertain a cause of action under the contract. This rule, that the communication of an acceptance is complete as against the proposer when the letter is posted, is probably intended to apply only when the parties are at a distance and they communicate by post. "Where, however, the parties are in each other's presence or, though separated in space", they are in direct communication, as, for example, by telephone, no contract will arise until the offeror receives the notification of acceptance.

**Q11. 'S' wanted to purchase shares of a company and communicated his offer to buy shares on March 1, 2021. A letter of allotment of shares addressed to 'S', which is an acceptance of the offer to purchase shares, was posted by the company on March 10, 2021, but the letter never reached 'S' and was lost in transit. In the given situation, which of the following statements is true?**

- A. Communication of acceptance is not complete as against 'S' and hence, there is no valid contract between 'S' and the company.
- B. Communication of acceptance is complete as against 'S' however not complete as against the company.
- C. Communication of acceptance is complete as against the company however not complete as against 'S'.
- D. Communication of acceptance is complete against both 'S' as well as the company.

**Q12. 'A', who is in Mumbai, makes an offer for supply of goods to 'B', who is in Delhi, via a mobile phone call. During the same call, A's offer is absolutely and unconditionally accepted by 'B'. According to the terms agreed between 'A' and 'B', goods are to be supplied at Pune and payment is to be made electronically. In the given situation, where is the contract concluded?**

- A. Neither Mumbai, Delhi nor Pune as it is a telephonic contract
- B. Pune
- C. Delhi
- D. Mumbai

**Q13. 'X', who is in Gandhinagar, makes an offer for sale of second-hand luxury car to 'Y', who is in Jammu, via an e-mail sent on January 15, 2021 at 2:03 pm. X's offer is absolutely and unconditionally accepted by 'Y' via an e-mail sent on January 15, 2021 at 4:04 pm. The e-mail communicating acceptance is read by 'X' on January 15, 2021 at 7:05 pm. In the given situation, when is the contract concluded?**

- A. As against 'X', on January 15, 2021 at 4:04 pm and as against 'Y', on January 15, 2021 at 7:05 p.m.
- B. As against 'Y', on January 15, 2021 at 4:04 pm and as against 'X', on January 15, 2021 at 7:05 p.m.
- C. January 15, 2021 at 4:04 p.m.
- D. January 15, 2021 at 7:05 p.m.

**Q14. 'X', who is in Agra, makes an offer for sale of second-hand luxury car to 'Y', who is Jammu, via an e-mail sent on January 15,2021 at 2:03 pm. However, the e-mail did not reach 'Y' due to some technical error at the server which is located in Delhi. Thereafter, 'X' makes a mobile phone call to 'Y' on January 15,2021 at 4:04 pm and makes him the same offer as was made in the e-mail. In the same mobile phone call, the offer is absolutely and unconditionally accepted by 'Y ' at 4: 10pm. In the given situation, where is the contract concluded?**

- A. Delhi
- B. Jammu
- C. Agra
- D. Neither Delhi, Jammu nor Agra as it is an electronic contract.

**Q15. "When the words of acceptance are spoken into the telephone, they are put into the course of transmission to the offerer so as to be beyond the power of the acceptor. The acceptor cannot recall them." In light of the given proposition, which of the following statements is/are true?**

- I. The communication being instantaneous, the contract immediately arises.
- II. The communication being instantaneous, the communication of acceptance is immediately complete as against the proposer as well as the acceptor.
- III. The communication being non-instantaneous, the communication of acceptance is complete as against the acceptor when the words of acceptance are spoken into the telephone.
- IV. The communication being non-instantaneous, the communication of acceptance is complete as against the proposer when the words of acceptance are spoken into the telephone.

- A. Only I
- B. I and II
- C. III and IV
- D. Only II

**Passage 4**

**Read the following passage and answer the following questions.**

It is a well settled principle of contract law that parties cannot by contract exclude the jurisdiction of all courts. Such a contract would constitute an agreement in restraint of legal proceedings and contravene Section 28 of the Indian Contract Act, 1872. However, where parties to a contract confer jurisdiction on one amongst multiple courts having proper jurisdiction, to the exclusion of all other courts, the parties cannot be said to have ousted the jurisdiction of all courts. Such a contract is valid and will bind the parties to a civil action.

Section 28. Agreements in restraint of legal proceedings, void-Every agreement, -

(a) by which any party thereto is restricted absolutely from enforcing his rights under or in respect of any contract, by the usual legal proceedings in the ordinary tribunals, or which limits the time within which he may thus enforce his rights; or

(b) which extinguishes the rights of any party thereto, or discharges any party thereto, from any liability, under or in respect of any contract on the expiry of a specified period so as to restrict any party from enforcing his rights, is void to the extent.

Parties cannot by agreement confer jurisdiction on a court which lacks the jurisdiction to adjudicate. But where several courts would have jurisdiction to try the subject matter of the dispute, they can stipulate that a suit be brought exclusively before one of the several courts, to the exclusion of the others.

**Q16. 'A', a resident of Mumbai, and 'B', a resident of Delhi, enter into an agreement for sale and supply of goods. The transaction takes place partly in Mumbai and partly in Delhi. There is a clause in the agreement which stipulates that in the event of a dispute between 'A' and 'B', the courts in Kolkata would have exclusive jurisdiction to decide the dispute. 'A' and 'B' agreed to the said clause in order to avoid dispute over choice between the two proper places of jurisdiction- Mumbai and Delhi. In the given situation, which of the following statements is true?**

- A. The clause relating to jurisdiction is in restraint of legal proceedings.
- B. The clause relating to jurisdiction is not in restraint of legal proceedings.
- C. The clause relating to jurisdiction is valid as 'A' and 'B' have mutually agreed to the same.
- D. The clause relating to jurisdiction is valid as its object is lawful.

**Q17. 'A', a resident of Chennai, and 'B', a resident of Bengaluru, enter into an agreement for sale and supply of goods. The transaction takes place partly in Chennai and partly in Bengaluru. There is a clause in the agreement which stipulates that in the event of a dispute between 'A' and 'B', the courts in Chennai would have exclusive jurisdiction to decide the dispute. 'A' and 'B' agreed to the said clause in order to avoid dispute over choice between the two proper places of jurisdiction- Chennai and Bengaluru. In the given situation, which of the following statements is true?**

- A. The clause relating to jurisdiction is in restraint of legal proceedings.
- B. The clause relating to jurisdiction is void.
- C. The clause relating to jurisdiction is valid as 'A' and 'B' have mutually agreed to the same.
- D. The clause relating to jurisdiction is valid as courts in Chennai have jurisdiction to decide the dispute.

**Q18. 'A', a resident of Agra, and 'B', a resident of Bhubaneswar, enter into an agreement for sale and supply of goods. The transaction takes place partly in Agra and partly in Bhubaneswar. There is a clause in the agreement which stipulates that in the event of a dispute between 'A' and 'B', neither of them can approach the court of law or take recourse to any alternative dispute resolution mechanism to settle the dispute. In the given situation, which of the following statements is true?**

- A. The clause relating to jurisdiction is not valid as it is in restraint of legal proceedings.
- B. The clause relating to jurisdiction is not valid as the clause is vague and ambiguous.
- C. The clause relating to jurisdiction is valid as they have not restricted the choice of either party regarding choice of jurisdiction.
- D. The clause relating to jurisdiction is valid as no court's has been ousted by the clause.

**Q19. 'A', a resident of Ahmedabad, and 'B', a resident of Ranchi, enter into an agreement for sale and supply of goods. The transaction takes place partly in Ahmedabad and partly in Ranchi. Clause 6 of the agreement stipulates that in the event of a dispute arising between 'A' and 'B' within six months of the entering into contract, they can approach a court in either Ahmedabad or Ranchi (as both are proper places of jurisdiction), or take recourse to any alternative dispute resolution mechanism to settle the dispute. Clause 7 of the agreement stipulates**

that in the event of a dispute arising between 'A' and 'B' after the expiry of six months of entering into contract, the courts in Chennai would have exclusive jurisdiction to decide the dispute. In the given situation, which of the following statements is true?

- A. Clause 6 is void and Clause 7 is valid.
- B. Clause 6 is valid and Clause 7 is void.
- C. Both Clause 6 and Clause 7 are valid.
- D. Both Clause 6 and Clause 7 are void.

**Q20. According to the given passage, which of the following statements is true?**

- A. Parties cannot by contract make a choice of jurisdiction.
- B. Parties cannot by contract exclude the jurisdiction of all courts.
- C. Parties can by contract confer jurisdiction on any court.
- D. Parties can by contract extinguish their rights under any contract.

### Passage 5

Read the following passage and answer the following questions.

The doctrine of res judicata requires that a party should not be allowed to file same matter repeatedly against the other party either in the same court or in other competent court and that the decision given by one court should be accepted as final subject to any appeal, revision or review. The doctrine is founded on the principle that it is in the interest of the public at large that a finality should be attached to the binding decisions pronounced by courts of competent jurisdiction, and it is also in the public interest that individuals should not be vexed twice over with the same kind of litigation. This apart, the object of the doctrine is to ensure that ultimately there should be an end to litigation. Doctrine of res judicata is embodied in Section 11 of the Code of Civil Procedure, 1908 which governs the procedure to be followed in civil matters. Section 11 is inapplicable to writ jurisdictions. The Supreme Court has observed that though the rule is technical in nature yet the general doctrine of res judicata is based on public policy and therefore, it cannot be treated as irrelevant or inadmissible even in dealing with fundamental rights in petitions filed under Article 32 of the Constitution of India. The court observed that if a writ petition filed by a party under Article 226 of the Constitution of India is considered on merits as a contested matter and is dismissed, the decision thus pronounced would continue to bind the parties unless it is otherwise modified or reversed in appeal or other appropriate proceedings permissible under the Constitution of India. It would not be

open to a party to ignore the judgment of the High Court and move Supreme Court under Article 32 by an original petition made on the same facts and for obtaining the same or similar orders or writs. If the petition filed in the High Court under Article 226 is dismissed but not on the merits, then the dismissal of the writ petition would not constitute a bar to a subsequent petition under Article 32, however if the petition is dismissed without passing a speaking order, then such dismissal cannot be treated as creating a bar of res judicata.

