

CAREERS 360

PRACTICE **Series**

MH CET Law 2026

Legal Reasoning Practice Questions

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ABOUT THIS eBook

Our MH CET Law Legal Reasoning Practice Questions eBook is an indispensable resource for MH CET Law aspirants. It's authored by an expert and provides a comprehensive collection of practice questions with detailed solutions. This eBook serves several critical purposes in your preparation journey.

- Firstly, it bridges the gap between theoretical knowledge and practical application, ensuring that you not only understand the concepts but can also solve real-world problems effectively.
- Secondly, it enhances your efficiency and accuracy, two vital components of success in the exam. Through rigorous practice, you'll not only sharpen your legal skills but also learn time-saving strategies.
- Effective time management is another key aspect, and our eBook offers a wealth of questions to help you practice pacing yourself during the exam. Moreover, its broad coverage of Legal Studies topics ensures that you're well-prepared for any question that may appear in the exam.
- The detailed solutions provided for each question help you understand your mistakes and reinforce the correct problem-solving approach. Confidence-building is also a significant benefit, as regular practice instills self-assurance.
- Lastly, the eBook's diverse question bank prepares you for different question types and difficulty levels, ensuring your adaptability in the examination.

**All The Best
For Your Preparation!!**

PREPARATION STRATEGY AND QUICK TIPS FOR CUET BA LLB

Study Relevant Study Material:

Gather study materials specific to the legal reasoning section. Look for books or resources that cover the legal concepts tested in the exam. In this eBook, we have covered all the chapters and concepts that can come in the exam.

Legal Concepts and Basics:

Focus on understanding fundamental legal concepts and principles. Pay attention to topics such as Contracts, Torts, Constitutional law, and Legal Maxims.

Analytical and Critical Thinking:

Legal reasoning often involves analytical and critical thinking. Practice solving logical puzzles, critical reasoning questions, and scenarios to enhance these skills.

Legal Vocabulary:

Build a strong foundation in legal vocabulary. Familiarize yourself with legal terms, phrases, and terminology commonly used.

Stay Informed about Legal Developments:

Stay updated on current legal affairs and developments. This knowledge can be beneficial for questions related to recent legal events.

Review Legal Maxims and Case Laws:

Familiarize yourself with important legal maxims and landmark case laws, as they may be relevant to legal reasoning questions.

Some quick tips are as follows:

Gain a Quick Overview:

Explore headings, subheadings, summaries, and introductions to form a mental framework for the topics you're about to learn.

Set Clear Learning Goals:

Define specific objectives for your study session. This helps maintain focus and motivation. Decide if you aim to grasp fundamental principles, understand main ideas, or apply concepts to problem-solving.

Take Organized Notes:

Actively take structured notes during your study session. Utilize headings, bullet points, and diagrams to organize information. Summarize key themes in your own words to enhance understanding and retention.

Remember, Regular practice, revision, and staying informed about legal updates will contribute to your success in the CUCET legal reasoning section.

Good luck with your preparation!

Shall we begin with the study material?

CONTRACT LAW

Q1. Read the passage carefully and answer the question

The Contract should be performed by the promisor himself. However, in certain cases, it can also be performed by his agents or legal representatives. It all depends upon the intention of the parties. Normally a contract can be performed by the following persons.

1. Promisor himself: If from the nature of the contract it appears that it was the intention of the parties that the promise should be performed by the promisor himself, such promise must be performed by the promisor. This usually applies to contracts involving personal skill, task, or artwork.
2. Promisor or his Agent: Where the contract does not involve the personal skill of the promisor, the contract could be performed by the promisor himself or by any competent person employed by him for the purpose,
3. Legal Representatives: The contracts which do not involve any personal skill or taste, may be performed by his legal representative after the death of the promisor.
4. Third Person: In some cases, a contract may be performed by a third person provided the promisee accepts the arrangement. According to Section 41 of the Indian Contract Act, once the promisee accepts the performance from a third person, he cannot compel the promisor to perform the contract again.
5. Performance of Joint Promises: According to section 42 of the Indian Contract Act, when two or more persons have made a joint promise, the joint promisors must fulfill the promise jointly during their lifetime. And if any one of them dies, then his legal representatives and survivors must jointly fulfill the promise.

Section 43 of the Indian Contract Act further provides that unless a contrary intention appears from the contract, each joint promisor may compel every other joint promisor to contribute equally to the performance of the promise. If any joint promisor makes a default in such a contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.

Question: Aman received a box of chocolates from Basant and promised to pay Rupees 5000. Later on, A becomes bankrupt. Chetan, who is a friend of Aman pays rupees 1000 to Basant on behalf of Aman. Aman is not aware of such a transaction. In civil court, insolvency proceedings have started against Aman. Meanwhile, Basant has also applied for a recovery of 5000 rupees. Decide.

- A) Basant is entitled to recover the amount of 5000 from Aman.
- B) Basant is entitled to recover the amount of 4000 from Aman.
- C) Chetan is entitled to recover the amount of 1000 from Basant.
- D) Basant cannot recover any amount from Aman as he has become insolvent.

Q2.Read the passage carefully and answer the question

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Q3.K promises to paint a picture for L on a certain day, at a certain price. K dies before the day of the contract. Decide.

- A) The contract can be enforced by K's representative
- B) The contract can be enforced by L
- C) The contract can be enforced either by K's representation or by L
- D) The contract cannot be enforced either by K's representative, or L

Q4. Read the passage carefully and answer the question

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Section 43 of the Indian Contract Act further provides that unless a contrary intention appears from the contract, each joint promisor may compel every other joint promisor to contribute equally to the performance of the promise. If any joint promisor makes a default in such contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.

Question: Rohan has agreed to manage the catering services during the marriage of Sohan's son Ramu. On the day of marriage, Rohan felt ill and sent his manager to the management of catering services. Ramu happily gets married to Tina and people appreciated the food and decoration of the event. When Rohan asked Sohan for the remaining amount, he denied it because Rohan himself had not managed so it is a breach. Decide.

- A) Rohan is not entitled to get the remaining amount due to a breach of contract.
- B) Rohan is entitled to sue Sohan for the remaining amount.

C) Rohan is entitled to sue Ramu because it was his marriage.

D) Instead of Rohan, his manager can only sue Sohan for the breach.

Q5.Read the passage carefully and answer the question

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Question:D agreed to deliver goods to E, on 12 April 2022, on payment of Rs. 20,000. D dies before the decided day. E contacted D's legal representatives but he refused to deliver the said goods. Decide.

A) D's legal representative will not be liable to deliver goods because he is not the party to the contract

- B) D's legal representative will be liable because he is constructively made a party to the contract
- C) The contract is discharged upon the death of D and hence nobody is bound by the contractual obligation
- D) The transaction is not covered under the Indian Contract Act

Q6. Read the passage carefully and answer the question

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Question: A, B, and C jointly take a loan from D amounting to Rs. 30,000. C is compelled to pay the whole of the amount, A is insolvent but his assets are

sufficient to pay one-half of his debts. Now, how much amount is C entitled to recover from A and B. Decide.

- A) C is entitled to receive Rs. 5000 from A's estate and 12,500 from B.
- B) C is entitled to receive Rs. 10,000 from A's estate and A by any means and Rs. 10,000 from B
- C) C is entitled to receive Rs. 20000 from A's estate only
- D) C is entitled to receive Rs. 20000 from B only as A is insolvent

Q7. Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

If it defeats the provisions of any law: If it is of such a nature that if permitted, it would defeat the provisions of any law. In other words, if the object or the consideration of an agreement is of such a nature that, though not directly forbidden by law, it would defeat the provisions of the law, the agreement is void

If it is fraudulent: An agreement to defraud others is void.

If the Court regards it as immoral or opposed to public policy: An agreement whose object or consideration is immoral or is opposed to the public policy, is void. Consideration and Legality of object General Law of Contracts I1 void.

It is well settled that if several distinct promises are made for the same lawful consideration, and one or more of them be such as the law will not enforce, that will not of itself prevent the rest from being enforceable. The test is whether a distinct consideration that is wholly lawful can be found for the promise called in question. According to Justice Wiles, the general rule is that, where you cannot sever the illegal from the legal part of a covenant, the contract is altogether void; but where you can

sever them, whether the illegal be created by statute or by the common law, you may reject the bad part and retain the good.

Question : B and his friends robbed some money and goods and decide to divide their goods and amount equally. B and C took all the amount with them and ran away. D one of the member of their gang has got nothing from the robbery. D wants to take legal action against B and C. Decide.

- A) D can file suit for the breach of contract against B and C
- B) D can file a criminal suit against B and C, for cheating
- C) D can file both criminal and civil suits against B and C and get separate reliefs
- D) D can't do anything

Q8, Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

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Question : B and his friends committed theft at night in a neighborhood. A filed a police complaint and police arrested B and his friends within seven days. B and his friends offer to return all the goods and pay Rs. 50,000 jointly to compensate A if A promises to withdraw a criminal complaint that he has filed against B for theft. A accepts their offer. Decide.

- A) The object is unlawful but the consideration is lawful, ultimately the contract is void
- B) The object is lawful but the consideration is unlawful, so the contract is valid
- C) Both the object and consideration are lawful, so the contract is valid
- D) Both object and consideration are unlawful, so the contract is void

Q9. Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

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Question : A is an illiterate farmer, who wants to marry her daughter B, he took a loan amounting to Rs. 2,00,000 at an interest of 33% p.a. from C a money-lender of his village, and signed a bond. One of the terms of a bond is as follows:-

If A failed to pay the principal amount along with interest at the end of three years, C can take possession of A's land to sell that land for recovery of the loan amount given by him. Decide.

- A) The bond is valid because it fulfills all the essential elements of the contract
- B) The bond is valid because this is a type of loan contract.
- C) The bond is invalid because it is causing injury to A's property
- D) The bond is invalid because A is illiterate and his sign has no legal sanctity

Q10. Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

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Question : A wants to marry her minor daughter B for which, he takes a loan amounting to Rs. 1,00,000 at an interest of 12 % p.a. from C a money-lender of his village, and signed a bond. The band consists of the following information

If A failed to pay the principal amount along with interest at the end of three years, C can take possession of A's land, or sell that land for recovery of such amount.

Decide?

- A) The bond is valid because it fulfills all the essential elements of the contract
- B) The bond is valid because this is the type of loan contract.
- C) The bond is invalid because the object of the contract is illegal
- D) The bond is invalid because A is illiterate and his sign has no legal sanctity

Q11. Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by

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Question : A agreed to pay 50,000 to B, clerk of the electricity department to decrease the bill amount from Rs. 50,000 to 10,000. B decreased the amount to 11,000 instead of 10,000. A has denied paying Rs 50,000 to B. B wants to recover the amount from A. Decide

- A) A can recover the amount, on the grounds of breach of contract.
- B) A can't recover the amount, it is an oral contract other than a written Contract.
- C) A can recover Rs.50,000 by filing a recovery suit.
- D) A cannot recover Rs.50,000 because the object is not lawful.

Q12. Read the passage and answer the following condition.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

According to section 26 of the Indian Contract Act, all agreements in restraint of marriage except that of a minor are void. Romans were the first to delegitimize agreements that were in restraint of marriage. The basis of making agreements in restraint of marriage void is that marriage is a sacrament and nothing should interfere with the institution of marriage, not even contracts. The idea behind this provision is to not snatch away the personal right of every individual to marry someone of their own choice. It is important to note here that according to the section, agreements in restraint of marriage of a minor are not void.

Agreement in restraint of trade is void under Section 27 of the Act. That is, any agreement that debars one person from starting or continuing his trade or profession, in return for some consideration is void. Therefore, any agreement stopping a person from trading in the manner he likes or wherever he likes, on an agreement with another party, in which the other party benefits from him stopping his trade or profession, will be called an agreement in restraint of trade. Apart from two exceptions, which we will discuss below, all agreements in restraint of trade are void. The two exceptions lie in the Sale of Goodwill and Partnership Act.

The background for delegitimizing an agreement in restraint of trade lies in the history of conflict between free markets and the freedom of contracts. Ensuring freedom to the contract would mean legitimizing agreements in restraint of trade, which would result in parties agreeing to curb competition. Under the common law, the current position is derived from the case of

Nordenfelt v Maxim Nordenfelt Guns and Ammunition Co Ltd.

Any agreement between the two parties that debars either or both of them from going to a court of law in case of non-compliance with the contract is a void agreement. Section 28 of the Indian Contract Act says that any agreement that restricts an aggrieved party from enforcing his rights to approach a relevant court or tribunal in case of a breach of contract or limits the time within which he may do so, is a void agreement. It further says any agreement that extinguishes the rights of any party or discharges either of the parties from liability is a void agreement.

Question: Rahul agreed to pay the amount of Rs. 50,000 if Nikita would not marry Ankur, in case she gets married to Ankur then the marriage will become void. Nikita agreed and received such an amount from Rahul. One month later, Nikita married Ankur. Rahul sued Nikita for the breach of contract. Decide.

- A) Rahul can recover Rs 50,000 for the breach of the contract
- B) Nikita's marriage would be void as per the agreement.

- C) When Nikita returns the amount to Rahul then her marriage becomes valid
- D) Rahul can't recover an amount from Nikita and his marriage is also valid.

Q13. Read the passage and answer the following condition.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

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any agreement that extinguishes the rights of any party or discharges either of the parties from liability is a void agreement.

Question: B and C both are co-widows of A. B and C both mutually agreed that if any one of them remarried then in such case she would forfeit her share in the deceased husband's property. Decide.

- A) The agreement is restrained to legal proceedings since void
- B) The agreement is opposed to public policy since void.
- C) The agreement is valid
- D) The agreement is not valid due to a lack of consideration

Q14. Read the passage and answer the following condition.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

According to section 26 of the Indian Contract Act, all agreements in restraint of marriage except that of a minor are void. Romans were the first to delegitimize agreements that were in restraint of marriage. The basis of making agreements in restraint of marriage void is that marriage is a sacrament and nothing should interfere with the institution of marriage, not even contracts. The idea behind this provision is to not snatch away the personal right of every individual to marry someone of their own choice. It is important to note here that according to the section, agreements in restraint of marriage of a minor are not void.

Agreement in restraint of trade is void under Section 27 of the Act. That is, any agreement that debars one person from starting or continuing his trade or profession, in return for some consideration is void. Therefore, any agreement stopping a person from trading in the manner he likes or wherever he likes, on an agreement with another party, in which the other party benefits from him stopping his trade or profession, will be called an agreement in restraint of trade. Apart from two exceptions, which we will discuss below, all agreements in restraint of trade are void. The two exceptions lie in the Sale of Goodwill and Partnership Act.

The background for delegitimizing an agreement in restraint of trade lies in the history of conflict between free markets and the freedom of contracts. Ensuring freedom to the contract would mean legitimizing agreements in restraint of trade, which would result in

parties agreeing to curb competition. Under the common law, the current position is derived from the case of

Nordenfelt v Maxim Nordenfelt Guns and Ammunition Co Ltd.

Any agreement between the two parties that debars either or both of them from going to a court of law in case of non-compliance with the contract is a void agreement. Section 28 of the Indian Contract Act says that any agreement that restricts an aggrieved party from enforcing his rights to approach a relevant court or tribunal in case of a breach of contract or limits the time within which he may do so, is a void agreement. It further says any agreement that extinguishes the rights of any party or discharges either of the parties from liability is a void agreement.

Question: Vishal opened a law entrance exam coaching institute in Hauz Khas. A person Sandesh is planning to open coaching in the same locality. Due to the fear of competition, Vishal offers Sandesh not to open the coaching center in that area for the next 2 years in consideration of Rs. 10,000 per month. Sandesh agreed and started receiving such an amount every month from Vishal. Vishal has stopped making payments after one year. Sandesh wants to sue Vishal for non-payment of the amount. Decide.

- A) Sandesh can sue for non-payment of the amount.
- B) Vishal would be held liable for breach of contract
- C) Sandesh cannot recover an amount from Vishal, the agreement is void
- D) Sandesh has to file the criminal suit

Q15. Read the passage and answer the following conditions.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

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Question: Pari and Lacy are two similar snack manufacturing companies in the locality of Yamuna Nagar. The owner of both factories came into a partnership agreement that only one factory would manufacture at a time alternatively, and profit would be shared equally. Decide the validity of the agreement.

- A) The agreement is restrained to business or trade, it is void
- B) The agreement is covered under the partnership act, not under Contract Act
- C) The agreement is prohibited under the competition act
- D) The agreement is valid

Q16. Read the passage and answer the following conditions.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

According to section 26 of the Indian Contract Act, all agreements in restraint of marriage except that of a minor are void. Romans were the first to delegitimize agreements that were in restraint of marriage. The basis of making agreements in restraint of marriage void is that marriage is a sacrament and nothing should interfere with the institution of marriage, not even contracts. The idea behind this provision is to not snatch away the personal right of every individual to marry someone of their own choice. It is important to note here that according to the section, agreements in restraint of marriage of a minor are not void.

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Question: A has insured B's bike for the amount of Rs 10000 in case of an accident, the compensation claim must be filed within 6 months from the date of

the accident. After 6 months insurance company shall not be liable to compensate for any loss. Decide.

- A) The agreement is void, it is a restraint to the legal proceedings.
- B) The agreement is not covered under section 28 of the Indian Contract Act.
- C) The agreement is valid.
- D) The agreement is voidable at the option of the aggrieved party.

Q17. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

Thus, consent involves the identity of minds in respect of the subject matter of the contract. In English Law, this is called 'consensus-ad-idem'. If the parties are not ad-idem on the subject matter of the contract, then there is no real agreement between them. When two persons enter into a contract concerning a particular person or a thing and it turns out that each of them had a different person or thing in mind, no contract would exist between them. In *Foster v. Mackinnon*, the defendant has purported to endorse a bill of exchange which he was told was a guarantee. The court held that he was not liable as his mind did not go with that writing and he never intended to sign a bill of exchange. There was no consent and consequently no agreement arose.

For a contract to be valid, it is not enough that the parties have given their consent. The consent should also be free i.e., it has been given by the free will of the parties involving no pressure or use of force. Section 14 of the Act states that Consent is said to be free when it is not caused by (i) coercion, or (ii) undue influence, or (iii) fraud, or (iv) misrepresentation, or (v) mistake. Thus, the consent of the parties to a contract is regarded as free if it has not been induced by any of the five factors stated under Section 14. In other words, consent is not free if it can be proved that it has been caused by coercion, undue influence, fraud, misrepresentation, or mistake.

When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: Which of the following statements is/are correct?

- i. A contract without a mutual agreement between both parties would be void
 - ii. A contract without the free consent of the other party would be void
 - iii. A contract without a mutual agreement and free consent of one party would be void
 - iv. A contract without the free consent of one party shall be voidable at the option of party
- A) Only i is correct
 - B) Only iii is correct
 - C) Only i and iv are correct
 - D) Only ii and iii are correct

Q18. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

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When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: Kunal and Sunil enter into a Contract for the supply of almonds. However, Sunil wants to get old almonds for feeding his cattle but Kunal sent him new and fresh almonds which were of better quality. Decide.

- A) The Contract would be void
- B) The Contract would be voidable at the option of Kunal
- C) The Contract would be voidable at the option of Sunil
- D) The Contract would be valid

Q19. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

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When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: A who is a businessman enters into a contract with his employee B to sell his house at a certain price which is much lower to the market rate, or else he will be fired from the job. Decide.

- A) B has to sell the house to A
- B) B does not need to sell the house to A as the contract is void
- C) It is at the option of B to sell the house
- D) It is at the option of A to buy the house

Q20. Read the passage and answer the questions that follow.

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When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: Rajat enters into a contract with Aman to supply 5 Kg of cotton to their warehouse at Aurangabad in Maharashtra, however, Aman supplies the cotton to Aurangabad in Bihar Decide.

- A) Aman has to pay compensation to Rajat for breach of contract.
- B) Rajat has to pay compensation to Aman as he did not provide him with exact details.
- C) No compensation can be claimed as the contract would be void.
- D) No compensation can be claimed as the performance of the contract is complete.

Q21. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

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When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: John enters into a contract with Harry to sell his old car, however, he does not disclose that the car had met with an accident and was later on repaired. Decide.

- A) The Contract would be void as John has committed fraud
- B) The Contract would be voidable as John has committed fraud
- C) The Contract would be valid
- D) Harry would be entitled to compensation

Q22. Read the passage and answer the questions that follow.

The expression contingent contracts is defined in Section 31 of the Indian Contract Act as a contract to do or not to do something if some event, collateral to such contract, does or does not happen. It is a sort of conditional contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. The time or the person in question will definitely expire and the money will become payable. For example, a contract to pay a sum of money on the destruction of premises by fire is a contingent contract, for that contingency may or may not happen. From this point of view, all contracts of insurance are contingent contracts. A contract to buy land which is under dispute made with a party to the dispute and to become operative if he wins a case is a contingent contract, its performance being wholly dependent upon the result of the litigation. A contingent contract failed because permission was required (environmental permission) from the authority concerned but was not granted. The necessity of such clearance was clearly anticipated in the contract as a prerequisite to its performance. The Supreme Court held that consequent restoration of the parties to the position in which they were before the contract was proper.

A, whose property was attached, contracted to sell the same to B and undertook to apply to the court for the approval of the sale. A did apply to the court in the performance of his undertaking, but the court rejected his application. Thereupon A sold the land to C. B sued him for the land. It was held that the contract of sale to B was a contingent contract, being subject to the approval of the court, and that approval having not been given, the contingency did not happen and hence its performance could not be

demanding. A contract to sell a piece of agricultural land which was the subject matter of the ongoing consolidation proceedings was held to be of contingent nature because nobody could tell beforehand to whom the land might become allotted. It was not enforceable until and unless the consolidation would leave the land in the hands of the seller.

Question: Which among the following is the significant feature of contingent contracts under the Indian Contract Law?

- A) Uncertainty of the condition imposed
- B) Certainty of the condition imposed
- C) The ability to fulfilment of the condition imposed
- D) The inability to the fulfilment of the condition imposed

Q23. Read the passage and answer the questions that follow.

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demanded. A contract to sell a piece of agricultural land which was the subject matter of the ongoing consolidation proceedings was held to be of contingent nature because nobody could tell beforehand to whom the land might become allotted. It was not enforceable until and unless the consolidation would leave the land in the hands of the seller.

Question: Mr. A offers to pay a sum of Rs. 50,000/- to any person who is successfully able to find his lost golden retriever.

From the aforementioned, determine the nature of the contract enumerated in the above-mentioned illustration.

- A) Contract becomes a contingent one when the golden retriever is found by any person
- B) Contract becomes a contingent one when the golden retriever is searched by any person
- C) Contract is not a contingent one as it may or may not have the ability to be fulfilled by any person.
- D) Contract is not a contingent contract ab initio

Q24. Read the passage and answer the questions that follow.

The expression contingent contracts is defined in Section 31 of the Indian Contract Act as a contract to do or not to do something if some event, collateral to such contract, does or does not happen. It is a sort of conditional contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. The time or the person in question will definitely expire and the money will become payable. For example, a contract to pay a sum of money on the destruction of premises by fire is a contingent contract, for that contingency may or may not happen. From this point of view, all contracts of insurance are contingent contracts. A contract to buy land which is under dispute made with a party to the dispute and to become operative if he wins a case is a contingent contract, its performance being wholly dependent upon the result of the litigation. A contingent contract failed because permission was required (environmental permission) from the authority concerned but was not granted. The necessity of such clearance was clearly anticipated in the contract as a prerequisite to its performance. The Supreme Court held that consequent restoration of the parties to the position in which they were before the contract was proper.

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Question: From the following, identify the contracts which are classified to be of the nature of being a contingent contracts under the Indian Contract Act, 1872.

- A) A contract to pay a sum of money in return for some labour
- B) An agreement for the sale of land with a condition that the sale deed would be executed after the seller obtained permission for the use of land as village land.
- C) A contract to pay a sum of money on the loss of a ship
- D) Both (a) and (c)

Q25. Read the passage and answer the questions that follow.

The expression contingent contracts is defined in Section 31 of the Indian Contract Act as a contract to do or not to do something if some event, collateral to such contract, does or does not happen. It is a sort of conditional contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. The time or the person in question will definitely expire and the money will become payable. For example, a contract to pay a sum of money on the destruction of premises by fire is a contingent contract, for that contingency may or may not happen. From this point of view, all contracts of insurance are contingent contracts. A contract to buy land which is under dispute made with a party to the dispute and to become operative if he wins a case is a contingent contract, its performance being wholly dependent upon the result of the litigation. A contingent contract failed because permission was required (environmental permission) from the authority concerned but was not granted. The necessity of such clearance was clearly anticipated in the contract as a prerequisite to its performance. The Supreme Court held that consequent restoration of the parties to the position in which they were before the contract was proper.

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Question: X is an insurance agent. Y is an individual who is around 45 years of age and wants to get his house insured. Y contacts X, and X tells Y that the insurance can be claimed if Y's house is damaged due to a fire from an electric short circuit. One night a few children enter Y's house to pluck flowers, and accidentally leave a tap in Y's garden open, which leads to the flooding of a part of Y's house. Y now wants to claim the insurance. Decide.

- A) The insurance can be claimed since Y's house was damaged
- B) The insurance cannot be claimed as there was no destruction due to fire
- C) The insurance can be claimed since the term of the contract was uncertain
- D) The insurance cannot be claimed as the loss occurred due to a tap of the house

Q26. Read the passage and answer the questions that follow.

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Question: Which of the following is correct about contingent contracts under the contract law?

- A) The failure of a contingent contract is due to the happening of an unanticipated event
- B) A contract will not be contingent where the happening or non-happening of the contingency depends upon the will of the party.
- C) The contract would not be enforceable where the event does not happen in the way contemplated by the contract.
- D) Where a valid contract has arisen but is liable to be defeated on the happening of some subsequent conditions, then it will be a contingent contract.

Q27. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic Tyre Co Ltd v New Garage & Motor Co Ltd*. A manufacturer of tires supplied a quantity of tires to a dealer on the condition that they would not be sold below the list prices and that liquidated damages, not penalty, of £5 would be payable for every tire sold in breach of the agreement. The dealer committed a breach. The question was whether the above sum was intended as a genuine compensation for the loss suffered. In the

case of *Lamdon Trust Ltd v Hurrell*, a car was purchased on hire-purchase terms, the total price payable by instalments being £558. The agreement provided that if the purchaser returned the car or if, on account of his default the seller retook it, the total sum, including the instalments already paid, of £ 425 must be paid. The purchaser paid up to £ 302 and then defaulted. The seller retook and resold it for £270, thus receiving a total sum of £572, which was more than the contract price. Even so, he brought an action to recover £ 122, being the difference between £425 and the installments paid. But his claim failed. The court rejected the sum as being a penalty and not a genuine pre-estimate of the probable damage. In arriving at this conclusion Denning LJ took into account these circumstances: The £425 is three-quarters of the total price. It is inserted by the hire-purchase companies by rule of thumb without regard to the make of car, its age, the market conditions or anything of the kind. It is the same for all.

There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: Identify the correct option for the following two statements of Assertion (A) and Reasoning (R).

Assertion (A): If the sum fixed by the parties for compensation in case of breach of contract is found to be a penalty, then the whole of it is recoverable.

Reasoning (R): Such a stipulation reflects good business sense and is advantageous to both parties.

- A) Both (A) and (R) are correct, and (R) is the correct explanation of (A)
- B) Both (A) and (R) are correct, but (R) is not the correct explanation of (A)
- C) (A) is correct, but (R) is incorrect
- D) (A) is incorrect, but (R) is correct

Q28. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic Tyre Co Ltd v New Garage & Motor Co Ltd*. A manufacturer of tires supplied a quantity

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There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: Which of the following has been considered by the courts in order to interpret whether compensation is liquidated damages or a penalty?

- A) The essence of a penalty is a genuine covenant of pre-estimate of damage
- B) The essence of liquidated damages is a payment of money stipulated by the offending party
- C) The question to decide whether a sum is a penalty or liquidated damages is a question of construction
- D) Both (a) and (b)

Q29. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic*

Tyre Co Ltd v New Garage & Motor Co Ltd. A manufacturer of tires supplied a quantity of tires to a dealer on the condition that they would not be sold below the list prices and that liquidated damages, not penalty, of £5 would be payable for every tire sold in breach of the agreement. The dealer committed a breach. The question was whether the above sum was intended as a genuine compensation for the loss suffered. In the case of **Lamdon Trust Ltd v Hurrell**, a car was purchased on hire-purchase terms, the total price payable by instalments being £558. The agreement provided that if the purchaser returned the car or if, on account of his default the seller retook it, the total sum, including the instalments already paid, of £ 425 must be paid. The purchaser paid up to £ 302 and then defaulted. The seller retook and resold it for £270, thus receiving a total sum of £572, which was more than the contract price. Even so, he brought an action to recover £ 122, being the difference between £425 and the installments paid. But his claim failed. The court rejected the sum as being a penalty and not a genuine pre-estimate of the probable damage. In arriving at this conclusion Denning LJ took into account these circumstances: The £425 is three-quarters of the total price. It is inserted by the hire-purchase companies by rule of thumb without regard to the make of car, its age, the market conditions or anything of the kind. It is the same for all.

There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: From the following, identify the instances in which compensation is considered as a penalty and not liquidated damages in a contract.

(1) If the sum stipulated for is conscionable in an amount in comparison with the greatest loss

(2) If the sum stipulated is greater than the sum which ought to have been paid

(3) If the sum is payable in a single lump sum on the occurrence of one or more of several events

A) (1) only

B) (2) & (3) only

C) (1) & (3) only

D) (1), (2) & (3)

Q30. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic Tyre Co Ltd v New Garage & Motor Co Ltd*. A manufacturer of tires supplied a quantity of tires to a dealer on the condition that they would not be sold below the list prices and that liquidated damages, not penalty, of £5 would be payable for every tire sold in breach of the agreement. The dealer committed a breach. The question was whether the above sum was intended as a genuine compensation for the loss suffered. In the case of *Lamdon Trust Ltd v Hurrell*, a car was purchased on hire-purchase terms, the total price payable by instalments being £558. The agreement provided that if the purchaser returned the car or if, on account of his default the seller retook it, the total sum, including the instalments already paid, of £ 425 must be paid. The purchaser paid up to £ 302 and then defaulted. The seller retook and resold it for £270, thus receiving a total sum of £572, which was more than the contract price. Even so, he brought an action to recover £ 122, being the difference between £425 and the installments paid. But his claim failed. The court rejected the sum as being a penalty and not a genuine pre-estimate of the probable damage. In arriving at this conclusion Denning LJ took into account these circumstances: The £425 is three-quarters of the total price. It is inserted by the hire-purchase companies by rule of thumb without regard to the make of car, its age, the market conditions or anything of the kind. It is the same for all.

There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: A contract for the delivery and erection of certain machinery provided that the contractor would have to pay Rs. 20 as a penalty for each day of default. The contractor delayed the completion of the work by thirty weeks. According to the contract, his liability was Rs. 600, but the purchasers claimed Rs. 5850 as the actual loss suffered by them by reason of the delay.

As a court of competent jurisdiction, what among the following would be the observation in the above-mentioned case?

- A) Amount claimed by the purchasers is considered as a penalty
- B) Amount claimed by the purchasers has liquidated damages and are pre-estimate of actual loss

- C) The purchasers cannot be permitted to claim an amount of Rs. 5850 as compensation, even though actual damage would be more than Rs. 20 for each day.
- D) Both (a) and (c)

Q31. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic Tyre Co Ltd v New Garage & Motor Co Ltd*. A manufacturer of tires supplied a quantity of tires to a dealer on the condition that they would not be sold below the list prices and that liquidated damages, not penalty, of £5 would be payable for every tire sold in breach of the agreement. The dealer committed a breach. The question was whether the above sum was intended as a genuine compensation for the loss suffered. In the case of *Lamdon Trust Ltd v Hurrell*, a car was purchased on hire-purchase terms, the total price payable by instalments being £558. The agreement provided that if the purchaser returned the car or if, on account of his default the seller retook it, the total sum, including the instalments already paid, of £ 425 must be paid. The purchaser paid up to £ 302 and then defaulted. The seller retook and resold it for £270, thus receiving a total sum of £572, which was more than the contract price. Even so, he brought an action to recover £ 122, being the difference between £425 and the installments paid. But his claim failed. The court rejected the sum as being a penalty and not a genuine pre-estimate of the probable damage. In arriving at this conclusion Denning LJ took into account these circumstances: The £425 is three-quarters of the total price. It is inserted by the hire-purchase companies by rule of thumb without regard to the make of car, its age, the market conditions or anything of the kind. It is the same for all.

There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: As per the author, which of the following is usually followed by the courts in India while awarding compensation in case of breach of contract?

- A) The Courts have the discretion to order damages beyond the sum mentioned in the contract after ascertaining the damage suffered.

- B) The distinction between liquidated damages and penalty as compensation has to be enumerated by the Courts while awarding compensation.
- C) The Courts does not have the discretion to reduce the amount mentioned in the contract as compensation.
- D) The Courts have the liberty to knock down agreements that are unconscionable and extravagant.

Q32. Read the passage and answer the questions that follow.

Contract of Guarantee is a specific performance contract. It is called specific performance because it is an equitable relief. This is not the usual legal remedy where compensation for damages is adequate. Damages and specific performance are both remedies available upon breach of obligations by a party to the contract; the former is a 'substitutional remedy', and the latter a 'specific remedy'. The law prescribes that in an event where the actual damage for not performing the contract cannot be measured or monetary compensation is not adequate, one party can ask the court to direct the other party to fulfill the requirements of the contract. Contract of Guarantee is a Specific performance because the remedy is not the damages awarded by the court. The party has to fulfill its obligation under the contract i.e. perform a certain action he promised to do, instead of just paying money for his failure to fulfill obligations under the contract. It is the guarantor who commits to pay in case of default by the person for whom he has guaranteed. The nature of relief is of specific nature since the guarantor has to perform the specific obligation, which he had undertaken under the agreement i.e. pay the assured.

The person who gives the guarantee is called the "Surety"; the person in respect of whose default the guarantee is given is called the "Principal Debtor", and the person to whom the guarantee is given is called the "Creditor". A guarantee may be either oral or written. The purpose of the contract of guarantee is that it enables a person to get a loan or goods on credit or employment. Some person comes forward and ensures the lender or the supplier or the employer that he may be trusted and in case of any untoward incident, "I undertake to be responsible". The person who gives the guarantee is called the Surety, the person in respect of whose default the guarantee is given is called the Principal Debtor and the person to whom the guarantee is given is called the Creditor. There must be a conditional promise to be liable for the default of the principal debtor. A liability that is incurred independently of default is not within the definition of a guarantee.

Question: Mr. A guarantees Mr. B for making purchases from Mr. C to an extent of Rs. 10,000/-. After one month, Mr. A revokes his guarantee by giving notice to Mr.

C about his revocation. Determine the liability of Mr. A as a surety in the above-mentioned transaction.

- A) Mr. A has no liability of being a surety as he has revoked his guarantee and also gave prior notice of the same to Mr. C.
- B) Mr. A is liable as a surety till the point he revoked his guarantee.
- C) Mr. A has full liability as a surety as he promised to provide a guarantee to all the liabilities of Mr. B at the time of entering into the contract of guarantee.
- D) Mr. A has full liability as revocation by the surety is invalid in the contract of guarantee for a particular transaction.

Q33. Read the passage and answer the question that follow.

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debtor. A liability that is incurred independently of default is not within the definition of a guarantee.

Question: Which of the following is not true for the liability of a surety in a contract of guarantee under the law of contracts?

- A) A continuing guarantee for all future transactions is terminated on the death of the surety.
- B) The surety is discharged when the original contract is altered, with or without his consent.
- C) The liability of the surety is terminated if there is any contract between the principal debtor and the creditor which releases the principal debtor.
- D) Where there is an arrangement between the principal debtor and the creditor, where the creditor undertakes not to sue the principal debtor absolves the liability of the surety.

Hence option 2 is correct.

Q34. Read the passage and answer the question that follow.

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Question: Which of the following rights is available to the surety when he fulfills his obligation as a surety and takes the place of the creditor under the law of contracts?

- A) Right of Indemnity
- B) Right of Subrogation
- C) Right of Contribution
- D) Right of Set off

Q35. Read the passage and answer the questions that follow.

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Question: A surety can be discharged of his liability if there is any composition between the creditor and the principal debtor. By which of the following options can the composition between the principal debtor and the creditor be made under the law of contracts?

- A) Where the creditor has agreed to give some time to pay off the debt by keeping surety into consideration.
- B) Where the creditor enters into an agreement to give time with a third party.
- C) Where the creditor agrees not to sue the principal debtor in the event of default
- D) Where there is forbearance not to sue by the creditor and the surety assents to such an agreement.

Q36. Read the given passage and answer the following questions

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

If the event that is alleged to have prevented performance under the contract, such as an epidemic, is specifically mentioned in the force majeure clause and the event occurs, then the affected parties may be relieved from performance.

Even if such an event is not specifically mentioned in the force majeure clause, many force majeure clauses contain a catch-all phrase that is in addition to the specifically mentioned events. A catch-all phrase would have similar language to including, but not limited to or any cause/ event outside the reasonable control of the parties. Although such catch-all language is construed ejusdem generis, depending on the width of the language of the catch-all phrase, it could be argued that an epidemic/ pandemic like Covid-19 falls within the ambit of the force majeure clause. Even otherwise (i.e. even in the absence of such catch-all language), if 'Vis Major'/ 'Act of God' has been specifically

included as a force majeure event, it can be contended that an epidemic like Covid-19 is an 'Act of God'. The Indian Contract Act, of 1872 contains two provisions that are relevant to Force Majeure and Act of God. Section 32 of the Act deals with contingent contracts and inter alia provides that if a contract is based on the happening of a future event and such event becomes impossible, the contract becomes void. Section 56 of the Act deals with the frustration of a contract and provides that a contract becomes void inter alia if it becomes impossible, by reason of an event that a promisor could not prevent after the contract is made.