**Q21. Which of the following is res judicata applicable to?**

- A. Civil suits
- B. Writ petitions
- C. None of the above.
- D. Both (A) and (B).

**Q22. Doctrine of res judicata is applicable to writs if**

- A. The decision is on merits.
- B. Order is a speaking order.
- C. Both (A) and (B).
- D. Neither (A) nor (B).

**Q23. On which of the following is the doctrine of res judicata based?**

- A. No one should be vexed twice for the same cause more than once.
- B. It is in the interest of public that finality should be attached to the decisions of courts.
- C. There should be an end to litigation.
- D. All of these.

**Q24. Which of the following is correct?**

- A. If a writ petition is filed under Article 226 of the Constitution of India and the same is rejected on merits by a speaking order, another petition under Article 32 of the Constitution of India is not maintainable being barred by res judicata.
- B. The doctrine of res judicata is founded on the principle that it is in the interest of the public at large that a finality should be attached to the binding decisions pronounced by courts of competent jurisdiction.

- C. Technical rule of res judicata only prevents multiple filing of petitions under Article 226 of the Constitution of India between same parties over the same matter and is not applicable to petition under Article 32 of the Constitution of India.
- D. Both (A) and (B).

**Q25. Mr. X was dismissed from service by his employer after a proper enquiry. Mr. X challenged his dismissal in High Court by a petition under Article 226 of the Constitution of India. However, the High Court dismissed the petition citing that Mr.X has an alternative remedy available. Mr. X took recourse to the alternative remedy before the appropriate forum, but Mr. X's legal action is opposed by the employer on the basis of res judicata. Based on these facts, which of the following is the most appropriate?**

- A. Res judicata is applicable.
- B. Res judicata is not applicable.
- C. Since the matter relates to livelihood and life of the person, technical rule of res judicata should not be applied.
- D. Both (B) and (C).

### Passage 6

Read the following passage and answer the following questions.

Compassionate appointment is an exception to the general rule of appointment which is a way of providing employment to the family of the deceased employee on compassionate grounds. The objective is only to provide solace and succour to the family in difficult times and, thus, its relevancy is at that stage of time when the employee passes away. The mere death of an employee in harness does not entitle his family to such source of livelihood. The authority concerned has to examine the financial condition of the family of the deceased, and it is only if it is satisfied that, but for the provision of employment, the family will not be able to meet the crisis that the job is offered to the eligible member of the family. It was further asseverated in the said judgment that compassionate employment cannot be granted after a lapse of reasonable period as the consideration of such employment is not a vested right which can be exercised at any time in the future. It was further held that the object of compassionate appointment is to enable the family to get over the financial crisis that it faces at the time of the death of sole breadwinner. Thus, compassionate appointment cannot be claimed or offered after a significant lapse of time and after the crisis is over.

**Q26. Which of the following correctly states the intent behind the application of compassionate appointment?**

- A. The norms, at the time of death of the government employee will be applicable and not the norms at the time of making an application.
- B. A dependent of a government employee cannot demand consideration of his/her application.
- C. The norms of the governmental or public authorities are not considered while applying for compassionate appointment.
- D. The norms prevailing on the date of consideration of the application should be the basis for consideration of claim for compassionate appointment.

**Q27. Which of the following is not correct about the rule of compassionate appointment?**

- A. Compassionate appointment is given to the family members of the deceased irrespective of their financial status.
- B. It is to mitigate the hardship caused to the family members after the death of earning member of the family.
- C. Compassionate appointment cannot be granted as a matter of vested right.
- D. Compassionate appointment cannot be made in the absence of rules and regulations issued by the government or a public authority.

**Q28. Mr. Y, son of Mr. X, made a representation before ABC government company on January 4, 2018 that he should be given appointment on compassionate grounds as his father died during his employment in the company in 2000. Consider the given facts and decide whether Mr. Y is entitled to get compassionate appointment.**

- A. Mr. Y is entitled to get compassionate appointment.
- B. Mr. Y is not entitled for compassionate appointment as a long period has elapsed since the death of his father.
- C. Mr. Y is entitled to get compassionate appointment depending on policy of the company in which his father was working.
- D. Mr. Y is not entitled to get compassionate appointment as it is the discretion of the company to refuse the said appointment.

**Q29. The Government of 'N' formulated a scheme for providing compassionate appointment to the dependants of government servants who retired on medical invalidation. By a further notification, the benefit of the scheme was restricted to**

**cases where the government servants retired on medical invalidation, at least five years before attaining the age of superannuation. Consider the given facts, and decide which of the following is correct in relation to the validity of this rule of compassionate appointment?**

- A. The scheme is valid subject to the approval of the dependents.
- B. The scheme is not valid as the offer of compassionate appointment to the dependent of a government servant who is medically invalidated is not an exception to the general rule.
- C. The scheme is not valid as it is unconstitutional.
- D. The scheme is valid as it is not arbitrary and the government has the right to formulate such rules.

**Q30. Which of the following is not correct regarding the nature of appointment on compassionate grounds?**

- A. A request for compassionate appointment by the dependent relatives of the deceased must be preferred without any undue delay.
- B. The general rule of appointment may not be always applicable to compassionate appointments.
- C. The immediacy of the need is not the basis for the state to allow the benefit of compassionate appointment.
- D. It is a benefit given to the family members at the time of distress.

### Passage 7

**Read the following passage and answer the following questions.**

Marriage is necessarily the basis of social organisation and the foundation of important legal rights and obligations. The importance and imperative character of the institution of marriage needs no comment. In Hindu law, marriage is treated as a Samskara or a sacrament. The Hindu Marriage Act, 1955 introduced monogamy as a law of marriage among Hindus by virtue of Section 5 clause (i) which is essentially the voluntary union for life of one man with one woman to the exclusion of all others. It enacts, "neither party must have a spouse living at the time of marriage". The expression 'spouse' here used, means a lawfully married husband or wife. Before a valid marriage can be solemnised, both parties to such marriage must be either single or divorced or a widow or a widower and only then they are competent to enter into a valid marriage. If at the time of performance of the marriage rites and ceremonies, one or other of the parties had a

spouse living and the earlier marriage had not already been set aside, the later marriage is no marriage at all. The Supreme Court in *Bhaurao Shankar Lokhande v. State of Maharashtra*, [AIR 1965 SC 1564] held, "Prima facie, the expression 'whoever marries' in Section 494 of the Indian Penal Code, 1860 (which defines the offence of bigamy) must mean 'whoever marries validly' or 'whoever marries and whose marriage is a valid one'. If marriage is not valid according to the law applicable to the parties, no question arises of its being void by reason of its taking place during the life of the husband or wife of the person marrying. One of the conditions of a valid marriage under the Hindu Marriage Act, 1955 is that it must be 'solemnised'. Further, Section 13 (2) of the Act provides for grounds of divorce to wife and states, "A wife may also present a petition for the dissolution of her marriage by a decree of divorce on the ground that in the case of any marriage solemnized before the commencement of this Act, that the husband had married again before such commencement or that any other wife of the husband married before such commencement was alive at the time of the solemnization of the marriage of the petitioner: Provided that in either case the other wife is alive at the time of the presentation of the petition".

**Q31. Mr. A, a 40-year old male Hindu, was married to Ms. B, a 36-year old female Hindu. Mr. A fell in love with his colleague- Ms. C, a 22 -year old female Christian. On April 8, 2020, Mr. A declared Ms. C as his wife in front of all his colleagues, family members and relatives. Based on the given facts, decide the liability of Mr. A as per Hindu law.**

- A. Mr. A is not liable for the offence of bigamy as Ms. C is a Christian.
- B. Mr. A is liable for the offence of bigamy as mere declaration also amounts to solemnisation.
- C. Mr. A is not liable for the offence of bigamy as he has not solemnised his marriage with Ms. C.
- D. Mr. A is liable for the offence of bigamy as there was no intention to marry.

**Q32. Which of the following statements correctly expresses the interpretation of the word 'solemnise' under Hindu law?**

- A. Solemnisation means celebrating the marriage with proper customary rites and ceremonies of either party to a marriage.
- B. Solemnisation includes and means promising each other a lifetime of happiness.
- C. Solemnisation is not necessary in modern marriages when registration of marriage is complete.
- D. Solemnisation is a mere formal practice and not a mandate.

**Q33. Which of the following is not correct regarding the law of monogamy among Hindus?**

- A. Monogamy is a union of a man and woman which provides their relation a social and legal recognition.
- B. Monogamy as a law was abolished after 1955.
- C. The second marriage during the subsistence of a first valid marriage is void.
- D. If a husband solemnises a second marriage during the subsistence of first marriage, it is not an offence, however, it is an offence if a wife commits the same act.

**Q34. On the basis of Section 13 of the Hindu Marriage Act, 1955, which of the following statements does not relate to the remedy?**

- A. The object of the Section was to provide an opportunity to the wife in the form of remedy of divorce.
- B. The introduction of this ground of divorce is unnecessary as it disturbs the sanctity of marital institution.
- C. A remedy is only available under this Section if the husband has the other wife living.
- D. The living status of either spouse is immaterial to claim the remedy.

**Q35. Mr. P, a 28-year old male Hindu was legally married to Ms. Q, a 26-year old female Hindu. Mr. P converts to Islam to marry Ms. N, a 30-year old Sunni female Muslim. Consider the statement and decide whether Ms. Q has the remedy to file a complaint for the offence of bigamy against Mr. P?**

- A. Yes, Ms. Q can file a complaint subject to the approval by Ms. N.
- B. No, Ms. Q cannot file a complaint as it defeats the very purpose of her marriage with Mr. P.
- C. No, Ms. Q cannot file a complaint as Mr. P converted to another religion and the offence of bigamy will only be attracted when the parties are Hindus.
- D. Yes, Ms. Q has the remedy of filing a complaint for the offence of bigamy.

**Passage 8**

**Read the following passage and answer the following questions.**

The Indian Penal Code, 1860 does not define 'consent' in positive terms, but what cannot be regarded as 'consent' under the Code is explained by Section 90 . Section 90 reads as follows: "90. Consent known to be given under fear or misconception - A consent is not such a consent as is intended by any section of this Code, if the consent is given by a person under fear of injury, or under a misconception of fact, and if the person doing the act knows, or has reason to believe, that the consent was given in consequence of such fear or misconception;..." Consent given firstly under fear of injury and secondly under a misconception of fact is not 'consent' at all. That is what is enjoined by the first part of Section 90 . These two grounds specified in Section 90 are analogous to coercion and mistake of fact which are the familiar grounds that can vitiate a transaction under the jurisprudence of our country as well as other countries. The factors set out in the first part of Section 90 are from the point of view of the victim. The second part of Section 90 enacts the corresponding provision from the point of view of the accused. It envisages that the accused too has knowledge or has reason to believe that the consent was given by the victim in consequence of fear of injury or misconception of fact. Thus, the second part lays emphasis on the knowledge or reasonable belief of the person who obtains the tainted consent. The requirements of both the parts should be cumulatively satisfied. In other words, the court has to see whether the person giving the consent had given it under fear of injury or misconception of fact and the court should also be satisfied that the person doing the act i.e. the alleged offender, is conscious of the fact or should have reason to think that but for the fear or misconception, the consent would not have been given. This is the scheme of Section 90 which is couched in negative terminology. Section 90 cannot, however, be construed as an exhaustive definition of consent for the purposes of the Indian Penal Code, 1860. The normal connotation and concept of 'consent' is not intended to be excluded. Various decisions of the High Court and of Supreme Court have not merely gone by the language of Section 90 , but travelled a wider field, guided by the etymology of the word 'consent'.

**Q36. 'A', a man, promises 'B', a woman that he will marry her if she has sexual intercourse with him. 'B' agrees, but after having sexual intercourse, 'A' flees and never contacts 'B' again. In the given situation, which statement is true?**

- A. Consent for sexual intercourse was given under misconception of fact.
- B. Consent for sexual intercourse was given under fear of injury.
- C. Consent for sexual intercourse was given under undue influence.

- D. Consent for sexual intercourse was given without any misconception or fear of injury.

**Q37. According to the given passage, a person is said to 'consent' to the doing of an act if**

- A. A person agrees to do an act without misconception of fact or fear of injury.  
B. The person to whom agreement is signified has no reason to believe that the agreement is being given under misconception of fact or fear of injury.  
C. A person agrees to do an act without misconception of fact or fear of injury and the person to whom agreement is signified has no reason to believe that the agreement is being given under misconception of fact or fear of injury.  
D. A person agrees to do an act without having regard to the consequences of fear of injury or misconception of fact.

**Q38. According to your understanding of the given passage, why is negative terminology used to explain the meaning of consent under Section 90 ?**

- A. To emphasise on the factors that vitiate consent.  
B. To emphasise on the point of view of victim or the person who gives consent.  
C. To emphasise on the point of view of the person who receives consent.  
D. To emphasise on the non-exhaustive scope of definition of consent.

**Q39. 'X', a man, promises ' Y ', a woman that he will marry her if she has sexual intercourse with him. 'Y ' agrees and they have sexual intercourse. Thereafter, 'X' assures 'Y ' that they will get married, but X's family is opposed to the marriage even after X's attempts to convince them. Therefore, 'X ' refuses to marry 'Y'. In the given situation, which statement is true?**

- A. Consent for sexual intercourse was received knowing that the consent is given under misconception of fact.  
B. Consent for sexual intercourse was given without any misconception of fact or fear of injury.  
C. Consent for sexual intercourse was received knowing that the consent is given under fear of injury.  
D. Consent for sexual intercourse was given under misconception of fact and received misconception of fact.

**Q40. According to the given passage, which of the following statements is not true?**

- A. Misconception of fact vitiates consent.
- B. Fear of injury vitiates consent.
- C. Misconception of fact obviates the necessity of consent.
- D. Fear of injury is analogous to coercion.

CAREERS360

**CLAT 2021 ANSWER KEY**

---

1	A	11	B	21	D	31	C
2	A	12	D	22	C	32	A
3	A	13	A	23	D	33	B
4	D	14	C	24	D	34	B
5	C	15	B	25	B	35	D
6	A	16	A	26	D	36	A
7	C	17	D	27	A	37	C
8	B	18	A	28	B	38	D
9	D	19	D	29	D	39	B
10	D	20	B	30	C	40	C

---

## CLAT 2021 SOLUTIONS

---

### 1-B

Volenti non fit injuria will be applicable and no compensation can be claimed. as mentioned in the question that the people took Mr. D and then the car toppled in this they have voluntarily taken the risk and thus no remedy be provided to them and no compensation can be claimed.

### 2-A

Rama impliedly took the risk of such injury, the danger being inherent in the sport which any spectator could foresee, the defendant was not liable. The moment he took the tickets and became the spectator he gave his consent thus no volenti non fit injuria can be applied onto him thus no remedy.

### 3-A

Knowledge of the risk does not always amount to consent. As the consent may not be free and voluntary thus volenti non fit injuria can be seen in a gray area here.

### 4-C

Karan had knowledge of the spring guns and wilfully courted the danger himself. Karan had the full knowledge that there are spring guns and still went to the danger which attracts the defence of volenti non fit injuria and thus no remedy and no compensation.

### 5-C

Plaintiff is compelled to agree to a risk by the defendant. If the plaintiff is compelled then the injury that has happened to him is not because of his complete consent or free consent thus volenti non fit injuria cannot be attracted.

### 6-A

A misrepresentation is a positive statement of fact, which is made or adopted by a party to a contract and is untrue. In the present situation it is clear that it was devoid of false facet of mindset thus, it is misrepresentation and not fraud.

### 7-C

A general averment that consent was not freely obtained is not enough, and it is necessary to set up one of the vitiating elements such as fraud which includes, false assertion, active concealment, promise without intention of performing it, any other

deceptive act, or any act declared as fraudulent. As statement 1,2,3 deal with the same pretext thus option C is the best answer suitable.

### 8-B

The principal difference between fraud and misrepresentation is that in the former, the person making the suggestive does not believe it to be true and, in the latter, he believes it to be true. Fraud is the active concealment of the fact whereas the misrepresentation is the false statement made without any malice.

### 9-D

As silence is equivalent to speech and hence a fraud. As a general principle mere silence is not fraud but in the present situation this silence was an affirmation thus it will be under the pretext of committing fraud.

### 10-D

When silence amounts to fraud, but the either party whose consent was asked had discovered the truth or had the means of discovering the truth with ordinary diligence. As the party knows what is wrong and right and still chooses to enter into contract then it cannot be voidable it'll be void ab initio. As it is starting up with the malice in the head.

### 11-B

Communication of acceptance is complete as against 'S' however not complete as against the company. As the matter is lost in transit it never reached the offeree thus the communication of acceptance hasn't completed.

### 12-D

The completion will be in Mumbai as the offeror lives in Mumbai and communication will be completed in Mumbai. The jurisdiction will lie in Mumbai.

### 13-A

As against 'X', on January 15, 2021 at 4:04 pm and as against 'Y', on January 15, 2021 at 7:05 p.m. for completion of offer both the parties must be aware of the offer being accepted in this situation it was against 'X', on January 15, 2021 at 4:04 pm and as against 'Y', on January 15, 2021 at 7:05 p.m.

### 14-C

The completion will be in Mumbai as the offeror lives in Agra and communication will be completed in Agra. The jurisdiction will lie in Agra.

**15-B**

The communication being instantaneous, the contract immediately arises.

II. The communication being instantaneous, the communication of acceptance is immediately complete as against the proposer as well as the acceptor.

As both of these statements fall under the conditions provided for offer and acceptance thus, option b suits perfectly and thus the correct answer.

**16-A**

The clause relating to jurisdiction is in restraint of legal proceedings. As there is restraint of judicial proceedings it will be considered as restraint on legal proceedings and will be declared void under section 28.

**17-D**

The clause relating to jurisdiction is valid as courts in Chennai have jurisdiction to decide the dispute. As the clause explicitly says that the dispute resolution shall be in Chennai thus it is not a restraint on legal proceedings and not void.

**18-A**

The clause relating to jurisdiction is not valid as it is in restraint of legal proceedings. Neither of them can approach the court of law or take recourse to any alternative dispute resolution mechanism to settle the dispute. It is a restriction on legal process thus void.

**19-B**

Both Clause 6 and Clause 7 are void. Clause 6 of the agreement stipulates that in the event of a dispute arising between 'A' and 'B' within six months of the entering into contract, they can approach a court in either Ahmedabad or Ranchi (as both are proper places of jurisdiction), or take recourse to any alternative dispute resolution mechanism to settle the dispute. Clause 7 of the agreement stipulates that in the event of a dispute arising between 'A' and 'B' after the expiry of six months of entering into contract, the courts in Chennai would have exclusive jurisdiction to decide the dispute. It is a restriction on legal process thus void.