In a line of decisions starting from *Satyabrata Ghosh v. Mugneeram Bangur* to *Energy Watchdog v. CERC*, the Supreme Court has held that when a force majeure event is relatable to a clause (express or implied) in a contract, it is governed by Section 32 of the Act whereas if a force majeure event occurs dehors the contract, Section 56 of the Act applies.

Question: All acts of God are force majeure but all force majeure are not acts of God. The following statement is

- A) Incorrect, as all force majeure is covered under the term acts of god
- B) Correct, Force majeure is a wider term
- C) Incorrect, they both overlap in certain cases but cannot be said that all acts of god are force majeure
- D) Cannot be verified as the law is not settled on this point yet

Q37. Read the given passage and answer the following questions

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

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Question: After reading the passage carefully, what do you understand by the catch-all phrase?

- A) A catch-all phrase means a force majeure clause
- B) A catch-all phrase is where the parties have the choice to catch what all clauses to be added
- C) A catch-all phrase means if something is left but is of the same category then it is also presumed to be part of a force majeure phrase
- D) All of the above

Q38. Read the given passage and answer the following questions

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

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Question: Karman hired musicians for his marriage party but the banquet hall where the function was supposed to happen caught fire one day before the marriage. Whether in such a situation contract is deemed to be discharged?

- A) The contract is deemed to performed and hence validly discharged
- B) The contract is dependent upon personal skill and such contracts are governed by the principle of privities
- C) The contract is frustrated by a supervening event and hence deemed to be discharged
- D) Contract is invalid

Q39. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a

view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

Acceptance is an expression by the offeree of his willingness to be bound by the terms of the offer. This results in the establishment of legal relations between the offeror and offeree. Section 2(b) of the Indian Contract Act defines the term 'acceptance' as when the person to whom the proposal is made signs his assent thereto, the proposal is said to be accepted. A proposal when accepted becomes a promise. An offer can be accepted only by the person or persons to whom it is made. An offer made to a particular person (specific offer) can be accepted only by him and none else. You know that an offer may be either express or implied. Similarly, the acceptance may also be either expressed or implied. When the acceptance is given by words spoken or written, it is called an 'express acceptance'. For example, A offers to sell his book to B for Rs. 20. B may accept this offer by stating so orally or by writing a letter to A. Acceptance may also be implied by conduct. For example, A offers a reward of Rs. 100 to anyone who traces his lost dog. B, who was aware of this offer, finds the dog, he is entitled to the reward as he accepted the offer by doing the required act.

Question: Company ABC, which runs a bus service stops at a nearby bus stop without expressly offering the passengers to board the bus, then:

- A) Company ABC has made an implied offer to passengers standing at the bus stop
- B) Company ABC has made an express offer to passengers standing at the bus stop
- C) The passengers standing at the bus stop would have to make an offer to the Company
- D) The Company or the passengers cannot make an offer in this situation

Q40. Read the given passage and answer the following questions

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

If the event that is alleged to have prevented performance under the contract, such as an epidemic, is specifically mentioned in the force majeure clause and the event occurs, then the affected parties may be relieved from performance.

Even if such an event is not specifically mentioned in the force majeure clause, many force majeure clauses contain a catch-all phrase that is in addition to the specifically mentioned events. A catch-all phrase would have similar language to including, but not limited to or any cause/ event outside the reasonable control of the parties. Although such catch-all language is construed ejusdem generis, depending on the width of the language of the catch-all phrase, it could be argued that an epidemic/ pandemic like Covid-19 falls within the ambit of the force majeure clause. Even otherwise (i.e. even in the absence of such catch-all language), if 'Vis Major'/ 'Act of God' has been specifically included as a force majeure event, it can be contended that an epidemic like Covid-19 is an 'Act of God'. The Indian Contract Act, of 1872 contains two provisions that are relevant to Force Majeure and Act of God. Section 32 of the Act deals with contingent contracts and inter alia provides that if a contract is based on the happening of a future event and such event becomes impossible, the contract becomes void. Section 56 of the Act deals with the frustration of a contract and provides that a contract becomes void inter alia if it becomes impossible, by reason of an event that a promisor could not prevent after the contract is made.

In a line of decisions starting from *Satyabrata Ghosh v. Mugneeram Bangur* to *Energy Watchdog v. CERC*, the Supreme Court has held that when a force majeure event is relatable to a clause (express or implied) in a contract, it is governed by Section 32 of the Act whereas if a force majeure event occurs dehors the contract, Section 56 of the Act applies.

Question: X hired a crane to watch Arijit Singh's live concert from outside the ground as all the tickets were sold out. Later due to bad weather conditions the concert was postponed. This is an example of

- A) Contingency of Contract
- B) Act of God
- C) Frustration of Contract
- D) None of the above

Q41. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

Acceptance is an expression by the offeree of his willingness to be bound by the terms of the offer. This results in the establishment of legal relations between the offeror and offeree. Section 2(b) of the Indian Contract Act defines the term 'acceptance' as when the person to whom the proposal is made signs his assent thereto, the proposal is said to be accepted. A proposal when accepted becomes a promise. An offer can be accepted only by the person or persons to whom it is made. An offer made to a particular person (specific offer) can be accepted only by him and none else. You know that an offer may be either express or implied. Similarly, the acceptance may also be either expressed or implied. When the acceptance is given by words spoken or written, it is called an 'express acceptance'. For example, A offers to sell his book to B for Rs. 20. B may accept this offer by stating so orally or by writing a letter to A. Acceptance may also be implied by conduct. For example, A offers a reward of Rs. 100 to anyone who traces his lost dog. B, who was aware of this offer, finds the dog, he is entitled to the reward as he accepted the offer by doing the required act.

Question: Rajat makes an offer to Rohit, to sell his car at Rs. 10 Lakhs, however, Rohit replies that he is willing to buy the car at Rs. 7 Lakhs, then:

- A) The existing offer of Rajat would still be applicable
- B) The existing offer of Rajat would lapse
- C) Rajat would be bound to accept the offer of Rs. 7 lakhs as he had already made an offer
- D) Rohit would be entitled to claim damages from Rohit for breach of Contract

Q42. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a

view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

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Question: Aman Runs a shop in Delhi that sells antique showpieces, then act of displaying showpieces on the Display Board would be:

- A) Considered as an implied offer
- B) Would be considered as an invitation to offer
- C) Would be Considered as an express offer
- D) Would be considered as Acceptance to the offer made by the customers

Q43. Read the given passage and answer the following question

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

If the event that is alleged to have prevented performance under the contract, such as an epidemic, is specifically mentioned in the force majeure clause and the event occurs, then the affected parties may be relieved from performance.

Even if such an event is not specifically mentioned in the force majeure clause, many force majeure clauses contain a catch-all phrase that is in addition to the specifically mentioned events. A catch-all phrase would have similar language to including, but not limited to or any cause/ event outside the reasonable control of the parties. Although such catch-all language is construed ejusdem generis, depending on the width of the language of the catch-all phrase, it could be argued that an epidemic/ pandemic like Covid-19 falls within the ambit of the force majeure clause. Even otherwise (i.e. even in the absence of such catch-all language), if 'Vis Major'/ 'Act of God' has been specifically included as a force majeure event, it can be contended that an epidemic like Covid-19 is an 'Act of God'. The Indian Contract Act, of 1872 contains two provisions that are relevant to Force Majeure and Act of God. Section 32 of the Act deals with contingent contracts and inter alia provides that if a contract is based on the happening of a future event and such event becomes impossible, the contract becomes void. Section 56 of the Act deals with the frustration of a contract and provides that a contract becomes void inter alia if it becomes impossible, by reason of an event that a promisor could not prevent after the contract is made.

In a line of decisions starting from *Satyabrata Ghosh v. Mugneeram Bangur* to *Energy Watchdog v. CERC*, the Supreme Court has held that when a force majeure event is relatable to a clause (express or implied) in a contract, it is governed by Section 32 of the Act whereas if a force majeure event occurs dehors the contract, Section 56 of the Act applies.

Question: When a contract is frustrated, it is considered as-

- A) Voidable Contract
- B) Void Contract
- C) Illegal Contract
- D) Invalid Contract

Q44. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know

how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

Acceptance is an expression by the offeree of his willingness to be bound by the terms of the offer. This results in the establishment of legal relations between the offeror and offeree. Section 2(b) of the Indian Contract Act defines the term 'acceptance' as when the person to whom the proposal is made signs his assent thereto, the proposal is said to be accepted. A proposal when accepted becomes a promise. An offer can be accepted only by the person or persons to whom it is made. An offer made to a particular person (specific offer) can be accepted only by him and none else. You know that an offer may be either express or implied. Similarly, the acceptance may also be either expressed or implied. When the acceptance is given by words spoken or written, it is called an 'express acceptance'. For example, A offers to sell his book to B for Rs. 20. B may accept this offer by stating so orally or by writing a letter to A. Acceptance may also be implied by conduct. For example, A offers a reward of Rs. 100 to anyone who traces his lost dog. B, who was aware of this offer, finds the dog, he is entitled to the reward as he accepted the offer by doing the required act.

Question: Which of the following cannot be considered as a general offer?

- A) A makes a public advertisement to sell his car
- B) ABC Company distributes pamphlets for hiring employees
- C) A writes a letter to B making an offer to sell his car
- D) Company ABC displays a commercial on TV to sell their product

Q45. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

Acceptance is an expression by the offeree of his willingness to be bound by the terms of the offer. This results in the establishment of legal relations between the offeror and offeree. Section 2(b) of the Indian Contract Act defines the term 'acceptance' as when

the person to whom the proposal is made signs his assent thereto, the proposal is said to be accepted. A proposal when accepted becomes a promise. An offer can be accepted only by the person or persons to whom it is made. An offer made to a particular person (specific offer) can be accepted only by him and none else. You know that an offer may be either express or implied. Similarly, the acceptance may also be either expressed or implied. When the acceptance is given by words spoken or written, it is called an 'express acceptance'. For example, A offers to sell his book to B for Rs. 20. B may accept this offer by stating so orally or by writing a letter to A. Acceptance may also be implied by conduct. For example, A offers a reward of Rs. 100 to anyone who traces his lost dog. B, who was aware of this offer, finds the dog, he is entitled to the reward as he accepted the offer by doing the required act.

Question: A invites B to his Birthday party, and B accepts it, however, B does not attend the party, and subsequently, B sues for breach of contract, then:

- A) A would be entitled to receive damages from B as he had made a valid offer
- B) A would not be entitled to receive damages as he did not make a valid offer
- C) A would be entitled to receive damages only if he has suffered actual loss
- D) B would be liable to officially revoke the offer

Q46. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws out further clarification of this concept by stating that if one party has failed to carry out or deterred itself from executing its commitment in its entirety, the other party may terminate the contract unless that other party has explicitly or impliedly consented to the continuation of the contract. The ramification of breach or repudiation of the contract is elucidated under sections 73- 75 of the Indian Contract Act. Generally, the breach of contract is broadly classified under 4 categories: Minor breach, Material breach, Actual breach and Anticipatory breach of contract. This article will scrutinise and uncoil the concepts and consequences of actual and anticipatory breach of contract. Anticipatory breach of contract is the failure of either of the parties to conduct their part of the contract prior to the actual due date of the performance of the contract. In simple essence, an anticipatory breach of the contract refers to the lack or absence of intention of either of the parties to fulfill his obligations under the terms of the contract.

In the case of Food Corporation vs J.P Kesharwani, it was held by the Supreme Court that if one party made unilateral changes without intimation of the other side and then terminated the contract, this amounted to a breach (repudiation). It may also be clearly argued that any type of contract can be deemed to be breached if the party is reluctant or refuses to comply with their respective promises of the contract regardless of when the performance is scheduled to occur. Such unconditional denial or refusal is known as a repudiation to enter into a contract. Furthermore, the court observed, with regard to Jhawaharlal Wadhwa and Anr. v. HaripadaChakraborty, that “it is settled law that where a party to a contract commits anticipated violation of the contract, the other party of the contract can treat the violation as an end and claim for damages but, in that case, cannot demand specific performance.”

Question: Which of the following elements constitute an anticipatory breach of contract under the provisions of the ICA, 1872?

- A) The non-breaching party may suspend its performance when an expression of doubts indicates a prospective failure to fulfill the contract.
- B) The defaulting party denies the other party along with some conditions
- C) Where there are involuntary actions of the defaulting party which prevent him from fulfilling the contractual obligations.
- D) Only (c)

Q47. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws out further clarification of this concept by stating that if one party has failed to carry out or deterred itself from executing its commitment in its entirety, the other party may terminate the contract unless that other party has explicitly or impliedly consented to the continuation of the contract. The ramification of breach or repudiation of the contract is elucidated under sections 73- 75 of the Indian Contract Act. Generally, the breach of contract is broadly classified under 4 categories: Minor breach, Material breach, Actual breach and Anticipatory breach of contract. This article will scrutinise and uncoil the concepts and consequences of actual and anticipatory breach of contract. Anticipatory breach of contract is the failure of either of the parties to conduct their part of the contract prior to the actual due date of the performance of the contract. In simple

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Question: Which of the following factors are considered necessary for the determination of an anticipatory breach of contract?

- A) Where the refusal of the fulfillment of the contractual obligations is equivocal.
- B) Where the performance of the contractual obligation is not central to the contract and the party has expressly refused his performance.
- C) Where the repudiation of the contract is conditional on the occurrence of certain events.
- D) Where there has been sufficient refusal to fulfill the contractual obligation.

Q48. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws out further clarification of this concept by stating that if one party has failed to carry out or deterred itself from executing its commitment in its entirety, the other party may terminate the contract unless that other party has explicitly or impliedly consented to the continuation of the contract. The ramification of breach or repudiation of the contract is elucidated under sections 73- 75 of the Indian Contract Act. Generally, the breach of contract is broadly classified under 4 categories: Minor breach, Material breach, Actual breach and Anticipatory breach of contract. This article will scrutinise and uncoil the concepts and consequences of actual and anticipatory breach of contract. Anticipatory

breach of contract is the failure of either of the parties to conduct their part of the contract prior to the actual due date of the performance of the contract. In simple essence, an anticipatory breach of the contract refers to the lack or absence of intention of either of the parties to fulfill his obligations under the terms of the contract.

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Question: From the following, identify the plausible remedies that are available to the aggrieved party in the event of an anticipatory breach of contract.

- (1) When the contract's subject matter is the principal source of contention, then a particular performance of the contract would be imposed.
- (2) Repayment of money or property to the aggrieved party that was earlier paid to the erring party.
- (3) Monetary damages for the whole of the loss incurred by the aggrieved party due to the anticipatory breach of contract.

- A) (3) only
- B) (1), (2), and (3)
- C) (1) and (2) only
- D) (1) and (3) only

Q49. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws

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Question: Identify the correct option for the following two statements of Assertion (A) and Reasoning (R).

Assertion (A): In the event of a breach of contract, the defaulting party may express their willingness to proceed in the performance of the contract.

Reasoning (R): The decision of permitting the defaulting party to execute the contract would depend on the fact, whether time was the crux of the contract.

- A) Both (A) and (R) are correct; and (R) is the correct explanation of (A)
- B) Both (A) and (R) are correct; but (R) is not the correct explanation of (A)
- C) (A) is correct, but (R) is incorrect
- D) (A) is incorrect, but (R) is correct

Q50. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws out further clarification of this concept by stating that if one party has failed to carry out or deterred itself from executing its commitment in its entirety, the other party may terminate the contract unless that other party has explicitly or impliedly consented to the continuation of the contract. The ramification of breach or repudiation of the contract is elucidated under sections 73- 75 of the Indian Contract Act. Generally, the breach of contract is broadly classified under 4 categories: Minor breach, Material breach, Actual breach and Anticipatory breach of contract. This article will scrutinise and uncoil the concepts and consequences of actual and anticipatory breach of contract. Anticipatory breach of contract is the failure of either of the parties to conduct their part of the contract prior to the actual due date of the performance of the contract. In simple essence, an anticipatory breach of the contract refers to the lack or absence of intention of either of the parties to fulfill his obligations under the terms of the contract.

In the case of Food Corporation vs J.P Kesharwani, it was held by the Supreme Court that if one party made unilateral changes without intimation of the other side and then terminated the contract, this amounted to a breach (repudiation). It may also be clearly argued that any type of contract can be deemed to be breached if the party is reluctant or refuses to comply with their respective promises of the contract regardless of when the performance is scheduled to occur. Such unconditional denial or refusal is known as a repudiation to enter into a contract. Furthermore, the court observed, with regard to Jhawaharlal Wadhwa and Anr. v. HaripadaChakraborty, that “it is settled law that where a party to a contract commits anticipated violation of the contract, the other party of the contract can treat the violation as an end and claim for damages but, in that case, cannot demand specific performance.”

Question: From the following features, identify the remedy available to the aggrieved party in the event of an actual breach of contract under the law of contracts.

(1) Where a contract was partially executed by one party and the same has been terminated by a breach of contract by the other party.

(2) This right is founded on an implied promise by the other party.

A) Suit for Quid Pro Quo

B) Suit for Injunction

C) Suit for Specific Performance

D) Suit for Quantum Meruit

Q51. Read the passage and answer the question that follow.

Breach of contract is nothing but a failure to live up to the terms of a contract. In essence, a breach may be actual or anticipatory. An actual breach is one in which there is actual non-performance of the contractual obligations. Section 39 of the Indian Contract Act, 1872 has laid out anticipatory as one where a party has refused to perform or disabled himself from performing the contractual obligations, i.e., repudiation.

Straight off the bat, there lie three challenges in front of the parties. First is the challenge for the aggrieved party to prove that there has been a legal breach of contract and for the other party to prove otherwise. Section 39 of the Act states that anticipatory breach does not stand if the aggrieved party has signified acquiescence, i.e., acceptance, of the continuance of such contract even with the repudiation. Hence the second challenge becomes one for the other party, to prove that there had been such acquiescence. The third challenge is one for the aggrieved party. They need to prove that there has been a repudiation. Every deviation or departure from the terms of the contract would not be a repudiation. A repudiation would need an intentional denial to fulfill contractual obligations.

Essentially there are three kinds of remedies for breach of contract, namely, Damages, Specific Performance and Injunction. The availability of all of these remedies is subjective; however. In the case of anticipatory breach, such remedies are only available once the repudiation has been accepted and treated as an immediate breach of contract. Herein lies quite a challenge for the parties as to the incidence of breach of contract. In cases of a continuous breach where there are repeated breaches or acts of repudiation, it becomes quite a challenge to point out the incident from which damages shall be computed.