**20-B**

Parties cannot by contract exclude the jurisdiction of all courts. It is the right with every party to the contract that they can reach to court in case of breach of contract. Stripping of rights from a person to reach the court is restriction to legal proceedings thus void.

**21-D**

Both (A) and (B). it is a set principle of code of civil procedure ie. Res judicata and writ petition and civil suits both fall under the civil suits thus applicable to both.

**22-C**

Both (A) and (B). it is a set principle of code of civil procedure ie. Res judicata. As mentioned through the passage that it is applicable to both. The decision is on merits. Order is a speaking order as both are working, thus the res judicata is applicable.

**23-D**

All the options mentioned are correct according. To the passage No one should be vexed twice for the same cause more than once. It is in the interest of public that finality should be attached to the decisions of courts. There should be an end to litigation.

**24-B**

Both (A) and (B). If a writ petition is filed under Article 226 of the Constitution of India and the same is rejected on merits by a speaking order, another petition under Article 32 of the Constitution of India is not maintainable being barred by res judicata. The doctrine of res judicata is founded on the principle that it is in the interest of the public at large that a finality should be attached to the binding decisions pronounced by courts of competent jurisdiction. Fits perfectly into the pretext of res judicata thus, both the options are correct.

**25-B**

Res judicata is not applicable. This does not fall under the condition of res judicata as the appeals and alternative remedy are not applicable under the set principle of res judicata.

**26-D**

The norms prevailing on the date of consideration of the application should be the basis for consideration of claim for compassionate appointment. Compassionate appointment is an exception to the general rule of appointment which is a way of providing employment to the family of the deceased employee on compassionate grounds.

**27-A**

Compassionate appointment is given to the family members of the deceased irrespective of their financial status. If the person is not the person who is sole bread winner then according to family situations the compassionate appointment can be done.

**28-B**

Mr. Y is not entitled for compassionate appointment as a long period has elapsed since the death of his father. A time of 18 years has passed which is long time to claim the compassionate appointment.

**29-D**

The scheme is valid as it is not arbitrary and the government has the right to formulate such rules. If the government deems it suitable then formulation of such rules is under correctness of the constitution.

**30-C**

The immediacy of the need is not the basis for the state to allow the benefit of compassionate appointment. Compassionate appointment is made beneficiary for the needed thus urgency cannot be a suitable reason.

**31-C**

Mr. A is not liable for the offence of bigamy as he has not solemnised his marriage with Ms. C. as he has just introduced her in front of others not married her thus no bigamy is attracted.

**32-A**

Solemnisation means celebrating the marriage with proper customary rites and ceremonies of either party to a marriage. In hindu marriage marriage is not a contract it's a sacrament between two.

**33-B**

Monogamy as a law was abolished after 1955. Hindu marriage is monogamous and doesnot follow since its inception.

**34-B**

The introduction of this ground of divorce is unnecessary as it disturbs the sanctity of marital institution. Marriage is not considered as a contract under hindu law but an union of two souls and no court or person would want to separate unnecessarily. Thus its not a remedy.

**35-D**

Yes, Ms. Q has the remedy of filing a complaint for the offence of bigamy. As he has married another woman and just changed the religion to marry another woman. Thus, Ms. Q has the remedy of filing a complaint for the offence of bigamy { refer sarla mudgal case}.

**36-A**

Consent for sexual intercourse was given under misconception of fact. As he promised to marry her and then had sexual intercourse thus it is under the pretext of marriage. The consent is under mistake of fact thus consent is not valid.

**37-C**

A person agrees to do an act without misconception of fact or fear of injury and the person to whom agreement is signified has no reason to believe that the agreement is being given under misconception of fact or fear of injury. The consent must be without fear and free thus suits the perfect option.

**38-D**

To emphasise on the non-exhaustive scope of definition of consent. A consent is not such a consent as is intended by any section of this Code, if the consent is given by a person under fear of injury, or under a misconception of fact, and if the person doing the act knows, or has reason to believe, that the consent was given in consequence of such fear or misconception;

**39-B**

Consent for sexual intercourse was given without any misconception of fact or fear of injury. Under the pretext of marriage the consent is provided but as here there was misconception of fear of fact and injury of injury thus the option B.

**40-C**

Misconception of fact obviates the necessity of consent. They cannot go hand in hand. Both are antagonist to each other.

# CLAT 2020

## Passage 1

### Read the passage and answer the following questions

The COVID-19 pandemic has taken the entire world hostage in less than four months, and the global economy has been hit the hardest with governments across the globe implementing stringent policies including lockdown to control the coronavirus outbreak. The pandemic today presents unprecedented challenges and impediments to businesses in conducting their normal operations. The lockdown across the world has caused delays in the performance of contracts and transactions. Now, the question that arises is whether the current situation can enable parties to a contract to alter their obligations with non-compliance of terms neither being regarded as a "default committed by any party" nor a "breach of contract"? There are certain well-accepted practices for dealing with such extraordinary situations in commercial transactions by the inclusion of force majeure & material adverse effect (MAE) clauses. Determination of the types of circumstances so covered by the force majeure clause contained in a contract is essential. Provisions of force majeure often cover natural disasters like hurricanes, floods, and earthquakes as "acts of God." Other covered events may include war, terrorism, civil disorder, fire, disease medical epidemics or by reasons of applicable laws or regulations. Broadly, the Courts have interpreted the term "Force Majeure" as an event that can neither be anticipated nor controlled by either of the contracting parties. A force majeure clause applies in the context of ongoing contractual arrangements, whereas, an MAE or material adverse change (MAC) clause applies to the allocation of risk in transactions before their closure or completion. Pandemic and related consequences such as government action is a type of event covered by a force majeure clause, however, its impact on the affected party's ability to perform its contractual obligations may vary depending upon contractual terms. It is common for force majeure clauses to specify the impact that the event or circumstances in question must have, in order for the clause to be triggered. References may be made, for example, to the event or circumstances having "prevented", "hindered" or "delayed" performance. These terms require different levels of impact on performance before a party can claim recourse to these clauses. In other words, the force majeure and MAC clauses act as an exception to what would otherwise be treated as a breach of contract. Certain contracts may state that, if a force majeure clause is applied, the contract may automatically be terminated. On the other hand, some contracts may even state that the duty to fulfil the contractual obligation may be suspended for a certain period of time

and if the force majeure event is not curbed or treated even after such time, then eventually the contract may be terminated. Though there cannot be a one-size-fits-all solution to this question, and it depends upon how the force majeure clause is worded in a specific contract; and in the absence of the same, applicable laws related to the same will be required to be taken into consideration.

[Excerpt from Business Today, by Ranjana Roy Gawai, April 17, 2020]

**Q1. Based on the Author's argument in passage above, which of the following is correct?**

- A. Force Majeure Clauses, generally have a uniform impact on the performance of Contracts in all the cases.
- B. The Impact on the performance of Contracts by the usage of Force Majeure Clauses is dependent upon the way such clauses have been constructed in a particular Contract.
- C. Both Force Majeure and Material Adverse Change Clauses have similar impact on the performance of Contracts.
- D. All of the above.

**Q2. Imagine, there is a domestic commercial Contract for supply of certain goods for certain price between A and B. However, in pursuance of the same, both A and B forget to negotiate and agree on the terms of a Force Majeure event and the Contractual document does not contain the Force Majeure clause. In such a situation, what would be the fate of the Contract in the event like that of COVID 19?**

- A. As the parties did not negotiate on the Force Majeure Clause, either of them cannot take an exception to the Breach of Contract.
- B. The parties can invoke the Material Adverse Change Clause.
- C. In absence of such clauses in the Contract, the Courts may resort to the applicable law, i.e., the Indian Contract Act, 1872 to give relief to the parties.
- D. None of the above.

**Q3. In the same fact situation as mentioned above with a modification that there is a Force Majeure Clause in the Contract between A and B, let us suppose, that B, who was to supply goods to A on certain date and time, faced issues in relation to procurement of goods due to mill strike and also because of rise in prices of goods. In this case, can B claim the suspension of performance of Contract on the basis of the Force Majeure Clause?**

- A. Yes, B can, depending upon the way, the Force Majeure Clause is worded.
- B. Such situation cannot be covered under Force Majeure as it is just a case of disappointed expectations and hence B cannot invoke the clause. It is merely a case of commercial hardship.
- C. B can invoke the Force Majeure clause as the clause is too broad to cover such situations.
- D. None of the above.

**Q4. Typically, the MAE (Material Adverse Change) provision in an agreement contemplates events which if they occur, or are likely occur, would have a "materially adverse change or effect on the assets, business, property, liabilities, financial condition, results, operations of the target" or that "affects the ability of the transacting parties to consummate the transaction" or the "validity or enforceability of the transacting parties to its rights and remedies under the transaction documents". Which of the following sample clauses in a contract resembles an MAE clause?**

- A. "In the event either party is unable to perform its obligations under the terms of this agreement because of Act of God, strikes, equipment of transmission failure or damage reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform..."
- B. "Except with respect to payment obligations under this agreement, no party shall be liable for, nor such party shall be considered in breach of this agreement due to, any failure to perform its obligations under this agreement as a result of cause beyond its control, including any earthquake, labour problem, unavailability of supplies..."
- C. Both of the above.
- D. None of the above.