Section 73 of the Act provides for compensation in terms of damages arising due to a breach of contract. As per this section, compensation would be awarded only for the loss in the regular course of business or such loss which the parties knew would likely occur because of such breach. Here the challenge lies in proving actual loss or damage suffered as only such loss can be recovered and remote or indirect loss or damages are specifically excluded from the purview of this section. Further, Section 74 of the Act provides for liquidated damages. Where the contract specifically states the sum to be paid in case of a breach, or provides for a stipulation by the way of a penalty then the aggrieved party is entitled to reasonable compensation not exceeding the amount or,

the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: Which of the following statements is correct as per the provisions of the Indian Contract Act, 1872?

- A) An aggrieved party can only claim only the direct damages which arise due to the breach of contract
- B) An aggrieved party can claim directly as well as remote damages that arise due to the breach of contract
- C) An aggrieved party cannot claim damages for breach of contract
- D) An aggrieved party can only file a criminal complaint about breach of contract

Q52. Read the given passage and answer the following question

In Mercantile law, the term 'consideration' is used in the sense of quid pro quo which in turn means 'something in return'. This 'something' may be some benefit, right, interest, or profit that may accrue to one party or it may be some forbearance, detriment, loss, or responsibility upon the other party. This explanation of consideration was given in a very popular English case of Currie v. Misa. Another simple and good description of 'consideration' is available in Sir Pollock's definition. In his book 'Pollock on Contracts', he says, Consideration is the price for which the promise of the other is bought, and the promise thus given for value is enforceable .

Section 2(d) of the Indian Contract Act defines consideration as when at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing something, such act or abstinence or promise is called a consideration for the promise. Consideration must move at the desire of the promisor; To make a contract binding and enforceable, it is not sufficient that there is a consideration but also that consideration has been supplied at the desire of the promisor. Thus, where an act is done at the desire of a third party and not the promisor, that act cannot constitute valid consideration.

Question: Ashish verbally promised the Secretary of the City Health Club to subscribe to Rs.50,000 for the rebuilding of the maternity ward of City Civil Hospital. Later, he declined to pay the said amount. Decide.

- A) Ashish committed a breach of contract, hence he must pay compensation

B) Ashish will be mandatorily made to pay the promised amount by way of Specific Relief of Act

C) Ashish is not bound by his promise

D) Only (b)

Q53. Read the passage and answer the question that follow.

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Straight off the bat, there lie three challenges in front of the parties. First is the challenge for the aggrieved party to prove that there has been a legal breach of contract and for the other party to prove otherwise. Section 39 of the Act states that anticipatory breach does not stand if the aggrieved party has signified acquiescence, i.e., acceptance, of the continuance of such contract even with the repudiation. Hence the second challenge becomes one for the other party, to prove that there had been such acquiescence. The third challenge is one for the aggrieved party. They need to prove that there has been a repudiation. Every deviation or departure from the terms of the contract would not be a repudiation. A repudiation would need an intentional denial to fulfill contractual obligations.

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Section 73 of the Act provides for compensation in terms of damages arising due to a breach of contract. As per this section, compensation would be awarded only for the loss in the regular course of business or such loss which the parties knew would likely occur because of such breach. Here the challenge lies in proving actual loss or damage suffered as only such loss can be recovered and remote or indirect loss or damages are specifically excluded from the purview of this section. Further, Section 74 of the Act provides for liquidated damages. Where the contract specifically states the sum to be

paid in case of a breach, or provides for a stipulation by the way of a penalty then the aggrieved party is entitled to reasonable compensation not exceeding the amount or, the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: A books a car from a car dealership, and makes the advance payment for it also, however later on the car dealership refuses to deliver the car to him, and A files a suit for specific performance of the Contract. Decide the liability of the car dealership.

- A) The car dealership would be obligated to perform the contract
- B) The car dealership would only be liable to pay damages for the loss incurred to A
- C) The car dealership would have to perform Contract as well as pay damages to A
- D) A would not be entitled to any remedy or relief

Q54. Read the given passage and answer the following question

In Mercantile law, the term 'consideration' is used in the sense of quid pro quo which in turn means 'something in return'. This 'something' may be some benefit, right, interest, or profit that may accrue to one party or it may be some forbearance, detriment, loss, or responsibility upon the other party. This explanation of consideration was given in a very popular English case of Currie v. Misa. Another simple and good description of 'consideration' is available in Sir Pollock's definition. In his book 'Pollock on Contracts', he says, Consideration is the price for which the promise of the other is bought, and the promise thus given for value is enforceable .

Section 2(d) of the Indian Contract Act defines consideration as when at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing something, such act or abstinence or promise is called a consideration for the promise. Consideration must move at the desire of the promisor; To make a contract binding and enforceable, it is not sufficient that there is a consideration but also that consideration has been supplied at the desire of the promisor. Thus, where an act is done at the desire of a third party and not the promisor, that act cannot constitute valid consideration.

Question: Rohit had agreed to subscribe Rs. 10,000 towards the construction of a community hall in the city. On the faith of the promise, the Manager called for plans and entrusted the work to contractors and undertook liability to pay them. Later Rohit refused to pay. Decide

- A) Rohit committed a breach of social obligation only, he cannot be forced to pay any compensation
- B) Rohit will be mandatorily made to pay the promised amount by way of Specific Relief of Act
- C) Rohit is not bound by his promise and must pay the promised amount
- D) Rohit is bound to pay the promised amount as the manager delegated the work further on the basis of his promise

Q55. Read the given passage and answer the following question

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Question: Dikshit constructed a shopping complex at the instance of the Mayor of the city. The occupants of the shops in the said shopping complex promised to pay Dikshit a fixed amount of commission on articles sold through their shops. The Shop owners later refused to pay any amount to Dikshit, he filed a suit against the shop owners for breach of contract. Decide

- A) The Mayor of the city must pay Dikshit from his own pocket
- B) The Mayor of the city must pay Dikshit from the government funds
- C) Shop owners must pay Dikshit

D) Nobody is under obligation to pay any money to Dikshit

Q56. Read the passage and answer the question that follow.

Breach of contract is nothing but a failure to live up to the terms of a contract. In essence, a breach may be actual or anticipatory. An actual breach is one in which there is actual non-performance of the contractual obligations. Section 39 of the Indian Contract Act, 1872 has laid out anticipatory as one where a party has refused to perform or disabled himself from performing the contractual obligations, i.e., repudiation.

Straight off the bat, there lie three challenges in front of the parties. First is the challenge for the aggrieved party to prove that there has been a legal breach of contract and for the other party to prove otherwise. Section 39 of the Act states that anticipatory breach does not stand if the aggrieved party has signified acquiescence, i.e., acceptance, of the continuance of such contract even with the repudiation. Hence the second challenge becomes one for the other party, to prove that there had been such acquiescence. The third challenge is one for the aggrieved party. They need to prove that there has been a repudiation. Every deviation or departure from the terms of the contract would not be a repudiation. A repudiation would need an intentional denial to fulfill contractual obligations.

Essentially there are three kinds of remedies for breach of contract, namely, Damages, Specific Performance and Injunction. The availability of all of these remedies is subjective; however. In the case of anticipatory breach, such remedies are only available once the repudiation has been accepted and treated as an immediate breach of contract. Herein lies quite a challenge for the parties as to the incidence of breach of contract. In cases of a continuous breach where there are repeated breaches or acts of repudiation, it becomes quite a challenge to point out the incident from which damages shall be computed.

Section 73 of the Act provides for compensation in terms of damages arising due to a breach of contract. As per this section, compensation would be awarded only for the loss in the regular course of business or such loss which the parties knew would likely occur because of such breach. Here the challenge lies in proving actual loss or damage suffered as only such loss can be recovered and remote or indirect loss or damages are specifically excluded from the purview of this section. Further, Section 74 of the Act provides for liquidated damages. Where the contract specifically states the sum to be paid in case of a breach, or provides for a stipulation by the way of a penalty then the aggrieved party is entitled to reasonable compensation not exceeding the amount or, the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: Raju asks a cab company to take him to Delhi on 12.01.2022, however, the company refuses to take him to Delhi on that particular day, and Raju rents a private plane to Delhi and books a 5-star hotel for his stay in Delhi, and subsequently sues the company to claim the expenses. Decide the liability of the cab company.

- A) The Cab Company would be liable to pay all the expenses incurred by Raju
- B) The Cab Company would only be liable to pay reasonable expenses in line with the fare of the cab company
- C) The Cab Company would only be liable to pay the travel expenses incurred due to the private plane
- D) The Cab Company would not be liable to pay any expenses to Raju

Q57. Read the given passage and answer the following question

In Mercantile law, the term 'consideration' is used in the sense of quid pro quo which in turn means 'something in return'. This 'something' may be some benefit, right, interest, or profit that may accrue to one party or it may be some forbearance, detriment, loss, or responsibility upon the other party. This explanation of consideration was given in a very popular English case of Currie v. Misa. Another simple and good description of 'consideration' is available in Sir Pollock's definition. In his book 'Pollock on Contracts', he says, Consideration is the price for which the promise of the other is bought, and the promise thus given for value is enforceable .

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Question: X, a minor, was given the benefit of certain services by the plaintiff. The plaintiff rendered those services, not voluntarily but at the desire of X. These services were continued even after the majority at the request of X who subsequently promised to pay an annuity to the plaintiff.

- A) A transaction is a valid contract involving past consideration

- B) The transaction is known as an executory contract
- C) The transaction is known as a contingent contract
- D) The transaction is known as a contract of indemnity

Q58. Read the given passage and answer the following question

In Mercantile law, the term 'consideration' is used in the sense of quid pro quo which in turn means 'something in return'. This 'something' may be some benefit, right, interest, or profit that may accrue to one party or it may be some forbearance, detriment, loss, or responsibility upon the other party. This explanation of consideration was given in a very popular English case of Currie v. Misa. Another simple and good description of 'consideration' is available in Sir Pollock's definition. In his book 'Pollock on Contracts', he says, Consideration is the price for which the promise of the other is bought, and the promise thus given for value is enforceable .

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Question: Sikander promises to pay an existing debt punctually if Bakhtawar, the creditor, gives him, some discount. The discount is-

- A) Valid consideration
- B) Not valid consideration
- C) Valid but inadequate consideration
- D) (a) and (c)

Q59. Read the passage and answer the question that follow.

Breach of contract is nothing but a failure to live up to the terms of a contract. In essence, a breach may be actual or anticipatory. An actual breach is one in which there is actual non-performance of the contractual obligations. Section 39 of the Indian

Contract Act, 1872 has laid out anticipatory as one where a party has refused to perform or disabled himself from performing the contractual obligations, i.e., repudiation.

Straight off the bat, there lie three challenges in front of the parties. First is the challenge for the aggrieved party to prove that there has been a legal breach of contract and for the other party to prove otherwise. Section 39 of the Act states that anticipatory breach does not stand if the aggrieved party has signified acquiescence, i.e., acceptance, of the continuance of such contract even with the repudiation. Hence the second challenge becomes one for the other party, to prove that there had been such acquiescence. The third challenge is one for the aggrieved party. They need to prove that there has been a repudiation. Every deviation or departure from the terms of the contract would not be a repudiation. A repudiation would need an intentional denial to fulfill contractual obligations.

Essentially there are three kinds of remedies for breach of contract, namely, Damages, Specific Performance and Injunction. The availability of all of these remedies is subjective; however. In the case of anticipatory breach, such remedies are only available once the repudiation has been accepted and treated as an immediate breach of contract. Herein lies quite a challenge for the parties as to the incidence of breach of contract. In cases of a continuous breach where there are repeated breaches or acts of repudiation, it becomes quite a challenge to point out the incident from which damages shall be computed.

Section 73 of the Act provides for compensation in terms of damages arising due to a breach of contract. As per this section, compensation would be awarded only for the loss in the regular course of business or such loss which the parties knew would likely occur because of such breach. Here the challenge lies in proving actual loss or damage suffered as only such loss can be recovered and remote or indirect loss or damages are specifically excluded from the purview of this section. Further, Section 74 of the Act provides for liquidated damages. Where the contract specifically states the sum to be paid in case of a breach, or provides for a stipulation by the way of a penalty then the aggrieved party is entitled to reasonable compensation not exceeding the amount or, the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: Rajat gives his antique watch for repair which was passed over from generation to generation as a family heirloom to Mohit, however later on Mohit refuses to give it back to Rajat and offers him to collect double the value of the watch. Decide the liability in this scenario.

A) Rajat would be obligated to collect the price offered by Mohit

- B) Rajat can claim damages for breach of Contract
- C) Rajat can claim specific performance of the contract
- D) Rajat has no remedy available

Q60. Read the given passage and answer the following question

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aggrieved party is entitled to reasonable compensation not exceeding the amount or, the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: A and B enter into a contract that A would sell his land to B only if he does not construct a building on the land, however, after buying the land B starts constructing the house on the land. Decide the remedies available to A.

- A) A can only claim compensation for breach of Contract
- B) A can claim a share in the house
- C) A can sue B for specific performance
- D) A can get an injunction from the court

Q61. Read the passage and answer the questions that follow.

An Introduction to the controversy related to the Doctrine of Privity: Doctrine of Privity is one of the debated doctrines under the law of contracts, not only in India but around the world. The uncertainty behind the legal position in this regard is not merely because of the lack of clarity in the statutes or dissenting judicial pronouncements but much of it owes to the academic and judicial debates associated with the very basis of this doctrine and its comparative advantages and disadvantages. The controversy and unsettled position with respect to the Doctrine of Privity is not only relevant in day to day commercial contracts but also for high value and complex transactional contracts. In practice, it is not uncommon for the contracting parties to impose obligations on other party's affiliates, relatives and agents with respect to terms like restrictive covenants, non-compete and confidentiality obligations. The credit for the emergence of the doctrine of Privity of Contract is attributed to the common law courts, but now it is applied in many countries like India, England, Canada, Australia and New Zealand with certain statutory and judicial exceptions. This doctrine ensures that a stranger to a contract can neither sue nor be sued by the parties to the contract. However, in course of time, it was realized that the doctrine is too rigid to cope with the social demands, for a contract affects not only the parties to it but society at large as well.

Tweddle v. Atkinson is the case in which the doctrine of privity of contract was finally established by the Court of Queen's Bench in 1861. In this case plaintiff's suit was dismissed by the court. It is to be noted that the court in rejecting plaintiff's claim laid more emphasis on doctrine of privity of consideration than on the doctrine of privity of contract. Nevertheless, the doctrine of privity of contract acquired a definite shape in this case. This doctrine finally got approval by the House of Lords in the leading case of

Dunlop Pneumatic Tyre Co. Ltd v Selfridge & Co. Ltd., in the year 1915. It is to be noted that in some subsequent cases efforts were made to abolish the doctrine. However, the doctrine is not considered absolute by the Courts across the globe.

Question : Which of the following is correct about the concept of privity of contract under the Indian Contract Act?

- A) Consideration must move from the promisee of the contract only.
- B) A third party is usually not allowed to enforce a contract unless the contract is made for his benefit.
- C) Undisclosed principals to a contract cannot sue on a contract
- D) All of the above

Q62. Read the passage and answer the questions that follow.

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Question : Identify the correct option for the following two statements of Assertion (A) and Reasoning (R).

Assertion (A): The relationship between the principal and the third party is a valid exception to the doctrine of privity of contract.

Reasoning (R): Where the contract with the third party is made by a sub-agent, then the principal debtor cannot be sued.

- A) Both (A) and (R) are correct; and (R) is the correct explanation of (A)
- B) Both (A) and (R) are correct; but (R) is not the correct explanation of (A)
- C) (A) is correct, but (R) is incorrect
- D) (A) is incorrect, but (R) is correct

Q63. Read the passage and answer the questions that follow.

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Question : From the following, determine the significant feature of the doctrine of the privity of contract under the Indian Contract Act.

- A) Parties cannot impose their liability of burden upon a third party
- B) A person who is a party to a consideration may not have the right to sue upon the contract
- C) All of the above
- D) None of the above

Q64. Read the passage and answer the questions that follow.

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Question : Identify the correct option for the following two statements of Assertion (A) and Reasoning (R).

Assertion (A): A contractual liability cannot be assigned by the promisor to the third person without the consent of the promisee.

Reasoning (R): Where an impersonal contract exists, the promisor may contract with a third party to perform his promise.

- A) Both (A) and (R) are correct; and (R) is the correct explanation of (A)
- B) Both (A) and (R) are correct; but (R) is not the correct explanation of (A)
- C) (A) is correct, but (R) is incorrect
- D) (A) is incorrect, but (R) is correct

Q65. Read the passage and answer the questions that follow.

Chapter V of the Indian Contract Act avoids the term 'quasi-contract' but deals with the rights and liabilities accruing from relations resembling those created by the contract. The principle of unjust enrichment finds recognition in the Indian Law by this Chapter V. Unjust enrichment has been defined as: "A benefit obtained from another, not intended as a gift and not legally justifiable, for which the beneficiary must make restitution or recompense." A claim for unjust enrichment arises where there has been an "unjust retention of a benefit to the loss of another or the retention of money or property of another against the fundamental principles of justice or equity and good conscience."

It is a general equitable principle that a person should not profit at another's expense and therefore should make restitution for the reasonable value of any property, services, or other benefits that have been unfairly received and retained. The Law Commission of India considered that the provisions made in Sections 68-72 are inadequate. English

law of quasi-contract or restitution is to be made applicable in India in respect of cases that fall outside Chapter V of the Indian Contract Act.

Like contract and tort, there must be a law for the restoration of benefits on grounds of unjust enrichment. There are many circumstances in which a defendant may find himself in possession of a benefit which injustice, he should restore to the plaintiff. Obvious examples are where the plaintiff has himself conferred the benefit on the defendant through mistake or compulsion. To allow the defendant to retain such a benefit would result in his being unjustly enriched at the plaintiff's expense and this, subject to certain defined limits, the law will not allow. Unjust enrichment is simply the name that is commonly given to the principle of justice which the law recognizes and gives effect to in a wide variety of claims of this kind.

Question: The quasi-contracts are not contracts but are given the status of contracts and remedies accordingly. What is incorrect about quasi-contracts?

- A) Quasi-contracts are dealt with under the head of relations arising from transactions that are not contract per se
- B) The basic idea behind the constitution of quasi-contracts is to compensate specific unjust enrichment transactions
- C) The Courts can rely on principles of natural justice if statutory provisions fall short of an adequate remedy
- D) Quasi-contracts must have all the elements of the contracts

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Question: The central idea of the quasi-contracts is based on the principle of which of the following?

- A) Restitution
- B) Seizing benefits
- C) Prohibition of non-contractual transactions
- D) Penalizing the unjust people

Q67. Read the passage and answer the questions that follow.

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of time, it was realized that the doctrine is too rigid to cope with the social demands, for a contract affects not only the parties to it but society at large as well.

Tweddle v. Atkinson is the case in which the doctrine of privity of contract was finally established by the Court of Queen's Bench in 1861. In this case plaintiff's suit was dismissed by the court. It is to be noted that the court in rejecting plaintiff's claim laid more emphasis on doctrine of privity of consideration than on the doctrine of privity of contract. Nevertheless, the doctrine of privity of contract acquired a definite shape in this case. This doctrine finally got approval by the House of Lords in the leading case of Dunlop Pneumatic Tyre Co. Ltd v Selfridge & Co. Ltd., in the year 1915. It is to be noted that in some subsequent cases efforts were made to abolish the doctrine. However, the doctrine is not considered absolute by the Courts across the globe.

Question : Which of the following is/are considered as the justifications for which the doctrine of privity of contract was propounded?

- (1) Enabling the third parties to enforce the contract might terminate the basic purpose for which the contract was formulated.
 - (2) Enforcement of the contracts by third parties would limit the rights of the contracting parties.
 - (3) Imposition of obligations upon a third party, who may not have given his consent to be bound, might be unfair.
- A) (1) & (3) only
- B) (3) only
- C) (2) & (3) only
- D) All of the above

Q68..Read the passage and answer the questions that follow.

Chapter V of the Indian Contract Act avoids the term 'quasi-contract' but deals with the rights and liabilities accruing from relations resembling those created by the contract. The principle of unjust enrichment finds recognition in the Indian Law by this Chapter V. Unjust enrichment has been defined as: "A benefit obtained from another, not intended as a gift and not legally justifiable, for which the beneficiary must make restitution or recompense." A claim for unjust enrichment arises where there has been an "unjust retention of a benefit to the loss of another or the retention of money or property of another against the fundamental principles of justice or equity and good conscience."

It is a general equitable principle that a person should not profit at another's expense and therefore should make restitution for the reasonable value of any property, services, or other benefits that have been unfairly received and retained. The Law Commission of India considered that the provisions made in Sections 68-72 are inadequate. English law of quasi-contract or restitution is to be made applicable in India in respect of cases that fall outside Chapter V of the Indian Contract Act.

Like contract and tort, there must be a law for the restoration of benefits on grounds of unjust enrichment. There are many circumstances in which a defendant may find himself in possession of a benefit which injustice, he should restore to the plaintiff. Obvious examples are where the plaintiff has himself conferred the benefit on the defendant through mistake or compulsion. To allow the defendant to retain such a benefit would result in his being unjustly enriched at the plaintiff's expense and this, subject to certain defined limits, the law will not allow. Unjust enrichment is simply the name that is commonly given to the principle of justice which the law recognizes and gives effect to in a wide variety of claims of this kind.

Question: English equity law can be applied to the quasi-contract cases given under the Indian Contract Act, 1872-

- A) When the provisions of the Indian Contract don't cover the issue that arose
- B) English cases cannot be applied to Indian cases related to contracts
- C) In the cases allowed by the Indian Contract Act, 1872
- D) As per the discretion of the parties to a contract, if they agree that foreign law can be applied to resolve the contractual conflict between them

Q69..Read the passage and answer the questions that follow.

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Question: The principle of unjust enrichment is an outcome of which of the following?

- A) Law of Equity
- B) Law of Torts
- C) Law of House of Lords
- D) The law enacted by Parliamentary Committee

Q70..Read the passage and answer the questions that follow.

Chapter V of the Indian Contract Act avoids the term 'quasi-contract' but deals with the rights and liabilities accruing from relations resembling those created by the contract. The principle of unjust enrichment finds recognition in the Indian Law by this Chapter V. Unjust enrichment has been defined as: "A benefit obtained from another, not intended as a gift and not legally justifiable, for which the beneficiary must make restitution or recompense." A claim for unjust enrichment arises where there has been an "unjust retention of a benefit to the loss of another or the retention of money or property of another against the fundamental principles of justice or equity and good conscience."

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Question: Which of the following can be safely inferred as quasi-contracts?

- A) Express Contracts
- B) Obligatory duty
- C) Implied Contracts
- D) Inchoate acts

Q71. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the act was to be done. An anticipatory breach gives an immediate right of action. It cannot be laid down as universal rule that, where by agreement an act is to be done at a future date, no action can be brought for a breach of the agreement till the day for doing the act has arrived.

The party in default must have refused altogether to perform the contract and the refusal must go to the whole of the contract, otherwise the other party would not be justified in putting an end to the contract. The aggrieved party may, after putting an end to the contract, bring an action for damages for breach, but he will be bound under Section 64 to restore to the other party the benefits he might have received under the contract.

Question : Which of the following consequences would follow when the aggrieved party does not accept the notice of intention of anticipatory breach of repudiating party?

- A) The aggrieved party is absolved from obliging his further performance of his contractual obligation
- B) The aggrieved party is not permitted to perform his duties
- C) The damages are assessed at the time fixed for performance of the contract
- D) The contract remains active for the benefit of the repudiating party

Q72. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the act was to be done. An anticipatory breach gives an immediate right of action. It cannot be laid down as universal rule that, where by agreement an act is to be done at a future date, no action can be brought for a breach of the agreement till the day for doing the act has arrived.

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Question : Which of the following rule amounts to repudiation of a contract in the form of anticipatory breach of contract?

- A) The whole conduct of the repudiating party has to be assessed subjectively
- B) All kinds of repudiation, however remote or minor they be, put an end to a contract
- C) The effect of the breach upon the contract must be considered as a whole
- D) Both (a) and (c)

Q73. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the act was to be done. An anticipatory breach gives an immediate right of action. It cannot be laid down as universal rule that, where by agreement an act is to be done at a future date, no action can be brought for a breach of the agreement till the day for doing the act has arrived.

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justified in putting an end to the contract. The aggrieved party may, after putting an end to the contract, bring an action for damages for breach, but he will be bound under Section 64 to restore to the other party the benefits he might have received under the contract.

Question : Mr. A agreed to purchase from Mr. B 300 tons of sugar under two contracts to be delivered at different dates and times. Mr. A failed to take delivery under the first contract. As a consequent, Mr. B decided to rescind both contracts.

As a Court of competent jurisdiction, decide the enforceability of both the contracts mentioned above.

- A) Both the contracts are repudiated and the same is inferred from the ignorance conduct of the erring party.
- B) Both the contracts are repudiated since the party failed to perform the contractual obligations within the stipulated time.
- C) Both the contracts are not repudiated since there was no refusal altogether to perform the contract by the erring party.
- D) Only one contract is repudiated due to the failure of performance of the contract by the erring party.

Q74. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the

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Question : Where the aggrieved party has ended the contract and brought action for damages for breach, then he has the duty to offer which of the following options to the other party?

- A) Restitution
- B) Novation
- C) Rescission
- D) Remission

Q75. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the act was to be done. An anticipatory breach gives an immediate right of action. It cannot

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The party in default must have refused altogether to perform the contract and the refusal must go to the whole of the contract, otherwise the other party would not be justified in putting an end to the contract. The aggrieved party may, after putting an end to the contract, bring an action for damages for breach, but he will be bound under Section 64 to restore to the other party the benefits he might have received under the contract.

Question : A building contractor had done a little more than half the work for which he received part payment. He informed the owner that he had no money and could not go on with the work. The owner finished the building himself using the building materials which the contractor had left on the ground.

Which of the following claims by the building contractor would be maintainable and thus justified by the competent authority?

- A) Claim for Restitution
- B) Claim for Damages
- C) Claim for Quantum Meruit
- D) None of the above

Q76. Read the following passage and answer the questions.

Communication is the very essence of any agreement which later becomes a contract; it signifies our willingness, be it in terms of an offer or acceptance. Communication also plays a vital role in revocation of an offer or acceptance. Offer is the building block of any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as ``offer.” Here the word “signifies” becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an

offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : (A) X offer to sell his land for Rs. 20 lakhs to Y; Y let X know that he was interested to purchase a land for 15 lakhs only

(B) A was searching for a house for not in excess of 25 lakhs; B informed A that his house was available for 20 lakhs. A agrees for the offer.

(C) K needed to get some old bags; L let K know that he would sell his bags for Rs. 10,000

(D) R advertised to sell his old vehicle at a cost of Rs. 3 lakhs; S saw it and offered to get it for Rs. 2 lakhs 50 thousand; R wanted to sell it for 3 lakhs only.

Which among the above makes a contract?

A) Situations 1 and 2 are contracts

B) Situation 2 only is a contract

C) Situation 3 only is a contract

D) Situations 2 and 4 are contract

Q77. Read the following passage and answer the questions.

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Question : A, a kid of 16 years old, consents to purchase a pencil box from B, who is a young girl of 21 years old.

Pick the right option.

- A) There arises a contract between A and B to sell/purchase the pencil box
- B) There arises an enforceable contract between A and B to sell/purchase the pencil box
- C) There does not arise any contract between A and B to sell/purchase the pencil box
- D) None of the Above

Q78. Read the following passage and answer the questions.

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any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as "offer." Here the word "signifies" becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : A in a letter writes that B offering to fix his rooftop for 10,000. He posted the letter on 2nd July. The letter reaches B on 4th July. When the Communication is said to take place?

- A) 4th July when B received the letter
- B) When A offer to fix rooftop
- C) 2nd July when A post letter
- D) Either A or either B

Q79. Read the following passage and answer the questions.

Communication is the very essence of any agreement which later becomes a contract; it signifies our willingness, be it in terms of an offer or acceptance. Communication also plays a vital role in revocation of an offer or acceptance. Offer is the building block of

any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as "offer." Here the word "signifies" becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : Aman goes on the terrace of raj and cleans it properly by working 3 hours on it without asking raj. He showed up at Raj's house asking Rs. 1,000 for working on his terrace. Will Raj be liable to pay Aman Rs.1,000 to Aman?

- A) No, because there was no communication between Aman and raj regarding any offer
- B) Yes, Raj has to pay Rs. 1,000 for his hard work
- C) Aman comes into contract when he cleans his terrace
- D)None of the above

Q80.Read the following passage and answer the questions.

Communication is the very essence of any agreement which later becomes a contract; it signifies our willingness, be it in terms of an offer or acceptance. Communication also plays a vital role in revocation of an offer or acceptance. Offer is the building block of

any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as "offer." Here the word "signifies" becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : Which among the following define Communication of offer?

- A) The communication of the offer is finished when it has come to the knowledge on the individual that it should have been made to
- B) The communication of the offer is not made when it has come to the knowledge on the individual that it should have been made to
- C) Communication of offer is not lawful.
- D) Either A or Either B

Q81. Read the passage very carefully and answer the following questions.

The human mind created luxuries, due to the simultaneous increase in population, many people were deprived of the necessities which led to the development of negative thinking. People wanted to fulfil their basic necessities at any cost and hence they

started resorting to crime. For an act of crime to be accomplished, the following four elements are needed:

- Individual: The first and the most important element for the commission of a crime is an individual who has an intention and is prepared to commit a crime.
- Mens rea: Mens rea in Latin means “guilty mind”. For a crime to be committed, a criminal intention is an essential element.
- Actus rea: Actus rea in Latin means “guilty act”. For a crime to be committed, along with a criminal intention there should also be an external act.
- Injury/hurt: The criminal act should be accompanied by an injury or hurt which is physical, mental, or monetary which violates a law of the state. The commission of crime involves four stages:

- Intention: For the commission of a crime, the first important stage is criminal intention. However, just having a criminal intention is not punishable until it is conveyed to someone else in words or by acts. Example: An intention to kill someone.
- Groundwork: To commit a crime, prior preparation is necessary if the crime is intentional. It is difficult for the court to punish an individual purely based on a preparation plan until and unless it is executed. For example, murder, dacoity, etc.
- Preliminary crime: An attempt to commit a crime is considered a preliminary crime. An attempt should include a criminal intention, an act towards committing a crime, and an act of crime that is not completely accomplished. Example: Attempt to murder
- Completion of crime: This is the last stage in the commission of a crime. The criminal completes the crime. A suspect is guilty of an offence only if he succeeds in his criminal activity. Example: Successful accomplishment of murder.

Question : During October, importing milk/milk products in Delhi had been made an offence. S, a supplier of milk, establish a secret import of milk through an agent from Awadh. The very first consignment of milk was detained at the border, however, it contained only soybeans milk which was not a banned item. There was a clear indication that S envisioned importing unlawfully real milk only but the agent had cheated him by supplying soya milk. S is charged with an attempt to import a banned item. Select the correct option.

- A) S can be prosecuted for an attempt
- B) S cannot be prosecuted for an attempt
- C) A frivolous case has been made out
- D) None of the above

Q82. Read the following passage and answer the question

The Indian Contract Act 1872 is one of the oldest mercantile laws in the country. The law was enacted on the 1st of September 1872 and is applicable to the Whole of India. A contract defined under Section 2 (h) of the Indian Contract Act 1872 means, “any

agreement which is enforceable by the law.” The contracts can be written using formal or informal terms and can be entirely spoken or verbal. A breach of contract is a violation of any of the agreed-upon terms and conditions of a binding contract. The breach can be anything from a late payment to a more serious violation such as the failure to deliver a promised asset.

“Breach of contract is a legal term that describes the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement. The fundamental Breach of contract also involves interfering with the ability of another party to fulfil his/her duties. A contract can be breached in whole or in part. Most contracts end when both parties fulfil their contractual obligations, but when one of them violates it, a breach of contract happens. Breach of contract is one of the common reasons why contract disputes are brought to the court for resolution.

Under Section 73 of the Indian Contract Act 1872, “When a contract is broken, the party who suffers from the breach of contract is entitled to receive from the party who has broken the contract, compensation for any or damaged caused to him, which naturally arose in the normal course of things from the breach or which the parties knew when they made the contract to be likely to result from the breach of it.” Section 73 of the Indian Contract Act 1872 also mentions that the damage is only payable if the loss has been occasioned by the breach. No loss from the breach automatically leads to any damages. Compensation is not paid for any remote or indirect loss or damage sustained because of the breach.

The section also adds that ‘In estimating the damage or loss from the breach of contract which existed or remedying the inconvenience caused by the non - performance of the contract must also be taken into account. At the date of the breach, the measure of damages upon a breach by the buyer is the difference between the market price and contract price at the time of the breach.

Question. Krishna enters into a contract with Ram and promises that he will deliver 30 tins of sunflower oil on 12th February 2022. But on the scheduled day, the price of sunflower oil shot up, so he delivers 50 tins of soyabean oil. Decide

- A) Soyabean oil can be used instead of sunflower oil, so there is no breach of contract
- B) This is a breach because the promise was to deliver the tins of sunflower oil.
- C) The cost of sunflower oil was increased due to Krishna was unable to provide
- D) Both (a) and (c) are appropriate

Q83. Read the following passage and answer the question

The Indian Contract Act 1872 is one of the oldest mercantile laws in the country. The law was enacted on the 1st of September 1872 and is applicable to the Whole of India. A contract defined under Section 2 (h) of the Indian Contract Act 1872 means, “any agreement which is enforceable by the law.” The contracts can be written using formal or informal terms and can be entirely spoken or verbal. A breach of contract is a violation of any of the agreed-upon terms and conditions of a binding contract. The breach can be anything from a late payment to a more serious violation such as the failure to deliver a promised asset.

“Breach of contract is a legal term that describes the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement. The fundamental Breach of contract also involves interfering with the ability of another party to fulfil his/her duties. A contract can be breached in whole or in part. Most contracts end when both parties fulfil their contractual obligations, but when one of them violates it, a breach of contract happens. Breach of contract is one of the common reasons why contract disputes are brought to the court for resolution.

Under Section 73 of the Indian Contract Act 1872, “When a contract is broken, the party who suffers from the breach of contract is entitled to receive from the party who has broken the contract, compensation for any or damaged caused to him, which naturally arose in the normal course of things from the breach or which the parties knew when they made the contract to be likely to result from the breach of it.” Section 73 of the Indian Contract Act 1872 also mentions that the damage is only payable if the loss has been occasioned by the breach. No loss from the breach automatically leads to any damages. Compensation is not paid for any remote or indirect loss or damage sustained because of the breach.

The section also adds that ‘In estimating the damage or loss from the breach of contract which existed or remedying the inconvenience caused by the non - performance of the contract must also be taken into account. At the date of the breach, the measure of damages upon a breach by the buyer is the difference between the market price and contract price at the time of the breach.

Question. Peter enters into a contract with John and promises that he will sing every Saturday and Sunday in his club for 1 hour during the next four months in exchange for Rs. 5,000. However, in the 4th month, he didn’t turn up due to a problem in his throat. This is an actual breach of contract on the part of Peter. Determine the status of the contract.

- A) It is a breach of contract, no payment would be paid to Peter
- B) It is not a breach of contract, full payment would be paid to Peter

- C) There is no complete breach, payment would not be paid for the 4th month only.
- D) The contract is breached even it is discharged by the supervening impossibility

Q84. Read the following passage and answer the question

The Indian Contract Act 1872 is one of the oldest mercantile laws in the country. The law was enacted on the 1st of September 1872 and is applicable to the Whole of India. A contract defined under Section 2 (h) of the Indian Contract Act 1872 means, “any agreement which is enforceable by the law.” The contracts can be written using formal or informal terms and can be entirely spoken or verbal. A breach of contract is a violation of any of the agreed-upon terms and conditions of a binding contract. The breach can be anything from a late payment to a more serious violation such as the failure to deliver a promised asset.

“Breach of contract is a legal term that describes the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement. The fundamental Breach of contract also involves interfering with the ability of another party to fulfil his/her duties. A contract can be breached in whole or in part. Most contracts end when both parties fulfil their contractual obligations, but when one of them violates it, a breach of contract happens. Breach of contract is one of the common reasons why contract disputes are brought to the court for resolution.

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Question. W is a website developer and gets a contract to develop a website for XYZ Ltd, but he skipped the page of the team. Decide whether it is a breach of contract.

- A) No, the team page is not so much important for the company
- B) No, this is a minor mistake that usually takes place while developing the website.
- C) Yes, it is a breach of contract, but it is a minor breach and can be rectified easily.
- D) Yes, it is a breach of contract, and W would be liable to compensate the company.

Q85. Read the following passage and answer the question

The Indian Contract Act 1872 is one of the oldest mercantile laws in the country. The law was enacted on the 1st of September 1872 and is applicable to the Whole of India. A contract defined under Section 2 (h) of the Indian Contract Act 1872 means, “any agreement which is enforceable by the law.” The contracts can be written using formal or informal terms and can be entirely spoken or verbal. A breach of contract is a violation of any of the agreed-upon terms and conditions of a binding contract. The breach can be anything from a late payment to a more serious violation such as the failure to deliver a promised asset.

“Breach of contract is a legal term that describes the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement. The fundamental Breach of contract also involves interfering with the ability of another party to fulfil his/her duties. A contract can be breached in whole or in part. Most contracts end when both parties fulfil their contractual obligations, but when one of them violates it, a breach of contract happens. Breach of contract is one of the common reasons why contract disputes are brought to the court for resolution.

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The section also adds that ‘In estimating the damage or loss from the breach of contract which existed or remedying the inconvenience caused by the non - performance of the contract must also be taken into account. At the date of the breach, the measure of damages upon a breach by the buyer is the difference between the market price and contract price at the time of the breach.

Question A, imported shipment of cars from China and shipment gets a gate which was insured by ABC Company for 100 crores. But due to some reasons half of the cars got damaged. A sued ABC Co. for the claim of 100 crores. Decide.

- A) ABC would be liable for the claim of 100 crores.
- B) ABC would be liable for compensation for the number of cars destroyed.
- C) ABC would not be liable to pay compensation.
- D) ABC would not be liable to pay the compensation because the shipment got late.