## Passage 2

**Read the passage and answer the following questions**

The issue of Obscenity has vexed the Courts in India and abroad for a long time now. The intriguing question has always been the same, i.e., what should be the standards to qualify something as obscene in the eyes of law? In the United Kingdom, way back in 1868, the Court laid down the Hicklin test in Regina v. Hicklin (1868 L.R. 2 Q.B. 360), and held that: "The test of Obscenity is whether the tendency of the matter charged as Obscenity is to deprave and corrupt those whose minds are open to such immoral influences and into whose hands a publication of this sort may fall." Hicklin test

postulated that a publication has to be judged for obscenity based on isolated passages of a work considered out of context and judged by their apparent influence on most susceptible readers, such as children or weakminded adults. However, this test was later rejected by most of the jurisdictions. There were many judgments where it was stipulated by the Indian Courts that, Obscenity has to be judged in the context of contemporary social mores, current socio-moral attitude of the community and the prevalent norms of acceptability/ susceptibility of the community, in relation to matters in issue. [For example, in *Ranjit D. Udeshi v. State of Maharashtra* AIR 1965 SC 881; *Chandrakant Kalyandas Kakodar v. State of Maharashtra* 1969 (2) SCC 687 etc.] These judgements indicated that the concept of Obscenity would change with the passage of time and what might have been "obscene" at one point of time would not be considered as obscene at a later period. This came to be known as "Community Standards Test". In *Bobby Art International & Ors. v. Om Pal Singh Hoon* (1996) 4 SCC 1, the Court, upholding the Community standards test held that, complete message and context of the objectionable scene/film/picture etc., needs to be examined in order to find out whether the alleged material is obscene or not.

**Q5. A, daily local newspaper called 'Ramanand Bazar Patrika' having wide circulation in Anandnagar published, on 1st July, 2019, an article with a picture of Boris Becker, a world renowned Tennis player, posing nude with his dark-skinned fiancée by name Barbara Feltus, a film actress, which was photographed by none other than her father. The article states that, in an interview, both Boris Becker and Barbara Feltus spoke freely about their engagement, their lives and future plans and the message they wanted to convey to the people at large, for posing to such a photograph. Article picturises Boris Becker as a strident protester of the pernicious practice of "Apartheid". Further, it was stated that the purpose of the photograph was also to signify that love champions over hatred. Will the alleged picture classify as an Obscene Material in India?**

- A. No, according to the Hicklin Test, it will not classify as Obscene.
- B. Yes, according to the Community Standards Test, the picture will classify as Obscene.
- C. No, according to the Community Standards Test, the picture will not classify as Obscene.
- D. Both (a) and (c)

**Q6. The difference between Hicklin Test and Community Standards Test is:**

- A. The former focuses on the susceptibility of the minds of individuals to get corrupted while the later hinges upon the context, intended meaning and contemporaneous socio-cultural environment of the society.
- B. As per Hicklin Test, a nude picture of a women per se can be obscene while as per the later, the picture should be suggestive of deprave mind and designed to excite sexual passion in persons who are likely to see it.
- C. The former considers Obscenity as a changing concept with changing times while the later does not.
- D. All of the above.

**Q7. The issue of 'Obscenity' is fundamentally related with which of the following?**

- A. Freedom of Religion of an individual.
- B. Freedom of Speech and Expression of an individual.
- C. Right to Privacy of an individual.
- D. All of the above.

**Q8. Consider the following situations. Choose the correct option as per the Hicklin's Test.**

1. A Movie scene where there are rows of Jewish naked men and women, shown frontally, being led into the Gas Chambers of Nazi Concentration Camp. Not only they are about to die but they are stripped off their basic dignity in the last moments of their life.
2. The controversial movie scene of Phoolan Devi, the Bandit queen where she is paraded naked and made to draw water from the well within the circle of a hundred men.

- A. 1 is Obscene but 2 is not.
- B. 2 is Obscene but 1 is not.
- C. Both 1 and 2 are Obscene.
- D. Neither 1 and 2 are Obscene.

**Q9. An activist, while being semi-nude, allowed her body to be used as a canvas to paint on by her two minor children who were properly clothed. She uploaded this video of hers on an online platform with a message that she intended to normalise the female form for her children and not allow distorted ideas about**

**sexuality to pervade their mind. An advocate who sees the video, registers a case of Obscenity against her. Is it a case of Obscenity as per the Community Standards Test?**

- A. This is a pure case of Obscenity and she is spreading it.
- B. This is a pure case of Obscenity as well as Child Pornography as her children were exposed to her nudity.
- C. This is not a case of Obscenity because as per the Community Standards Test the video must not be seen in isolation but in the contextual set up of the message that the activist has put on normalisation of a female's sexuality.
- D. This is a case of Obscenity as per the Community Standards Test as the video was blatantly obscene.

### Passage 3

**Read the passage and answer the following questions**

On 7th May 2020, a major leakage of Styrene gas was reported from the plastics manufacturing plant 'LG Polymers' located on the outskirts of the Visakhapatnam city. The accident took place when the cooling system of a polymers plant got clogged due to the mismanagement of factory workers and resulted in turning the city into a gas chamber. The gas which leaked was styrene gas, which is a 'hazardous chemical' under Rule 2(e) plus Entry 583 of Schedule I of the Manufacture, Storage and Import of Hazardous Chemical Rules 1989.

#### Principle 1: Polluter Pays Principle

The 'Doctrine of Polluter Pays' is a well-established principle of environmental law, which places an obligation of compensating the damage to the people who ought to reimburse it and also have the capacity to disburse it. The principle explicitly affirms that the person who damages or destructs the environment has the absolute obligation to bear the cost of ameliorating the environment. In Enviro Legal Action v. Union of India case, the Apex Court of India held that the polluter is legally responsible to reimburse the individual sufferers as well as pay for the revitalization of the damaged environment.

#### Principle 2: Principle of Strict Liability

The principle of Strict Liability was established in the year 1868 in the case of Rylands v. Fletcher, where the Court held that any person who uses his/her land in an 'unnatural manner' and who keeps any 'hazardous substance' on such premises would be held

liable under the principle of strict liability for any 'damage' occurred on the 'escape' of such perilous substance. However, the person is liable only when there is non-natural use of land; the principle also restricts liability when the escape is due to an act of strangers, Act of God, for example a natural calamity; due to the person injured or when it happens with the consent of the person injured or with statutory authority.

### Principle 3: Principle of Absolute Liability

The absolute liability is a stringent form of Strict Liability as it is devoid of any exceptions that were mentioned under the earlier principle. for the first time in the case of M.C. Mehta v. Union of India. This principle implies that whenever an enterprise is engaged in any dangerous or hazardous activity that threatens the people working in the enterprise and those living nearby, it owes an absolute and non-delegable duty to the community that no harm will be caused. If harm is indeed caused, the enterprise will have to compensate for damages, and can't use exceptions provided in the case of strict liability. The enterprise can't claim that the harm has not been caused due to negligence (absence of due care) or that it had taken all reasonable precautions.

**Q10. Under which of the following principles, will the company LG Polymers be liable?**

- A. Polluter Pays Principle
- B. Strict Liability
- C. Absolute Liability
- D. All of the above

**Q11. As per the Polluter Pays Principle, LG Polymers will be liable to pay:**

- A. Amount of Money for restoration of environment only.
- B. Amount of Money for restoration of environment and compensation to Individuals who suffered the loss.
- C. Compensation to the victims.
- D. None of the above.

**Q12. A company ABC limited operates an industrial chemical plant in the city of Azadnagar. Due to an earthquake on July 22, 2020, the valves of the reactors in the plant get damaged due to which the operators could not properly transport the hazardous gas for chemical vaporisation, resulting in the gas leakage. The gas leakage resulted in the death of 12 workers of the plant and also some people**

**living nearby the Plant. In this situation, in order to decipher the liability of ABC Limited, choose the best option:**

- A. ABC Limited can be held liable under the principles of Strict and Absolute Liability and Polluter pays principle as well.
- B. ABC Limited can be held liable under the Polluter Pays Principle and the Principle of Absolute Liability, but can be exempted under the rule of Strict Liability.
- C. ABC Limited will not be held liable under any of the Principles.
- D. ABC Limited will be held liable under Strict and Absolute Liability principles but the Principle of —Polluter Pays will not be applicable to this situation.

**Q13. The argument of LG Polymers that, they did not know that the Styrene Gas could leak:**

- A. Is a strong argument and can reduce their liability under the Polluter Pays Principle.
- B. Is a strong argument and can reduce their liability under the Strict Liability Principle.
- C. Is a weak argument and will not help in reducing the liability of LG Polymers under any of the principles.
- D. Is a weak argument but may help in reducing their liability under the Strict Liability Principle.

**Q14. XYZ is a company operating a Pesticide Factory in the city of Rampur. On one day, due to the negligence of Factory staff, there is a leakage of the Pesticide gas as a result of which, many pests and insects which feed on the plantation crops in the nearby farm are killed. There is no harm caused to the people living nearby or the workers of the Pesticide Factory. However, the leakage was so humungous that it reduced the quality of air in the city causing breathing problems for the people living around in the area. In this case,**

- A. XYZ will be absolutely liable but not strictly liable.
- B. XYZ will not be liable under the Strict and Absolute liability principles because the leakage only killed the pests and insects.
- C. XYZ's liability under the Strict and Absolute liability principles will depend upon the inquiry as to whether the leaked pesticide gas was a hazardous substance/activity or chemical or not and; XYZ will be liable under the Polluter Pays Principle.
- D. XYZ will not be liable under the Polluter Pays Principle.

**Passage 4**

**Read the passage and answer the following questions**

Principle of Natural Justice is derived from the word 'Jus Natural' of the Roman law and it is closely related to Common law and moral principles but is not codified. It is a law of nature which is not derived from any statute or constitution. The principle of Natural Justice is adhered to by all the citizens of civilised State with Supreme importance. Natural justice simply means to make a sensible and reasonable decision making procedure on a particular issue. Sometimes, it doesn't matter what is the reasonable decision but in the end, what matters is the procedure and who all are engaged in taking the reasonable decision. It is not restricted within the concept of 'fairness' it has different colours and shades which vary from the context. Basically, natural justice consists of 3 rules.