Q86. Read the following passage and answer the question

The Indian Contract Act 1872 is one of the oldest mercantile laws in the country. The law was enacted on the 1st of September 1872 and is applicable to the Whole of India. A contract defined under Section 2 (h) of the Indian Contract Act 1872 means, “any agreement which is enforceable by the law.” The contracts can be written using formal or informal terms and can be entirely spoken or verbal. A breach of contract is a violation of any of the agreed-upon terms and conditions of a binding contract. The breach can be anything from a late payment to a more serious violation such as the failure to deliver a promised asset.

“Breach of contract is a legal term that describes the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement. The fundamental Breach of contract also involves interfering with the ability of another party to fulfil his/her duties. A contract can be breached in whole or in part. Most contracts end when both parties fulfil their contractual obligations, but when one of them violates it, a breach of contract happens. Breach of contract is one of the common reasons why contract disputes are brought to the court for resolution.

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The section also adds that ‘In estimating the damage or loss from the breach of contract which existed or remedying the inconvenience caused by the non - performance of the

contract must also be taken into account. At the date of the breach, the measure of damages upon a breach by the buyer is the difference between the market price and contract price at the time of the breach.

Question A, ordered an Infinix mobile from Flipkart, but the delivery of such a mobile phone got delayed by 7 days due to which A was not able to appear in the PUBG tournament. A filed legal case for breach and compensation of rupees 20,000. Decide

- A) Flipkart will be liable for breach and compensation
- B) Flipkart will be liable for breach only
- C) Flipkart will be liable for compensation only
- D) There is no breach of contract on the part of Flipkart

Q87. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that “Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a

registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : The law of contracts states that only the parties to a contract have the right to enforce it. Which doctrine of common law governs this?

- A) The doctrine of estoppel
- B) The rule of privity
- C) The rule of restitution
- D) Theory of compensation

Q88. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that "Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is

thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : X plans to sell his car for an amount of 5 lakhs. Y goes to X with the intent of purchasing the car but offers 4 lakhs in exchange. X denies the offer, Y goes to X the next day offering 5 lakhs, however, X tells him that he is offered a larger sum by Z. Y sues X for breach of contract and damages. Decide.

- A) Y will not succeed since no contract was made as the offer made the next day was not accepted by X
- B) Y will succeed since X cannot claim a price higher than what was initially demanded
- C) Y can claim the car for 5 lakhs but no damages
- D) Y can claim damages from X but not the sale of the car

Q89. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that "Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this

rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : X orders a black mobile cover from an e-commerce website. However, he is sent one of the same design but which is white. Decide the status of the contract.

- A) The contract is performed since the phone cover was delivered
- B) The contract is void since there was no consent from X before delivering the white cover
- C) The contract is performed since all the essential elements are present which is offer, acceptance and consideration
- D) The contract is valid since the design was the same as what was ordered

Q90. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that "Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to

prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : X and Y enter into a contract where X is a writer and Y has to get a novel written. Y agrees to pay X 2000 rupees if he writes the novel which is around 500 pages in length. X starts to write the novel and finishes around 150 pages, that is when Y informs him that he need not write the novel since he has found another writer Z who is ready to write the novel for 1500. X demands for his compensation for the 200 pages he has written. Decide.

- A) X cannot sue Y since the agreement states delivery of the novel
- B) X cannot sue Y since the amount charged was unfair and higher than the market price
- C) X will succeed in his claim for the charge of 150 pages written
- D) X can sue Z for loss of business

Q91. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that "Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of

contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : Arjun's father had an illegitimate son, Ravi. Before he died, he transferred his estate to Arjun with the condition that Arjun would pay Ravi an amount of 500,000 rupees and half of the estate would be transferred to Ravi's name when he was 21 years old. After reaching the age when Ravi did not receive the money and asked Arjun for it, he refused to give him his share. Ravi filed a recovery lawsuit.

Choose the correct answer about decision of court.

- A) Ravi had no right to sue as he did not aware of contract at the time of formation of contract.
- B) Ravi had no right to sue as he is not a party to contract.

C) Ravi had the right to sue against the contract between Arjun and his father even if he was not a party to it.

D) Ravi had no right to sue as Arjun had not authorised him to do so.

Q92. Read the given passage very carefully and answer the question.

The term 'remoteness of damages' refers to the legal test used for deciding which type of loss caused by the breach of contract may be compensated by an award of damages. It has been distinguished from the term measure of damages or quantification which refers to the method of assessing in money the compensation for a particular consequence or loss which has been held to be not too remote.

The rules on the remoteness of damage in the contract are found in the Court of Exchequer's judgment in *Hadley v Baxendale*, as interpreted in later cases. In *Hadley v Baxendale*, the plaintiff's mill had come to a standstill due to its crankshaft breakage. The defendant carrier failed to deliver the broken crankshaft to the manufacturer within the specified time. There has been a delay in restarting the mill. The plaintiff sued to recover the profits they would have made if the mill was started without delay. The court rejected the claim on the ground that the mill's profits must be stopped by an unreasonable delay in the carrier's delivery of the broken shaft to the third person. That rule, expressly and carefully framed, to be guided to judges in directing juries, was as follows:

Where two parties have entered into a contract which one of them has broken, the damages which the other party should be entitled to receive in respect of such breach of contract should either be deemed to have arisen naturally, fairly, and reasonably, i.e. according to the usual course of things, from such breach of contract itself or as might reasonably have been deemed to have arisen in the contemplation of the contract. Now, in the particular circumstances under which the contract was actually concluded were communicated by the plaintiff to the defendant and thus known to both parties, the damages resulting from such a breach of contract that they would reasonably contemplate would be the amount of injury that would normally result from a breach of the contract, under these special circumstances were wholly unknown to the party breaking the contract, he could, at most, only have had in his contemplation the amount of injury that would generally arise from such a breach of the contract and in the great multitude of cases not affected by any special circumstances.

Question The damages obtained under the Law of Torts and Contract law are of the same nature?

- A) Yes, the damages obtained are of similar nature both differ in other aspects but not in matters of damages
- B) No, the damages obtained are not of a similar nature
- C) In torts, there are liquidated damages but not in contracts
- D) In Contracts, there are unliquidated damages but not in torts

Q93. Read the given passage very carefully and answer the question.

The term 'remoteness of damages' refers to the legal test used for deciding which type of loss caused by the breach of contract may be compensated by an award of damages. It has been distinguished from the term measure of damages or quantification which refers to the method of assessing in money the compensation for a particular consequence or loss which has been held to be not too remote.

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Question Which of the following is a test for remoteness of damage?

- A) Reasonable unpredictability
- B) Reasonable foreseeability
- C) Reasonable improbability
- D) Reasonable unforeseen ability

Q94. Read the given passage very carefully and answer the question.

The term 'remoteness of damages' refers to the legal test used for deciding which type of loss caused by the breach of contract may be compensated by an award of damages. It has been distinguished from the term measure of damages or quantification which refers to the method of assessing in money the compensation for a particular consequence or loss which has been held to be not too remote.

The rules on the remoteness of damage in the contract are found in the Court of Exchequer's judgment in *Hadley v Baxendale*, as interpreted in later cases. In *Hadley v Baxendale*, the plaintiff's mill had come to a standstill due to its crankshaft breakage. The defendant carrier failed to deliver the broken crankshaft to the manufacturer within the specified time. There has been a delay in restarting the mill. The plaintiff sued to recover the profits they would have made if the mill was started without delay. The court rejected the claim on the ground that the mill's profits must be stopped by an unreasonable delay in the carrier's delivery of the broken shaft to the third person. That rule, expressly and carefully framed, to be guided to judges in directing juries, was as follows:

Where two parties have entered into a contract which one of them has broken, the damages which the other party should be entitled to receive in respect of such breach of contract should either be deemed to have arisen naturally, fairly, and reasonably, i.e. according to the usual course of things, from such breach of contract itself or as might reasonably have been deemed to have arisen in the contemplation of the contract. Now, in the particular circumstances under which the contract was actually concluded were communicated by the plaintiff to the defendant and thus known to both parties, the damages resulting from such a breach of contract that they would reasonably contemplate would be the amount of injury that would normally result from a breach of the contract, under these special circumstances were wholly unknown to the party breaking the contract, he could, at most, only have had in his contemplation the amount of injury that would generally arise from such a breach of the contract and in the great multitude of cases not affected by any special circumstances.

Question Anmol is a stevedore who agrees with Bachan Singh, a shipowner, to discharge his ship's cargo, and Bachan Singh contracts to supply all necessary chains reasonably fit for that purpose. One chain supplied by Bachan Singh is defective and breaks while in use, hence 'SANAM', a worker of Anmol, is hurt. 'SANAM' sues Anmol, and the suit got settled by paying 'SANAM' compensation that is admitted to be reasonable. Here-

- A) Bachan Singh is liable to compensate Anmol for the compensation that Anmol paid to 'SANAM'
- B) Bachan Singh is not liable to compensate Anmol for the compensation that Anmol paid to 'SANAM'
- C) Bachan Singh is liable for the defective chain but not for compensation that Anmol has to pay for his worker
- D) Sanam cannot claim compensation because he got hurt in an accident

Q95. Read the given passage very carefully and answer the question.

The term 'remoteness of damages' refers to the legal test used for deciding which type of loss caused by the breach of contract may be compensated by an award of damages. It has been distinguished from the term measure of damages or quantification which refers to the method of assessing in money the compensation for a particular consequence or loss which has been held to be not too remote.

The rules on the remoteness of damage in the contract are found in the Court of Exchequer's judgment in *Hadley v Baxendale*, as interpreted in later cases. In *Hadley v Baxendale*, the plaintiff's mill had come to a standstill due to its crankshaft breakage. The defendant carrier failed to deliver the broken crankshaft to the manufacturer within the specified time. There has been a delay in restarting the mill. The plaintiff sued to recover the profits they would have made if the mill was started without delay. The court rejected the claim on the ground that the mill's profits must be stopped by an unreasonable delay in the carrier's delivery of the broken shaft to the third person. That rule, expressly and carefully framed, to be guided to judges in directing juries, was as follows:

Where two parties have entered into a contract which one of them has broken, the damages which the other party should be entitled to receive in respect of such breach of contract should either be deemed to have arisen naturally, fairly, and reasonably, i.e. according to the usual course of things, from such breach of contract itself or as might reasonably have been deemed to have arisen in the contemplation of the contract. Now,

in the particular circumstances under which the contract was actually concluded were communicated by the plaintiff to the defendant and thus known to both parties, the damages resulting from such a breach of contract that they would reasonably contemplate would be the amount of injury that would normally result from a breach of the contract, under these special circumstances were wholly unknown to the party breaking the contract, he could, at most, only have had in his contemplation the amount of injury that would generally arise from such a breach of the contract and in the great multitude of cases not affected by any special circumstances.

Question Praveen (plaintiff) purchased iron in Belgaon from Roshan and sold it to Akhil (defendant), in Kollam at a higher price. A Chennai-based firm, at the instance of the buyers, was to supply the finance for purchasing from Roshan. Though the credit was never opened, and Akhil repudiated the contract. An action is brought by Praveen against Akhil for defaulting and loss of profit. Here-

- A) The sellers were entitled to loss of profit
- B) The sellers were entitled to damages
- C) The sellers were entitled to loss of profit as well as damages for defaulting
- D) The sellers were entitled to loss of profit but not damages for defaulting

In the present case buyers being aware that the sellers could not obtain the goods unless the letter of credit was provided, the sellers were entitled to loss of profit but not any damages as it was a special loss, not within the contemplation of parties.

Q96. Read the given passage very carefully and answer the question.

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Where two parties have entered into a contract which one of them has broken, the damages which the other party should be entitled to receive in respect of such breach of contract should either be deemed to have arisen naturally, fairly, and reasonably, i.e. according to the usual course of things, from such breach of contract itself or as might reasonably have been deemed to have arisen in the contemplation of the contract. Now, in the particular circumstances under which the contract was actually concluded were communicated by the plaintiff to the defendant and thus known to both parties, the damages resulting from such a breach of contract that they would reasonably contemplate would be the amount of injury that would normally result from a breach of the contract, under these special circumstances were wholly unknown to the party breaking the contract, he could, at most, only have had in his contemplation the amount of injury that would generally arise from such a breach of the contract and in the great multitude of cases not affected by any special circumstances.

Question Defendant has a bike, like normal bikes in the market. One day, the defendant bike heats up and blast in city center. A woman suffered from nervous shock due to this incident, and delivered immature child. That woman becomes the plaintiff who is claiming damage from defendant for his act. Here-

- A) Defendant will be liable for loss of women as it is direct effect of bike blast.
- B) Defendant will not be liable for loss of woman as this injury is not foreseeable by defendant.
- C) Defendant will not be liable for loss of woman as this injury is done by bike manufacturer.
- D) Defendant will be liable because bike belongs to him and he is responsible for all the happenings related to bike.

Q97. Read the given passage very carefully and answer the question.

An agency arrangement is a form of general contract. As such, except where the agency is irrevocable, an agency can terminate in the same way as a contract is discharged. Only the act or consent of the parties to the agency or the enforcement of the law may terminate the relationship between the principal and the agent. "In the absence of anything to prove its termination, an agency, when proven to have existed, will be presumed to have continued, unless such a length of time has elapsed as destroys the presumption." When an entity is dissolved, the obligation of the agent to

work on behalf of the principal comes to an end. A government law or instrument may stipulate the timeline for the termination of an entity.

In such a case, if the instrument states in clear and unambiguous terms that after the expiry of the time stated in the instrument, an agency shall terminate without intervention on the part of the principal or administrator, the agency shall, in effect, terminate. If the parties maintain their partnership as principal and agent after the expiry of the duration given in the contract, a substantiated assumption is posed that their relationship is regulated by the original contract and that the contract is extended for a similar term. For example, where the parties entered into a contract for a year and proceeded to behave after one year under the contractual conditions, the court would conclude that the parties genuinely wanted to hold the contract alive for a period of time.

On the other hand, if no reasonable deadline has been set by the parties for the expiration of the contract, the contract is assumed to have been terminated after a reasonable period of time. "The nature of the act specifically authorised, the formality of the authorisation, the likelihood of changes in the purposes of the principal, and other factors shall determine what constitutes a reasonable period of time during which the authority continues." In comparison, the burden of proving an agency's termination or revocation lies with the agency.

Question Waman hired Chaman as his agent. Waman owed Chaman a sum of Rs.10,000 and gave him an agreed exchange bill with the authority to fill in the name of the drawer. Before the Chaman could avail the opportunity given, Waman died. Now, can Chaman still discharge the liability of Waman against himself?

- A) Yes, Chaman has the power to obtain his 10,000 rupees
- B) Yes, Chaman stepped into the shoes of Waman and can use his property according to his own will
- C) No, Chaman cannot use the bill for discharging his liability he has to restore to other remedies
- D) Chaman can use the bill given by the deceased for discharging his liability to pay off his debt

Q98. Read the given passage very carefully and answer the question.

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Question XX was YY's agent. YY empowered XX to deal with matters on his behalf, all parties with which XX entered into contracts are held to have the right to hold YY accountable until YY notifies the world that the authority of XX is removed but he intended to retain the contract on his own account in a specific situation. Can XX do so?

- A) No, only the Principal has the power to continue the agency here
- B) Yes, the agent is empowered by the principal can retain his status as an agent for some specific purposes
- C) Yes, the agent is the dealing person who has the power to deal with the persons as his own clientele
- D) It is allowed whether or not the Principal desires so or not

Q99. Read the given passage very carefully and answer the question.

An agency arrangement is a form of general contract. As such, except where the agency is irrevocable, an agency can terminate in the same way as a contract is discharged. Only the act or consent of the parties to the agency or the enforcement of the law may terminate the relationship between the principal and the agent. "In the absence of anything to prove its termination, an agency, when proven to have existed, will be presumed to have continued, unless such a length of time has elapsed as destroys the presumption." When an entity is dissolved, the obligation of the agent to work on behalf of the principal comes to an end. A government law or instrument may stipulate the timeline for the termination of an entity.

In such a case, if the instrument states in clear and unambiguous terms that after the expiry of the time stated in the instrument, an agency shall terminate without intervention on the part of the principal or administrator, the agency shall, in effect, terminate. If the parties maintain their partnership as principal and agent after the expiry of the duration given in the contract, a substantiated assumption is posed that their relationship is regulated by the original contract and that the contract is extended for a similar term. For example, where the parties entered into a contract for a year and proceeded to behave after one year under the contractual conditions, the court would conclude that the parties genuinely wanted to hold the contract alive for a period of time.

On the other hand, if no reasonable deadline has been set by the parties for the expiration of the contract, the contract is assumed to have been terminated after a reasonable period of time. "The nature of the act specifically authorised, the formality of the authorisation, the likelihood of changes in the purposes of the principal, and other factors shall determine what constitutes a reasonable period of time during which the authority continues." In comparison, the burden of proving an agency's termination or revocation lies with the agency.

Question The parties entered into a contract for one decade and continued to act under the contractual terms after ten years. Here-

- A) The court will presume that the parties in fact intended to keep the contract alive for another decade.
- B) The court cannot automatically presume that the parties in fact intended to keep the contract alive for another decade.
- C) Once the period comes to an end the parties cannot re-enter into the original contract
- D) Here, the clear intention of parties must be coupled with conduct for a valid presumption of the Court

Q100. Read the given passage very carefully and answer the question.

An agency arrangement is a form of general contract. As such, except where the agency is irrevocable, an agency can terminate in the same way as a contract is discharged. Only the act or consent of the parties to the agency or the enforcement of the law may terminate the relationship between the principal and the agent. "In the absence of anything to prove its termination, an agency, when proven to have existed, will be presumed to have continued, unless such a length of time has elapsed as destroys the presumption." When an entity is dissolved, the obligation of the agent to work on behalf of the principal comes to an end. A government law or instrument may stipulate the timeline for the termination of an entity.

In such a case, if the instrument states in clear and unambiguous terms that after the expiry of the time stated in the instrument, an agency shall terminate without intervention on the part of the principal or administrator, the agency shall, in effect, terminate. If the parties maintain their partnership as principal and agent after the expiry of the duration given in the contract, a substantiated assumption is posed that their relationship is regulated by the original contract and that the contract is extended for a similar term. For example, where the parties entered into a contract for a year and proceeded to behave after one year under the contractual conditions, the court would conclude that the parties genuinely wanted to hold the contract alive for a period of time.

On the other hand, if no reasonable deadline has been set by the parties for the expiration of the contract, the contract is assumed to have been terminated after a reasonable period of time. "The nature of the act specifically authorised, the formality of the authorisation, the likelihood of changes in the purposes of the principal, and other factors shall determine what constitutes a reasonable period of time during which the authority continues." In comparison, the burden of proving an agency's termination or revocation lies with the agency.