The first one is "Hearing rule" which states that the person or party who is affected by the decision made by the Panel of expert members should be given a fair opportunity to express his point of view to defend himself. Secondly, "Bias rule" generally expresses that Panel of expert should be free from bias while taking the decision. The decision should be given in a free and fair manner which can fulfil the rule of natural justice. And thirdly, "Reasoned Decision" which states that order, decision or judgement of the Court given by the Presiding authorities with a valid and reasonable ground. The principles of Natural Justice have been adopted and followed by the judiciary to protect public rights against the arbitrary decision by the administrative authority. One can easily see that the rule of natural justice include the concept of fairness: they stay alive and support to safeguard the fair dealing.

Source: Excerpt taken from blog.ipleaders.in (Dated -12<sup>th</sup> June, 2019)

**Q15. "Nemo Judex in causa sua" or the principle that 'No one can be a judge in his own case', relates to which of the following rule of the Natural Justice?**

- A. Bias rule
- B. Reasoned decision rule
- C. Hearing rule
- D. All of the above.

**CORRECT ANSWER : OPTION A**

**Q16. Mr. X is a Public Servant, employed in a PSU and Mrs Y who is the wife of Mr. X is also an employee of the same PSU. Ms A files a complaint against Mr. X for sexual harassment at workplace before the ICC (Internal Complaints Committee),**

which is headed by Mrs Y. After completing her inquiry she held that Mr. X is guilty and recommended disciplinary proceedings against him. Now, on what grounds Mr. X may challenge her findings?

- A. Mrs.Y is an employee of the same institution and the inquiry should have been conducted by a person outside the institution.
- B. The complaint was filed by a female employee, so the inquiry must have been conducted by a male employee.
- C. Mrs Y is the wife of MrX and she holds a personal bias in the case, so the inquiry should not have been conducted by her.
- D. Mr. X being the accused should have conducted the inquiry himself.

**Q17. Mr. A is a judge and he is also the landlord of Mr. B, who resides in an apartment owned by Mr. A. Due to non-payment of rent for 3 consecutive months, Mr. A served an eviction notice to Mr. B. Now, choose the most appropriate option amongst the following.**

- A. Being a judge himself, Mr. A cannot issue such notice of eviction.
- B. Mr. A can issue such notice because it is his duty as a Judge, apart from being a landlord.
- C. Such notice is illegal as Mr. B was not given an opportunity to present his case.
- D. Mr. A issued such notice in his personal capacity as a landlord and not being a judge.

**Q18. Which of the following is not in violation of the principles of Natural justice?**

- A. Withholding of an increment of a public servant without giving him an opportunity to defend.
- B. Non-renewal of a contract of employment of an employee after the period of contract is over.
- C. Initiating a departmental inquiry against a public servant, without giving him an opportunity to submit representation during such inquiry.
- D. All of the above.

**Q19. On the basis of your understanding about Natural Justice in the passage above, state which of the following is true:**

- A. Adherence to the reasoned decision rule is not required if other two rules are complied with.

- B. Compliance of bias rule itself rejects the need of the hearing and the reasoned decision rule.
- C. Principle of Natural Justice is incomplete without the compliance of any of its rules.
- D. The Reasoned Decision rule is a substitute for the bias rule.

### Passage 5

Read the passage and answer the following questions

Tension prevailed in the Jawahar area in Palghar district after three Mumbai residents, travelling in a Ford Ecosport to Silvassa, were allegedly lynched late on Thursday night. The Kasa police said the incident occurred near Gadakchinchale village under their jurisdiction. "Information received by us indicates that the three occupants of the SUV hailed from Kandivali in Mumbai and were going to attend a funeral in Silvassa," Superintendent of Police Gaurav Singh, Palghar police said. A large mob of villagers surrounded the car within a matter of minutes and started attacking it with sticks, iron rods and their bare hands, leading to the death of all three occupants. "One of our patrolling vehicles later spotted the severely injured trio lying on the road and stopped to find out the matter. However, our team was also attacked by the mob and the vehicle pelted with stones. Our personnel had to flee and were unable to rescue the victims," an officer with the Kasa police said. A wireless alert was sent out later apprising all police stations and units of the incident following which reinforcements were sent to the village and a combing operation was undertaken. "Prima facie information indicates that the trio were mistaken for thieves and attacked. The villagers were on edge due to the ongoing lockdown and unavailability of essential supplies. For the past few days, several rumours have been doing the rounds on social media about thieves and dacoits targetting villages on the highway. As a result, villagers have been patrolling the highway and stopping late night travellers on suspicion," the officer said.

Source: Excerpt from The Hindu, written by Alok Deshpande (22/04/2020)

**Q20. Which of the following statements given below justifies criminalisation of Mob Lynching?**

- A. In a democracy the actual power rests with the people and their actions cannot be penalised by the state.
- B. There is no law in India which specifically prohibits mob lynching and therefore it is a justified act of the people.
- C. It is impossible to punish the wrongdoer in case of Mob Lynching.

- D. Violence cannot be a tool to implement the will of the majority and such actions are failure of the state.

**Q21. Which of the following statement justifies the criminalisation of mob lynching as a distinct offence apart from 'Murder'?**

- A. The offence of Murder is committed by a single individual or a group but mob lynching involves a large group of individuals.  
 B. When violence is committed by a mob it creates a situation of terror and anarchy having potential to disturb the public peace for a longer period.  
 C. Mob lynching is an offence which supports the idea of 'might is right', and cannot be accepted in a democratic society.  
 D. All of the above.

**Q22. The above passage states about the existence of rumours in the area regarding the thieves and dacoits robbing the villagers or committing child lifting. In the light of this proposition which if the following statement is correct?**

- A. The villagers should not be punished as there was a genuine mistake on their part.  
 B. The villagers should be punished as they do not have any right to punish any person unless he is an offender.  
 C. The villagers should be punished as no individual in the country is entitled to take law in his own hand and punish the wrongdoer.  
 D. The villagers should not be punished as they have the right of private defence against such incidents under which they can even kill a person.

**Q23. In the light of the above passage which of the following incidents of mob violence would be justified?**

- A. A group of people committing violence against people who are selling meat of an animal considered to be sacred under their religious beliefs.  
 B. The residents of a boy's hostel caught a drug paddler selling drugs in their hostel and killed him by beating.  
 C. The villagers injured a woman by pelting stone on her considering her to be witch.  
 D. None of the above.

CORRECT ANSWER : OPTION D

**Q24.Assertion (A): Mob Lynching can be justified only in circumstances where the religious sentiments or feelings of a large group of people is associated.**

**Reason (R): Religious sentiments and feelings are of paramount consideration for the state and should not be interfered with.**

- A. Both (A) and (R) are correct
- B. (A) is correct but (R) is incorrect
- C. Both (A) and (R) are incorrect
- D. (A) is incorrect but (R) is correct.

### Passage 6

**Read the passage and answer the following questions**

The bench of Dr DY Chandrachud and MR Shah, JJ has refused to transfer to CBI the criminal cases lodged against Republic TV Editor in-Chief Arnab Goswami for alleged defamatory news show telecast on April 21 in connection with the Palghar mob-lynching case. It also quashed all FIRs against Arnab Goswami except one which was filed in Nagpur and which has been transferred to Mumbai via order dated 24.04.2020.

[Excerpt from SCC Online Blog, May 19, 2020]

Delivering the verdict, Justice Chandrachud said, " Article 32 of the Constitution constitutes recognition of the constitutional duty entrusted to this Court to protect the fundamental rights of citizens. The exercise of journalistic freedom lies at the core of speech and expression protected by Article 19(1)(a). The petitioner is a media journalist. The airing of views on television shows which he hosts is in the exercise of his fundamental right to speech and expression under Article 19(1)(a). India's freedoms will rest safe as long as journalists can speak truth to power without being chilled by a threat of reprisal... Free citizens cannot exist when the news media is chained to adhere to one position. Yuval Noah Harari has put it succinctly in his recent book titled "21 Lessons for the 21st Century": "Questions you cannot answer are usually far better for you than answers you cannot question."

[Excerpt from Arnab Ranjan Goswami vs Union Of India on 19 May, 2020]

**Q25.The above passage mentions about the Journalist's request to transfer the case to the CBI (Central Bureau of Investigation) for investigation. What could be the appropriate reason for such request?**

- A. The CBI is a central investigating agency and conducts more scientific investigation.
- B. Where State government is an interested party, the investigation conducted by the state police, may be biased.
- C. The FIRs relate to an offence of defamation of the President of a national party, so the matter should be investigated by the CBI.
- D. None of the above.

**Q26.** The above passage quotes the observation of the Court in relation to freedom of speech and expression as, "Questions you cannot answer are better than questions you cannot question." Now, based on such observation, chose the most appropriate option which describes the scope of such questions.

- A. The term "questions" mentioned are not subject to limitations imposed upon the Freedom of Speech and Expression.
- B. Those question are limited to the information warranted by the person.
- C. The court is referring to the right to information through the above quote.
- D. The questions are also subject to limitations imposed upon the Freedom of Speech and Expression.

**Q27.** It is an established principle of law that the offence of defamation (harming the reputation) has many exceptions and the imputation of truth is one of those, but the accused must prove that such imputation was true and also for the public good. In the light of this statement which of the following questions/statements are not defamatory?

- A. An article published in a newspaper about the unaccounted property of a public servant in the form of a questionnaire.
- B. A question to a female actress about her sexual relationship with a married man.
- C. A question to a public servant about his extramarital relationship with a colleague.
- D. An Article published in a magazine stating a female politician as 'B grade' actress.

**Q28.** In the above passage, the Court ordered for the merging of different FIRs into one and the investigation to be conducted at Mumbai. What is the reason behind such order?

- A. Multiple FIRs mean multiple investigations and the same might cause hardships to the accused.

- B. The first FIR was registered at Mumbai and the investigation should be conducted at Mumbai.
- C. The accused resides at Mumbai and the investigation should be conducted only at Mumbai.
- D. Multiple FIRs are frivolous and there is only one cause of action.

**Q29. Defamation is punishable:**

- A. Both as a Civil wrong as well as a Crime.
- B. Only as a Civil wrong.
- C. Only as a Criminal wrong.
- D. None of the above.

**Passage 7**

**Read the passage and answer the following questions**

Common intention comes into being prior to the commission of the act, which need not be a long gap. To bring common intention into effect a pre-concert is not necessarily proved, but it may well develop on the spot as between a number of persons and could be inferred from facts and circumstances of each case. For example A and B caught hold of C where only B stabbed C with a knife but A is also liable for murder as there was a pre concerted action. In the case Pandurang v. State of Hyderabad, Supreme court emphasized on this point that prior concert need not be something always very much prior to the incident, but could well be something that may develop on the spot, on the spur of the moment.

**Common Intention and Similar Intention**

Common intention does not mean similar intention of several persons. To constitute common intention it is necessary that the intention of each one of them be known to the rest of them and shared by them. In the case of Dukhmochan Pandey v. State of Bihar, the Supreme Court, held that: "Common intention which developed at the spur of the moment is different from the similar intention actuated a number of person at the same time...the distinction between a common intention and similar intention may be fine, but is nonetheless a real one and if overlooked, may lead to miscarriage of justice...." The mere presence of accused together is not sufficient to hold that they shared the common intention to commit the offence in question. It is necessary that the intention of each one of 'several persons' be known to each other for constituting common intention.

**Q30.** A gang of six members went to a bank, armed with weapons to commit a heist. While five of the gang members went inside the bank, Mr. A (the sixth member) waited outside the bank to alert them on any threat. During the heist one of the gang members fired a gun at the branch manager, as a result he died. All five escaped but Mr. A was caught and arrested. Now, choose the most appropriate option as per the principle stated in the above passage.

- A. Mr. A is not liable for murder as he was outside the bank and there was no common intention.
- B. Mr. A along with all other members of the gang are liable for murder as there was common intention.
- C. Only that person is liable for murder who actually fired the gun.
- D. Mr. A is liable only for the heist and no other offence.

**Q31.** Raman and Raghav were riding on a motorcycle on a busy street, suddenly Aman (another biker) bumped into their bike. A heated argument started between the three of them. While Raghav started abusing Aman, Raman hit Aman with an iron rod lying on the road and as a consequence he died. Now, chose the correct option.

- A. Both Raman and Raghav are liable for murder as there was a common intention developed on the spot.
- B. Raghav is not liable for murder as there was no common intention to kill Aman.
- C. No one is liable as Aman was a wrongdoer himself and he started the fight.
- D. Only Raghav is liable for murder as he started abusing Aman.

**Q32.** After reading the passage which of the following is not correct in relation to the difference between Common and Similar intention?

- A. Similar intention is developed prior to the commission of offence but the common intention is developed only at the time of commission of offence.
- B. Under Common intention each of the offender is equally liable for the offence but under similar intention each of the offender is differently liable.
- C. In order to determine the existence of Similar or Common intention, one must analyse the fact and circumstances of each case.
- D. The boundary between Similar and Common intention is very fine and it may sometime overlap.

**Q33. Mr. X and Mr. Y entered into a house at night to commit theft, while committing theft Mr. Y committed sexual assault on a minor girl of aged 11 years. Identify for which of the following offences Mr. X is liable for.**

- A. Both Theft and Sexual Assault as there was a Common intention.
- B. Only Theft as there was a Similar intention.
- C. Only Theft as Mr. X had a different intention from Y.
- D. He would not be liable for any offence.

**Q34. Which of the following statements is correct in relation to the difference between common intention and similar intention?**

- A. The intention of the accused and co-accused can be inferred from the facts and circumstances of each case.
- B. Under common intention, it is considered that all the accused have jointly committed the offence themselves and are jointly liable.
- C. Each accused is liable for the offence he has actually committed, if the common intention cannot be proved.
- D. All of the above.

### Passage 8

**Read the passage and answer the following questions**

Article 20(1) of the Indian Constitution prohibits Ex Post Facto laws. The expression Ex Post Facto Law means a law, which imposes penalties or convictions on the acts already done and increases the penalty for such acts. In other words, Ex Post Facto Law, imposes penalties retrospectively. For example, The Dowry Prohibition Act, 1961 came into force from 20.5.1961. A person guilty of accepting dowry is punishable under the Act after 20.5.1961 and not before 20.5.1961.

Ex post facto laws are of three kinds as follows: (a) A law which declared some act or omission as an offence for the first time after the completion of that act or omission. (b) A law which enhances the punishment or penalty for an offence subsequent to the commission of that offence. (c) A law which prescribes a new and different procedure for the prosecution of an offence subsequent to the commission of that offence.

Clause (1) of Art. 20 provides protection only in respect of the above first two categories of ex post facto laws i.e. laws which declare acts as offences subsequent to the commission to those acts and laws which enhance the penalty subsequently.

Article 20(1) provides: No person shall be convicted of any offence except for violation of a law in force at the time of the commission of the act charged as an offence, nor be subjected to a penalty greater than that which might have been inflicted under the law in force at the time of the commission of the offence. The first part of clause (1) provides that no person shall be convicted of any offence except for violation of law in force at the time of the commission of the act charged as an offence. The second part of clause (1) protects a person from a penalty greater than that which he might have been subjected to at the time of the commission of the offence.

**Q35. The Parliament of India legislated the Sexual Harassment at Workplace Act, in the year 2013 and simultaneously some new offences were also added to the Indian Penal Code, 1860. Mr. A is an employee of an institution, against whom departmental enquiry has been initiated for committing sexual harassment of a female colleague in the year 2012. Now, choose the correct option.**

- A. Such inquiry is valid as per Article 20 (1) of the Constitution as the complaint was made after the act came into force.
- B. Article 20 (1) will not be applicable as the matter does not relate to an offence.
- C. As the Act was passed in the year 2013, any inquiry under such Act is invalid.
- D. Only inquiry may be conducted but no penal action can be taken against him after such inquiry.

**Q36. Article 20 (1) would not affect which of the following acts of the legislature?**

- A. Act of the legislature enhancing the term of imprisonment.
- B. Act of the legislature enhancing the amount of fine.
- C. Act of the legislature changing the punishment of death to life imprisonment.
- D. Act of legislature changing the nature of imprisonment from simple to rigorous.

**Q37. Mr. A is a student of Law, aged 19 years. He is socially active and expresses his opinion on every social and political event of the nation through social media platforms. In one of his blog, he severely criticised the policy of a state government of changing names of cities and towns. He also stated that the government is biased towards a particular religion. The said blog was posted on 19<sup>th</sup> April, 2020 and subsequently, an amendment was made to Indian Penal Code whereby 'Hate Speech' was made a distinct offence and punishment was**

**prescribed. An action was brought against him under the said provision for the blog. Now, choose the most appropriate option amongst the following**

- A. Mr. A may be liable for the offence of Hate speech as the blog was not removed even after the amendment.
- B. Mr. A may be liable for the offence of Hate speech as Article 20 (1) does not cover such areas.
- C. Mr. A may not be liable for the offence because the act was done before the amendment.
- D. Mr. A may not be liable for the offence as his blog was innocent and a fair criticism.

**Q38. Considering the fact situations given in the above question, the Parliament passes a legislation in September 2020, whereby an amendment is made to the Juvenile Act and now a person below the age of 20 would be a Juvenile and special procedure would be followed for his trial. Choose the most appropriate option amongst the following**

- A. Mr. A would not be considered as juvenile as it is prohibited under the scheme of Article 20 (1).
- B. Mr. A would not be considered as juvenile because the amendment came after he committed the offence.
- C. Mr. A would be considered a Juvenile and tried under the new procedure.
- D. None of the above.

**Q39. Considering the fact situation in the third question to this passage, the Parliament passes a legislation for the Probation of Offenders, under which any offender below the age of 21 will not serve the sentence of imprisonment in a prison, instead he will serve the sentence in a probation house. Now, choose the most appropriate option.**

- A. Mr. A will get the benefit of Probation of Offenders Act.
- B. Mr. A will not get the benefit of Probation of Offenders act as it is prohibited by Article 20 (1) of the Constitution.
- C. It is discretion of Mr. A to decide whether he wants such benefit or not.
- D. None of the above.

**CLAT 2020 ANSWER KEY**

---

1	B	11	B	21	D	31	B
2	C	12	B	22	C	32	A
3	B	13	C	23	D	33	C
4	D	14	C	24	C	34	D
5	C	15	A	25	B	35	D
6	A	16	C	26	D	36	C
7	B	17	D	27	A	37	A
8	C	18	B	28	A	38	C
9	C	19	C	29	A	39	A
10	D	20	D	30	B		

---

## CLAT 2020 SOLUTIONS

---

### 1-B

The Impact on the performance of Contracts by the usage of Force Majeure Clauses is dependent upon the way such clauses have been constructed in a particular Contract. As the matter is unforeseen and out of human powers thus impact of frustration of contracts change accordingly.