Question Lalit enters into a contract whereby Shekhar has to provide Lalit for a given period of time with services, which both parties realize are for use in a particular enterprise owned by Lalit, Lalit sold his enterprise to Raj before the expiry of the contract within Shekhar and Lalit, without paying Shekhar for his services. Here-

- A) In the absence of a specific clause so providing, Lalit cannot escape his obligations but he can sell the enterprise
- B) Lalit is not the owner of the enterprise anymore hence, he is not bound by any obligation as all the obligations are shifted to Raj

- C) Lalit cannot sell his enterprise till the contract between him and Shekhar expires.
- D) Lalit can sell the enterprise and even escape the obligation

CAREERS360

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
B	B	D	B	B	A	D	D	C	C
11	12	13	14	15	16	17	18	19	20
D	D	C	A	D	C	C	D	C	C
21	22	23	24	25	26	27	28	29	30
C	A	D	C	B	C	D	C	B	D
31	32	33	34	35	36	37	38	39	40
D	B	B	B	C	B	B	C	A	C
41	42	43	44	45	46	47	48	49	50
B	B	B	C	B	A	D	C	B	D
51	52	53	54	55	56	57	58	59	60
A	C	B	D	D	B	A	B	C	D
61	62	63	64	65	66	67	68	69	70
D	C	B	B	C	A	D	D	A	C
71	72	73	74	75	76	77	78	79	80
C	C	C	A	D	B	C	A	A	A
81	82	83	84	85	86	87	88	89	90
B	C	C	C	B	D	B	A	B	C
91	92	93	94	95	96	97	98	99	100
C	B	B	A	D	B	D	B	C	A

SOLUTIONS

1-B

According to Section 41, ICA 1872 Aman has accepted the amount of Rs.1000 from Chetan, then he cannot recover such amount from Basant. Now Basant is entitled only to recover the amount of Rs. 4000 from Aman and not 5000. It doesn't matter whether Aman knows about such a transaction or not. Hence, option (b) is correct.

2-B

Section 43 of the Indian Contract Act further provides that unless a contrary intention appears from the contract, each joint promisor may compel every other joint promisor to contribute equally to the performance of the promise. If any joint promisor makes a default in such contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.

3-D

The contract cannot be enforced either by K's representative or by L to paint a picture is a personal skill and may be performed only personally. As per Indian Contract Act, a personal contract may not be performed by anybody else other than the promisor himself.

Hence option (d) is correct.

4-B

Rohan was ill on the date of the event so he sent his competent manager to the management of catering in the marriage and everything ended peacefully and decently. According to Section 41 of ICA, 1872, when the promisee accepts the performance of the promise from the third person, he cannot enforce it against the promisor. Sohan cannot hold the remaining amount just on the grounds of a breach. Hence option (b) is the correct answer.

5-B

D's legal representative is liable to deliver the goods to E and E is bound to pay Rs. 20,000 to D's representatives. As per the Indian Contract Act, if, however, the contract involves some personal skill or taste, it comes to an end with the death of the promisor. Hence option (b) is correct.

6-A

According to section 43, ICA every joint promisee is liable to contribute equally but in case of default on the part of one joint promisee, other promises have to compensate for such loss equally. In the given situation for the default of the amount of Rs. 5000, B and C has to suffer equally. A will pay only Rs. 5000, B 12500, and C 12500. Hence option (a) is correct.

7-D

According to section 23 of ICA, 1872 both the legal object and consideration in the above-given facts are unlawful due to which the contract becomes void, so D cannot file suit for the breach of contract. D cannot file a criminal suit because there is the assumption that you must go to court with clean hands. D cannot file a criminal suit also. Hence option (d) is correct.

8-D

According to Section 23 of the Indian Contract Act if any of the given elements thereunder is unlawful then the contract becomes void. In the given situation B and his friends committed the offence of robbery which is unlawful therefore returning some money on an agreement to withdraw criminal prosecution is void even though an amount of money is received by the promisee. Hence option (d) is correct.

9-C

If the object of the contract is to injure any person or property of another, then such a contract would be void. in the given situation the interest rate is the exorbitant rate which causes the loss of property to A. Hence option (c) is correct.

10-C

The marriage of a minor girl is prohibited under the prohibition of the child marriage act so the object of marriage is unlawful and the bond becomes invalid. The facts of the given situations are similar to the case of (Srinivas v. Raja Ram Mohan. In this case, the loan cannot be recovered due to the illegality of the object.

Hence option (c) is correct.

11-D

Giving and taking bribes both are prohibited under the prohibition of the corruption act, due to which the consideration becomes illegal. Decreasing the bill amount without any

sufficient ground is a crime under the State Electricity Act so the object also becomes illegal. The contract becomes void.

Hence option (d) is the correct option.

12-D

The agreement between Rahul and Nitika is restrained to marriage which is expressly declared void agreement under section 26 of ICA, 1872 because these types of agreements are opposed to the public policy. These types of agreements don't affect the validity of marriage also. Hence option 4 is the correct answer.

13-C

The given factual situation is the exception to section 26 of ICA, 1872 the restrain to marriage. In the case of Rao Rani v. Gulab Rani, it was held that these types are agreements are valid in nature. B or C remarried to some then the right to deceased husband's property will be no more. Hence option 3 is correct.

14-A

Reason- The agreement between Vishal and Sandesh is restrained to the trade and profession which is expressly declared to void an agreement as per section 27 of the Indian Contract Act. But certain exceptions are there to this rule whereby reasonable restraints for a specific time are allowed. In the present case, Sandesh can recover the agreed amount from Vishal. Hence Option 1 is correct.

15-D

In the case of Firm Daulat Ram vs. Firm Dharm Chand, the court held that agreement to run one of their factories at a time, and share profit from such company in equal proportion does not amount to restrain to trade or profession according to section 27, of ICA. Hence option 4 is correct.

16-C

Reason: In the insurance policies the condition for relieving the insurer from the liability of loss or damage is shorter than prescribed by the appropriate statute for filing the suit and is not hit by provision of section 28, ICA 1872 i.e. restraint to the legal proceedings. Hence option 3 is the correct answer.

17-C

A Contract wherein both parties do not agree to the same thing in the same sense would be void under the provisions of the Indian Contract Act, of 1872. However, if a contract wherein the consent of the other party is not free would not be void, but instead it would be voidable at the option of the other party who had not given the free consent as per the provisions of Section 19 of the Indian Contract Act, 1872. Hence (C) is the correct answer.

18-D

Although, a contract wherein both the parties do not agree to the same thing in the same sense would usually be void. However, the Court in the case of *Smith v Hughes* (1870) LR QB 597 has held that in certain circumstances when the terms of the contract are not expressly clear then also the contract would be valid. In this scenario Sunil had not specifically expressed that he wanted old almonds and Kunal sent him the best quality almonds, then Sunil had to accept the delivery. Hence (D) is the correct answer.

19-C

In this scenario, B has entered into an agreement with his employer who is in a dominant position and can influence the consent of B. Therefore, such a contract would be voidable at option of B as per the provisions of Section 19 of the Indian Contract Act, 1872. Hence (C) is the correct answer.

20-C

In order to enforce an agreement it is necessary that both parties should agree to the same thing and in the same sense or else the agreement would be considered void. In this scenario, Rajat and Aman have not agreed on the same thing in the same sense therefore the Contract would be void. Hence (C) is the correct answer.

21-C

According to Section 17 of the Indian Contract Act, 1872 a contract wherein one party has committed fraud with the other party would be voidable at the option of the other party. However mere silence to disclose a fact would not be considered as fraud and the contract would be valid. Hence (C) is the correct answer.

22-A

As per the provisions of the law of contract, it is a sort of conditional contract and the condition is of uncertain nature. A contract that is subject to a certain or an absolute type of condition cannot be regarded as a contingent contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. When the condition is

of uncertain nature, then only the contract can be regarded as truly contingent. Therefore, the correct option is (a).

23-D

A contingent contract has to be distinguished from a proposal that does not result in a contract unless the condition is first fulfilled. In the above-mentioned facts of the case, an offer to pay a sum of money on the discovery of a missing dog is not a contingent contract at all. It becomes a contract only when the dog is searched out and then it is no longer contingent. Therefore, the correct option is (d).

24-C

A contract to pay a sum of money in return for some work or labour is also not contingent, no contract exists and no wages can be demanded without performing the work first. In an agreement for the sale of land, the condition was that the sale deed would be executed after the seller obtained permission for use of the land as village land. It was held that the contract was not contingent. On the other hand, a contract to pay a sum of money on the loss of a ship is a contingent contract. The contract is already there and is not to arise on loss, but the performance can be demanded only on the loss of the ship. Therefore, the correct option is (c).

25-B

The contract is contingent in nature since the term was that “ the insurance can be claimed if Y’s house is damaged due to fire from an electric short circuit”. Y’s house was damaged due to flooding, and hence the contract cannot be enforced. Hence b) is the correct answer.

26-C

A contract will be no less contingent where the happening or non-happening of the contingency depends upon the will of a party. A contract the performance of which depends upon the promisee's marriage is a contingent contract, though his marriage is a contingency exclusively within his control. The court distinguished such failure from the impossibility of performance. The failure of a contingent contract is due to the non-happening of an anticipated event, whereas the impossibility is due to the happening of an unanticipated event. Where a valid contract has arisen but is liable to be defeated on the happening of some subsequent condition, it will not be a contingent contract. The contract would also not be enforceable where the event does not happen in the way contemplated by the contract. Where a car was insured against loss in transit, the car was damaged without being put in the course of transit, the insurer was held to be not liable. Therefore, the correct option is (c).

27-D

If the sum fixed by the parties is found to be liquidated damages, the whole of it is recoverable. But if it is viewed as penalty, it is rejected. Damages will then be calculated according to ordinary principles. Such a stipulation reflects good business sense and is advantageous to both parties. It enables them to envisage the financial consequence of a breach; and if litigation proves inevitable, it avoids the difficulty and legal costs, often heavy, of proving what loss has in fact been suffered by the innocent party. Therefore, the first statement is incorrect. Hence d) is the correct option.

28-C

As per Lord Dunedin, The essence of a penalty is a payment of money stipulated as in terrorem of the offending party and the essence of liquidated damages is a genuine covenanted pre-estimate of damage. Furthermore, the question of whether a sum stipulated is a penalty or liquidated damages is a question of construction to be decided upon the terms and inherent circumstances of each particular contract. Therefore, the correct option is (c).

29-B

Various tests have been suggested by Lord Dunedin in the context of liquidated damages and penalties. It will be held to be a penalty if the sum stipulated for is extravagant and unconscionable in amount in comparison with the greatest loss that could conceivably be proved to have followed from the breach. It will be a penalty if the breach consists only in not paying a sum of money and the sum stipulated is a sum greater than the sum which ought to have been paid. There is a presumption (but no more) that it is a penalty, when a single lump sum is made payable by way of compensation, on the occurrence of one or more or all of several events, some of which may occasion a serious and others but trifling damage. Therefore, the correct option is (b).

30-D

Where the figure of compensation assessed by the parties carries some sense, whether it is reasonable or not, it will constitute the ceiling, and nothing more than that would be recoverable. They were held entitled to claim only Rs. 600. In a certain judgement, Lord Atkin pointed out that the court was not bound by the terminology used by the parties. He quoted that "Except that it is called a penalty, which in the cases is far from conclusive, it appears to be an amount of compensation measured by the period of delay, I agree that it is not a pre-estimate of actual damage." Therefore, the correct option is (d).

31-D

The rule under Section 74 of the Indian Contract Act is that where a sum is named in a contract as the amount to be paid in case of a breach, regardless of whether it is a penalty or not, the party suffering from a breach is entitled to receive reasonable compensation not exceeding the amount so named. The named sum constitutes the maximum limit of liability. The court cannot order damages beyond that. The distinction between liquidated damages and penalty has been abolished in India. The courts award reasonable compensation not exceeding the stipulation. The courts knock down agreements which are unconscionable and extravagant. Therefore, the correct option is (d) The Courts have the liberty to knock down agreements that are unconscionable and extravagant.

32-B

As per the law of contracts, when the surety is no longer liable under the obligations of an agreement, the surety is said to be discharged from liability. The surety can revoke continuing guarantee by notifying the creditor with respect to future transactions. However, revocation of a guarantee becomes effective for future transactions only while the surety remains liable for transactions already entered into. Therefore, the correct option is (b) Mr. A is liable as a surety till the point he revoked his guarantee.

Hence option 2 is correct.

33-B

As per Section 131 of the Indian Contract Act, A continuing guarantee is also terminated by the death of the surety unless parties have expressed a contrary intention. The termination is only with respect to future transactions and the heirs of surety are liable for transactions that have already taken place. As per Section 133 of the Act, the surety is held discharged when, without his consent, the creditor makes any change in the nature or terms of his contract with the principal debtor. Section 134 states that a surety is discharged when there is a contract between the principal debtor and the creditor which releases the principal debtor. Therefore, the correct option is (b) the surety is discharged when the original contract is altered, with or without his consent.

34-B

According to Section 140 of the Indian Contract Act, the surety after paying the creditor or fulfilling his obligation under the contract takes the place of the creditor. He has all rights vested in him which the creditor had against the principal debtor. This right of the surety is referred to as the right of subrogation. In Babu Rao Ramchandra Rao v Babu

ManaklalNehmal, the Court up held that “If the liability of the surety is coextensive with that of the principal debtor, his right is not less coextensive with that of the creditor after he satisfies the creditor’s debt”.

Hence 2 is the correct answer.

35-C

According to Section 135 of the Indian Contract Act, 1872, a surety can be discharged of his liability if there is any composition or a new agreement between the creditor and the principal debtor. Composition refers to variation in the original contract. In case there is a composition in the contract between the debtor and the creditor without surety’s consent, it would discharge his liability. If there is a contract between the principal debtor and the creditor whereby the creditor agrees to give some time to pay off the debt, without keeping the surety into consideration, the surety will be discharged of his liability. Section 136 states that, if there is an agreement between the creditor with a third party to provide time, then it does not discharge the surety from his liability. In the event of a contract which states that the creditor will not sue in case of default, it would result in the discharge of liability of the surety. However, Section 137 of the Act states that mere forbearance to sue will not discharge the liability of the surety.

Hence option 3 is the correct answer.

36-B

(Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.)

37-B

(A catch-all phrase would have similar language to “including, but not limited to” or “any cause/ event outside the reasonable control of the parties”. Although such catch-all language is construed ejusdem generis.)

38-C

(Section 56 of the Act deals with the frustration of a contract. The present case has similar facts as that given under the Taylor vs. Caldwell case due to practical impossibility and fault of none the contract is deemed discharged.)

39-A

An offer or proposal to enter into a contract can be either expressed through words spoken or written or it can also be an implied offer which is made through the conduct of the person making the offer. In this situation, the Company made an express offer to the passengers at the bus stop as it stopped at the bus stop for picking up the passenger. Hence (A) is the correct answer.

40-C

Section 56 of the Act deals with the frustration of a contract and provides that a contract becomes void if it becomes impossible, by reason of an event which a promisor could not prevent after the contract is made.

41-B

In this scenario, Rohit has made a new offer to Rajat for buying his car at the price of Rs. 7 Lakhs, therefore the earlier offer of Rajat would lapse and now Rohit cannot compel Rajat to sell that car at the same price. Hence (B) is the correct answer.

42-B

In this scenario, Aman would have said to have made an invitation to offer, therefore a customer cannot compel him to sell his products and it is the customer who would make an offer to Aman and it would be up to Aman to accept that offer or to reject it. Hence (B) is the correct answer.

43-B

A contract becomes void if it becomes impossible, by reason of an event which a promisor could not prevent after the contract is made.

44-C

An offer can be either general or specific. When an offer is made to the general public and anybody can accept it then it would be considered as a general offer, however, when an offer is made to a particular person it would be considered as a particular offer and can be accepted by that particular person only. Hence (C) is the correct answer.

45-B

One of the essentials to make a valid offer is that it should be made with an intention to enter into legal obligations and in this scenario, A has not made an offer to B with an intention to enter into a legal obligation, therefore it cannot be considered as a valid offer. Hence (B) is the correct answer.

46-A

As per the contract law, an anticipatory breach of contract occurs when the defaulting party denies the other party unconditionally and positively, this means that the rejection must be straightforward, clear, and directed at the innocent party. Ambiguous or qualified refusal is not enough. However, an expression of doubt may indicate a prospective failure to fulfil the contract, in which case the non-breaching party may suspend its performance and request assurance from the offender. Moreover, there may be an anticipatory breach of contract when the violator is unable to carry out his actions of the contract. If the voluntary actions of the defaulting party prevent him or her from fulfilling the contractual obligations, it is considered as contract repudiation. Therefore, the correct option is (a) the non-breaching party may suspend its performance when an expression of doubts indicates a prospective failure to fulfil the contract.

47-D

According to the law of contracts, there are four key factors that are considered essential to determine whether an anticipatory breach of contract has happened or not, namely, when the party has clearly stated that it will not perform its contractual obligation and that performance is central to the contract; the renunciation or repudiation of the contract cannot be conditional on the occurrence of certain events, and thus the refusal should be unequivocal; when determining whether a reasonable person in the position of the innocent party would the refusal as clear and unequivocal, it is necessary to consider whether there has been a sufficient refusal to fulfill the contract's obligation. Therefore, the correct option is (d).

48-C

Specific performance of the contractual obligation is considered as an equitable remedy in the breach of contract, whether it is anticipated or actual. This remedy obligates the erring party to fulfill its contractual obligations, mentioned in the contract. When the contract's subject matter is the principal source of contention, the remedy of specific performance of the contract is usually granted by the court. Furthermore, due to an anticipatory breach of contract, the injured party is put in the same situation as he was before the contract was made. As a remedy, restitution focuses on repaying money or property to the aggrieved party that has been paid to the contracting party who has committed the anticipatory breach of contract. Therefore, the correct option is (c).

49-B

An actual breach of contract occurs if either of the parties fails to meet the contractual duties and obligations within the specified time period for performance, then the other party is not obligated to fulfil its obligations and can hold the erring party liable for the breach of contract. However, the erring party may express its willingness to proceed in the performance of the contract. In such cases, the decision of permitting the erring party to execute its contractual obligation would depend on the factor of whether the time or duration was the crux of such a contract. Even though both the statements are correct, the latter is not a reason for the former as the same is a condition that must be scrutinised by the court in such cases. Therefore, the correct option is (b).

50-D

In the event of a breach of contract under the law of contract, there are several remedies available to the aggrieved party, and one of them refers to the institution of the suit of quantum meruit. The expression 'Quantum Meruit' literally means 'as much as earned.' A right to sue a quantum meruit arises where a contract partially executed by one party has been terminated by a breach of the contract by the defaulting party. Such a right is based on the implied promise by the other party arising from the acceptance of a benefit by that party. Therefore, the correct option is (d).

51-A

Section 73 of the Indian Contract Act, 1872 states that an aggrieved party can only claim damages for the loss incurred due to the direct breach of the contract. The aggrieved party cannot claim remote damages which are not directly related to the breach.

Hence (A) is the correct answer.