### 2-C

In absence of such clauses in the Contract, the Courts may resort to the applicable law, i.e., the Indian Contract Act, 1872 to give relief to the parties. The courts would resort to the laws provided in Indian contract act 1872 and in presence of laws provided.

### 3-B

Such situation cannot be covered under Force Majeure as it is just a case of disappointed expectations and hence B cannot invoke the clause. It is merely a case of commercial hardship. The such incident is not the part of force majeure it is human interference and not covered under.

### 4-D

A force majeure clause applies in the context of ongoing contractual arrangements, whereas, an MAE or material adverse change (MAC) clause applies to the allocation of risk in transactions before their closure or completion. So none of the options set up here.

### 5-C

No, according to the Community Standards Test, the picture will not classify as Obscene. The test doesn't support this as a obscence thus doesnot pass the community standards test and doesnot qualify for being lascivious.

### 6-A

The former focuses on the susceptibility of the minds of individuals to get corrupted while the later hinges upon the context, intended meaning and contemporaneous socio-cultural environment of the society.

**7-B**

Freedom of Speech and Expression of an individual. Article 19 1 A protects its citizens and provides freedom of speech and expression . Obscenity is related to Freedom of Speech and Expression of an individual. It has different meaning with everyone.

**8-C**

Both 1 and 2 are Obscene. . A Movie scene where there are rows of Jewish naked men and women, shown frontally, being led into the Gas Chambers of Nazi Concentration Camp. Not only they are about to die but they are stripped off their basic dignity in the last moments of their life.The controversial movie scene of Phoolan Devi, the Bandit queen where she is paraded naked and made to draw water from the well within the circle of a hundred men. Both of them are obscene for large masses thus passes the test.

**9-B**

This is not a case of Obscenity because as per the Community Standards Test the video must not be seen in isolation but in the contextual set up of the message that the activist has put on normalisation of a female's sexuality. This is not a case of Obscenity because as per the Community Standards Test the video must not be seen in isolation but in the contextual set up of the message that the activist has put on normalisation of a female's sexuality

**10-D**

All of the above. Polluter Pays Principle, Strict Liability Absolute Liability. The company falls under all the context. They are liable under all the above mentioned liabilities

**11-B**

Amount of Money for restoration of environment and compensation to Individuals who suffered the loss. As the company has violated all three principles mentioned thus restoration of money as well as environment restoration is mandatory.

**12-B**

ABC Limited can be held liable under the Polluter Pays Principle and the Principle of Absolute Liability, but can be exempted under the rule of Strict Liability. As stated in the passage that the company has detrioted the environment thus liable to pay.

**13-C**

Is a weak argument and will not help in reducing the liability of LG Polymers under any of the principles. As it is a hazardous substance and in gaseous form it can leak anytime and contention becomes weak.

**14-C**

XYZ's liability under the Strict and Absolute liability principles will depend upon the inquiry as to whether the leaked pesticide gas was a hazardous substance/activity or chemical or not and; XYZ will be liable under the Polluter Pays Principle. In reference to Bhopal gas tragedy and Rylands vs Fletcher. It is mandatory that the substance must be hazardous.

**15-A**

"Nemo Judex in causa sua" or the principle that 'No one can be a judge in his own case', relates to bias rule as clearly stated in the passage.

**16-C**

Mrs Y is the wife of Mr X and she holds a personal bias in the case, so the inquiry should not have been conducted by her. The couple works together and it would be an unfair advantage and not according to the law.

**17-D**

Mr. A issued such notice in his personal capacity as a landlord and not being a judge. He is not performing as a judge right now he is performing as a landlord and thus perfectly suits the option.

**18-B**

Non-renewal of a contract of employment of an employee after the period of contract is over. It does not violate the principle of natural justice as it is none of the violations of the provided set principles.

**19-C**

Principle of Natural Justice is incomplete without the compliance of any of its rules. Natural justice needs to be applied for optimum justice and justice delivery.

**20-D**

Violence cannot be a tool to implement the will of the majority and such actions are failure of the state. Violence and vendetta are never options for smooth governance of the state.

**21-D**

The offence of Murder is committed by a single individual or a group but mob lynching involves a large group of individuals. When violence is committed by a mob it creates a situation of terror and anarchy having potential to disturb the public peace for a longer period, Mob lynching is an offence which supports the idea of 'might is right', and cannot be accepted in a democratic society. All lead to mob lynching thus option D sets best.

**22-C**

The villagers should be punished as no individual in the country is entitled to take law in his own hand and punish the wrongdoer. single individual or a group but mob lynching involves a large group of individuals and Mob lynching is an offence which supports the idea of 'might is right', and cannot be accepted in a democratic society also When violence is committed by a mob it creates a situation of terror and anarchy having potential to disturb the public peace for a longer period.

**23-C**

None of the mentioned situations are applied in the present situation thus none of the above suits perfectly.

**24-C**

Both (A) and (R) are incorrect. Mob Lynching can be justified only in circumstances where the religious sentiments or feelings of a large group of people is associated” is correct but “Religious sentiments and feelings are of paramount consideration for the state and should not be interfered with” is incorrect

**25-B**

Where State government is an interested party, the investigation conducted by the state police, may be biased. Journalist's request to transfer the case to the CBI (Central Bureau of Investigation) for investigation seems biased.

**26-D**

The questions are also subject to limitations imposed upon the Freedom of Speech and Expression. Questions you cannot answer are better than questions you cannot question expression is in various ways.

**27-A**

An article published in a newspaper about the unaccounted property of a public servant in the form of a questionnaire. Newspapers are an integral way of discussing the news.

**28-A**

Multiple FIRs mean multiple investigations and the same might cause hardships to the accused. This will lead to multiplicity of trails and bring issues to the accused and mental harassment to him.

**29-A**

Both as a Civil wrong as well as a Crime. As it is mentioned in both tort and IPC thus compensation and punishment both can be applied.

**30-B**

Mr. A along with all other members of the gang are liable for murder as there was common intention. Common intention is applicable to all the members refer to emperor vs. ghosh.

**31-B**

Raghav is not liable for murder as there was no common intention to kill Aman. Raman and Raghav were riding on a motorcycle on a busy street, suddenly Aman (another biker) bumped into their bike. A heated argument started between the three of them it shows no common intention.

**32-A**

Similar intention is developed prior to the commission of offence but the common intention is developed only at the time of commission of offence. The vice a versa is correct for this one thus it negates the question.

**33-C**

Only Theft as Mr. X had a different intention from Y. As both X and Y have different intentions a common intention is not formed and thus divided onto the charges.

**34-D**

All of the above. The intention of the accused and co-accused can be inferred from the facts and circumstances of each case. Under common intention, it is considered that all the accused have jointly committed the offence themselves and are jointly liable. Each accused is liable for the offence he has actually committed, if the common intention cannot be proved. All the pointers set altogether thus option D suits the best.

**35-D**

Only inquiry may be conducted but no penal action can be taken against him after such inquiry. Further actions if proved will be under IPC 1860, not under the said act.

**36-C**

Act of the legislature changing the punishment of death to life imprisonment. Article 20 clause 1 ex post facto laws will not be affected. It does not work retrospectively but prospectively.

**37-A**

Mr. A may be liable for the offence of Hate speech as the blog was not removed even after the amendment. 'Hate Speech' was made a distinct offence and punishment was prescribed. These words suits the best for the option A

**38-C**

Mr. A would be considered a Juvenile and tried under the new procedure. amendment is made to the Juvenile Act and now a person below the age of 20 would be a Juvenile and special procedure would be followed for his trial suits the best for the option and he would be considered as a juvenile.

**39-A**

Mr. A will get the benefit of Probation of Offenders Act. legislation for the Probation of Offenders, under which any offender below the age of 21 will not serve the sentence of imprisonment in a prison, instead he will serve the sentence in a probation house thus benefit of offenders act is issued.

# OTHER USEFUL RESOURCES

## YOUR GUIDE TO SUCCESS!

Welcome to your guide to success in the Common Law Admission Test (CLAT). Embarking on this challenging journey requires thorough preparation. To facilitate your path to success, we are excited to introduce our comprehensive CLAT eBook Series. These carefully curated eBooks are designed to provide you with invaluable resources and insights to boost your preparation. Let's explore what each eBook in our series has to offer:

### CLAT Free Sample Paper

Experience the actual CLAT exam with our complimentary sample paper.

[Download Here](#)

### CLAT Mock Test with Solutions eBook

Access a variety of mock tests along with detailed solutions to effectively track your progress.

[Download Here](#)

### 100+ Quantitative Techniques Practice Questions:

Download this invaluable CLAT Quantitative Techniques resource by Careers360, featuring comprehensive questions, answers, and detailed solutions to master the subject.

[Download Here](#)

### Criminal Law Concepts and Practice Questions for CLAT

Enhance your CLAT preparation with comprehensive

Criminal Law concepts and practice questions to master this crucial subject.

[Download Here](#)

### Know All About CLAT eBook:

Gain a comprehensive understanding of CLAT, including its structure, eligibility criteria, and important dates.

[Download Here](#)

### Top 300 Legal Maxims for CLAT preparation

Enhance your legal knowledge with this eBook, which includes the top 300 legal maxims essential for CLAT preparation.

[Download Here](#)

### Learn Useful CLAT Preparation Tips from Past Toppers:

Benefit from valuable insights and guidance based on the experiences of previous CLAT toppers.

[Download Here](#)

We are confident that these eBooks will be invaluable companions on your CLAT journey. They provide you with essential tools, practice materials, and expert advice to help you excel in the CLAT exam. Don't miss this opportunity to significantly enhance your preparation.

We extend our best wishes for your success in your CLAT preparations! Keep striving for excellence, and success will undoubtedly be within your reach.

*With warm regards,*

*"Best Wishes."*

*Team Careers360*