52-C

"No consideration, no Contract is the rule of law. In Abdul Aziz v. Mazum Ali, a person verbally promised the Secretary of the Mosque Committee to subscribe to Rs.500 for the rebuilding of a mosque. Later, he declined to pay the said amount. Held, there was no consideration, and hence the -agreement was void. Therefore, option (C) is correct.

53-B

The Court only orders specific performance of the contract only if monetary damages are not sufficient enough to compensate the client or the product is not available in the

general market, and in this case since the car is available in other dealerships. A cannot sue the car dealership as the car is available with other dealerships also.

Hence (B) is the correct answer.

54-D

In *Kedarnath v. Gorie Mohammad*, it was observed by the Court that the agreement was enforceable being one supported by consideration in the form of a detriment to the promisee who had undertaken a liability to the contractors on the faith of the promise made by the promisor. Therefore, option (D) is correct.

55-D

Here Dikshit must file suit against both shopowners and the Mayor of the city. The Shopowners were not promisors, here the mayor was promisor who was not impleaded in the suit. Court stated that there was no consideration because the money was not spent by the plaintiff at the request of the defendants, but voluntarily for a third person and, thus, the contract was void (*Durga Prasad v. Baldeo*). Therefore, option (D) is correct.

56-B

Section 73 of the Indian Contract Act, 1872 states that while estimating the damages arising from a breach of contract, it is necessary that only reasonable expenses incurred by the aggrieved party are awarded. Therefore, in this case the private plane and five-star hotel are unreasonable expenses and Raju would only be entitled to claim reasonable expenses. Hence (B) is the correct answer.

57-A

Here, the act of the plaintiff is past consideration therefore minor is bound by his promise. Under Section 25 of the Indian Contract Act, it was held that the past consideration was a good consideration. Therefore, option (a) is correct.

58-B

The Indian Contract Act does not mandate that consideration must be good or valuable but it must be real and not illusory. The agreement is without consideration as the discount cannot be enforced as consideration for being unreal and illusory. Hence, the correct answer is an option (b).

59-C

In certain situations, awarding compensation or damages may not be adequate enough to compensate a party, and the aggrieved party can therefore ask for specific performance of the Contract under the Specific Relief Act, 1963.

Hence (C) is the correct answer.

60-D

In purpose of suit for specific performance is to compel the other party to do any act which he is legally obligated to do under the contract, however, if a person abstains from doing something in a contract then the aggrieved party can apply from the injunction, which would compel the other party to put forbid from doing a particular act.

Hence (D) is the correct answer.

61-D

According to the principles of the contract law, the doctrine of privity of contract ensures that a stranger to a contract can neither sue nor be sued by the parties to the contract. In the case of Price v Easton (1833)4B & Ad 433, it has been held that no one may be entitled to or bound by the terms of a contract to which he is not an original party. This ultimately means that the consideration which forms the basis for the valid contract must move from the promisee of the contract only, and by a third party to such a contract. Furthermore, a third party is not allowed to enforce a contract, even when the contract is made for his benefit. In other words, a stranger or an undisclosed principal is not allowed to sue and be sued on a contract.

62-C

It is amply clear even though a third party is not entitled to enforce a contract due to the doctrine of privity of contract, the application of this doctrine is not absolute and thus subject to certain exceptions under the contract law. The Law of Agency is another exception to the privity rule. In so far as the relationship between principal and agent is concerned, there is a privity of contract between them. The relationship between the agent and the third party comes into existence when the agent, acting within the scope of his authority, entered into a contract with the third party. However, where the contract with the third party is made by a sub-agent although the principal is a stranger to the contract, he can sue and be sued by the third party. Therefore, the second statement is untrue.

63-B

As per the Contract Law, the two aspects of the doctrine of privity of the contract are the burden aspect and the benefit aspect. As per the burden aspect, parties cannot by their contract impose liabilities or burden upon a third party since any contractual obligation upon a person who is a stranger to a contract is unjustified by law. The benefits aspect states that a stranger to a contract cannot take advantage arising out of contract and he can't sue upon the contract. This is similar to the doctrine of consideration which says that a person, who is not a party to consideration, does not have any right to sue upon the contract.

64-B

The assignment of contractual liabilities to a stranger is another exception to the doctrine of privity of contract. The general rule is that contractual liabilities cannot be assigned by the promisor to the third person without consent of the promisee. But there are certain circumstances when such an assignment may be made. According to Section 40 of the Indian Contract Act, where a contract is of impersonal nature, the promisor may employ a third person to perform his promise. Even though both the statements are correct, the latter is not the reason for the former as it is the exception in which assignment of contractual liability, without the consent of the promisee, can take place.

65-C

A quasi-contract is not a true contract it is the creation of law and given status of contracts. A quasi-contract does not have to possess essential requirements of an ordinary contract like obtaining express assent or express terms and conditions in a written binding instrument. The very basis of the formation of the quasi-contracts is that though they lack the essential requirements to be a contract even then for the sake of justice certain transactions are given special protection.

66-A

The principle of restitution is the central idea of the given paragraph. The courts seek to recover compensation for which the claimant is the rightful owner. Compensation can be in cash or some kind or form of service but generally, it is monetary relief. It is pertinent to prove that the good or service in question was received unjustly, unlawfully, fraudulently, or in a morally wrong.

67-D

According to Pollock & Mulla, there are certain justifications for which the doctrine of privity of contract under the contract law was propounded. Firstly, as a contract is based

on a mutual agreement, it would be unfair to impose obligations on a party who may not have given his consent to be bound. Secondly, enabling third parties to enforce contracts would affect or limit the rights of contracting parties to vary or terminate the contract. Thirdly, a third party may not have provided the consideration, and hence should not be able to enforce the contract. Lastly, the promisor is likely to face two actions, from the promisor and the third party.

68-D

General rule is that if Indian law is there, then there is no need to take aid from the law of some foreign nation but if Indian law does not cover the arising situation then help can be taken from other nation's law to guide the Courts. Similarly, the English law of quasi-contract or restitution is to be made applicable in India in respect of cases that fall outside Chapter V of the Indian Contract Act.

69-A

It is a general equitable principle that a person should not profit at another's expense and therefore should make restitution for the reasonable value of any property, services, or other benefits that have been unfairly received and retained. Quasi-contracts are designed to promote fair treatment, or equity, between the parties involved. The quasi-contracts are formed where legal agreements were not formed but should have been.

70-C

A quasi-contract is also known as an implied contract or a constructive contract. Where a true contract is missing the court presumes that there was a contract that regulates the transaction. As quasi-contracts are not contracts per se, assent from all parties is not mandatory. It is possible to impose a certain obligation without considering the intent of either party, Court is empowered to do so.

71-C

As per the principles of the contract law, the party repudiating the contract may nevertheless choose to perform when the time comes and the promisee will be bound to accept the same. The party keeping the contract alive is not absolved from tendering further performance of his own obligation under the contract. The principle is applicable to premature termination of a contract of employment. If the employee does not accept

the repudiation, the contract remains alive whether he is permitted to perform his duties or not. If the promisee does not accept the anticipatory repudiation, damages will be assessed at the time fixed for performance and the promisee takes the risk of market rate falling. If there was no acceptance, the contract remains alive for the benefit of both parties. Therefore, the correct option is (c) The damages are assessed at the time fixed for performance of the contract.

72-C

In considering whether there has been a repudiation of a contract by a party, the whole conduct of that party has to be assessed objectively, not subjectively in order to see whether there was an intention to abandon and refuse performance of the contract. Every minor irregularity in the performance of a contract cannot be seized upon as a repudiation so as to put a premature end to the contract. The court has to take into account the effect of the breach upon the contract as a whole. Therefore, the correct option is (c) the effect of the breach upon the contract must be considered as a whole.

73-C

The facts of the above-mentioned case are similar to the case of *Rash Behary Shaha v Nirttya Gopal Nundy*. The Calcutta High Court in the said case held that as there was no refusal on the part of Mr. A to perform his promise in its entirety within the meaning of Section 39 of the Indian Contract Act, and thus Mr. B was not entitled to rescind the contract. Therefore, the correct option is (c) both the contracts are not repudiated since there was no refusal altogether to perform the contract by the erring party.

74-A

In the case of *Gurdial Singh v Pearey Lai Malhari*, AIR 1982 Del 120, the Court up held that the money was paid by the plaintiff in part discharge of the consideration or to become due to them from him under the contract. It was a benefit or advantage received under the contract which the defendants were bound to restore, though the defendants may set off this amount against the plaintiff's claim such damage as they had sustained. Therefore, the correct option is (a) restitution.

75-D

In the case of *Sumpter v Hedges*, (1898) 1 QB 673 (CA), the court held that the contractor was entitled to get the value of the materials so used but not to any amount for working. He had abandoned the contract. The owner completed and occupied whatever he found on the ground. That could not be regarded as accepting or enjoying the benefit of the work done by the contractor. Therefore, the suit for quantum meruit

would not apply. Claim for restitution applies only when the plaintiff had received any monetary benefit in the contractual relation with the defendant and has also instituted a suit for damages. Here, the claim for damages is also not applicable as the defendant has not suffered any damage per se due to the acts of the plaintiff. Therefore, the correct answer is (d) none of the above

76-B

The acceptance of offer took place in only option B where one party offers and the other party accepts the offer which makes the contract. That's why option (B) is correct

77-C

Boy is minor as per the given principle in contract, no, contract is formed between A & B. To enter into a contract a person must attain the age of 18. Hence, option C is correct.

78-A

The communication of a proposal is complete when it comes to the information on the individual to whom it is made. As against the proposer. Hence proved option (A) is correct.

79-A

The offer of any service must be communicated between two or more parties, if any service is without any offer or communication then the person is not liable for any monetary remuneration. That is why option (A) is correct.

80-A

When communication of the offer is done with the knowledge party that it should have been made to. Completion of an offer and acceptance is a must. Hence option (A) is correct.

81-B

To constitute an attempt' within the meaning of Sec. 511, intention alone is not enough and there must be some overt act towards the commission of an offence, S did intend to import banned milk, but the actual import was of soya milk; thus, he cannot be held liable for an attempt to import a banned item. S's act is intrinsically useless or defective, thus it cannot be said that such act is an act towards the commission of an offence. The situation, in this case, could be equated with one where a person intending to hurt

another by administering poison administers a harmless substance (as he is cheated by the chemist from whom he purchased it), believing it to be poisonous, he can't be convicted of an attempt to do so.

82-B

As per the question, there was a contract to provide 50 tins of sunflower oil. Ram is entitled to 50 tins of sunflower oil or, to receive the measure of damages between the market price and contract price of the sunflower oil at the time of breach as per section 73 of ICA, 1872. Hence, option (b) is correct

83-C

According to section 73, ICA, 1872, there is no doubt that there is a breach of contract but not an absolute breach. Peter is entitled to payment for the three months for which he had performed but not for the 4th month. Hence, Option (c) is correct

84-C

It is considered a minor breach because nothing significant like - company details, testimonials, etc. have been skipped. A developer can easily add a team page even after completing the website. Hence, option (c) is correct.

85-B

In the present situation, half of the consignment was destroyed during the shipment. The whole consignment is insured for the amount of 100 crores. A would be liable for half of the amount i.e. 50 crores only, not for the whole amount of 100 crores.

Hence, option (b) is correct

86-D

According to section 73, ICA, 1872, the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement is known as a breach but there is no such agreement to deliver the mobile before the PUBG tournament. There is no breach so there would be no compensation. Hence, option (d) is correct

87-B

The privity rule or the doctrine of privity states that only the parties to a contract are the ones who have the authority to enforce it. However, there are certain exceptions like

contracts with minors, trusts, family arrangements etc, but the general principle stands the same. Hence 2) is the correct answer.

88-A

No contract has been created in the given scenario since X never accepted any offer by Y. Even if Y accepted the initial asking price of X, his offer to buy was not accepted by X, hence there is no creation of contract since offer and acceptance are essential for contract creation. Hence 1) is the correct answer.

89-B

Apart from the offer, acceptance and consideration, another important element of the contract is the “meeting of minds” or the Consensus ad idem. In this scenario, X is of the idea that a black cover has been delivered to him, which he discovers is white only after he had received it. Hence 2) is the correct answer.

90-C

In this scenario, the contract is valid and is made with consensus ad idem. The amount that X and Z charge are irrelevant here since the amount Y was aware of the amount that he was charged with. The principle of quantum meruit comes into effect here since X is liable to be paid for the amount of work done. Hence, 3) is the correct answer.

91-C

When a contract is made between the trustee of a trust and another party, the beneficiary of the trust can sue by enforcing their rights under the trust even if they are unfamiliar with the contract.

A trust was formed with Ravi as the beneficiary for a specified amount and share of the estate. Therefore, Ravi had the right to sue against the contract between Arjun and his father, even if he was not a party to it.

92-B

Under torts, the claim is for unliquidated damages, whereas for breach of contract, the suit is filed to seek liquidated damages which are already determined by the parties to the contract while entering into the contract. In torts, the amount of compensation is not predetermined by the parties to the suit, rather, it is at the discretion of the court to assess the amount of harm or loss suffered by the plaintiff and grants the damages accordingly.

93-B

Reasonable foreseeability is a test of remoteness in the law of torts. Therefore, according to this test, if the consequences of a wrongful act could have been foreseen by a reasonable man, they are not too remote. A person is liable for the Doctrine of the remoteness of damages in the law only when his wrongful conduct is directly related to the effect of his action.

94- A

The liability on the person who has committed a breach which may fairly and reasonably be considered as arising naturally from the breach. It is assumed for the purpose that a reasonable vendor understands the ordinary business practices and exigencies of his buyer's trade or business without the need for any special discussion or communication. Therefore, Bachan Singh is liable to pay the compensation also along with damages for the defective chain breaks.

95-D

When there is an absence of specific communication, a particular type of loss will fairly and reasonably be regarded as having been in the contemplation of the parties for the purpose of the general principle if there is a serious possibility or real danger or grave risk or grave danger of its occurrence. A loss may seem to be recoverable where the probability of its occurrence is less than an even chance but is nevertheless not very unusual and easily foreseeable.

96-B

When there is an absence of specific communication, a particular type of loss will fairly and reasonably be regarded as having been in the contemplation of the parties for the purpose of the general principle if there is a serious possibility or real danger or grave risk or grave danger of its occurrence. A loss may seem to be recoverable where the probability of its occurrence is less than an even chance but is nevertheless not very unusual and easily foreseeable.

In the present case defendant will not be liable for loss of woman as this injury is not foreseeable by defendant.

97-D

In the case of Carter v. White, (1883), a case with similar facts whereby the court held that the Agent's power to fill in the name of the drawer was not considered to be terminated upon the death of the principal if the principal empowered the agent.

98-B

In the case of *Trueman v. Loder* (1840), Court observed that it makes no sense whether the agent intended to retain the contract on his own account in a specific situation. The court stated that it was quite unfair to ask the principal to tell the whole world that he had revoked his agent's authority and that it should not be expected that he would contact someone with whom the agent was willing to enter into a deal and inform him of the termination.

99-C

If, after the expiration of the time so stipulated in the contract, the parties continue their relationship as principal and agent, a rebuttable presumption is raised that their relations are governed by the original contract and that the contract is renewed for a similar period. But, if the parties did not fix any appropriate time for the termination of the contract, the contract is deemed to be terminated after a reasonable time.

100-A

An agency may be revoked at the will of the principal when an agency is not coupled with an interest, and no third party's rights are involved. The party terminating the agency must show good cause. The Principal cannot escape the obligation but he is empowered to do whatever he desires to do with his business.

LAW OF TORTS

Q1. Read the following passage and answer the question

By analysing the need to modify the 19th-century rule of Strict Liability the apex court of India in M.C. Mehta case stated that Moreover the principle so established in Ryland v. Fletcher of strict liability cannot be used in the modern world, as the very principle was evolved in the 19th century, and in the period when the industrial revolution has just begun, this two-century-old principle of tortuous liability cannot be taken as it is in the modern world without modifications".

Justice Bhagwati also stated that the rule of strict liability evolved in the 19th century, the time when industrial developments were at the primary stage, in today's modern industrial society where hazardous or inherently dangerous industries are necessary to carry out development programmes, thus this old rule cannot be held relevant present-day day context. Also, one cannot feel inhibited by this rule which evolved in the context of a totally different social and economic structure. In India, the general rule of Ryland V. Fletcher is accepted, though the principle is needed to be modified in its application to the Indian consideration.

The difference between Strict and Absolute liability rules was laid down by the Supreme Court in M.C. Mehta v. Union of India, where the court explains as: Firstly, In Absolute Liability only those enterprises shall be held liable which are involved in hazardous or inherently dangerous activities, this implies that other industries not falling in the above ambit shall be covered under the rule of Strict liability. Secondly, the escape of a dangerous thing from one's own land is not necessary; it means that the rule of absolute liability shall be applicable to those injured within the premise and persons outside the premise. Thirdly, the rule of Absolute liability does not have an exception, whereas some exceptions were provided in the rule of Strict Liability. Also, in the case of Union of India V. Prabhakaran Vijay Kumar, the view of the constitutional bench was that the rule of MC Mehta is not subject to any type of exception. Fourthly, the Rule of Ryland V Fletcher applies only to the non-natural use of land but the new rule of absolute liability applies to even the natural use of land. If a person uses a dangerous substance which may be a natural use of land & if such substance escapes, he shall be held liable even though he has taken proper care. Further, the extent of damages depends on the magnitude and financial capability of the institute. Supreme Court also contended that: The enterprise must be held to be under an obligation to ensure that the hazardous or inherently dangerous activities in which it is engaged must be conducted with the

highest standards of safety and security and if any harm results on account of such negligent activity, the enterprise/institute must be held absolutely liable to compensate for any damage caused and no opportunity is to given to the enterprise to say that it had taken all reasonable care and that the harm caused without any negligence on his part

Question What is the extent of liability in case of absolute liability?

- A) Liability up to the amount of loss/damages that occurred.
- B) The amount of liability depends upon the financial capacity of the accused
- C) Liability up to the personal assets
- D) Liability up to the business assets

Q2. Read the passage and answer the question that follow.

The principle of strict liability evolved in the case of Rylands v Fletcher. In the year 1868, the principle of strict liability states that any person who keeps hazardous substances on his premises will be held responsible if such substances escape the premises and cause any damage. Going into the facts of the case, F had a mill on his land, and to power the mill, F built a reservoir on his land. Due to some accident, the water from the reservoir flooded the coal mines owned by R. Subsequently, R filed a suit against F. The Court held that the defendant built the reservoir at his own risk, and in course of it, if any accident happens then the defendant will be liable for the accident and escape of the material.

Going by the principle laid in this case, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes then such person will be answerable for the damage caused. The person from whose property such a substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part, but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorise a liability under the head of strict liability.

The rule of absolute liability, in simple words, can be defined as the rule of strict liability minus the exceptions. In India, the rule of absolute liability evolved in the case of MC Mehta v Union of India. This is one of the most landmark judgments which relates to the concept of absolute liability.

The facts of the case are that some oleum gas leaked in a particular area in Delhi from the industry. Due to the leakage, many people were affected. The Apex Court then evolved the rule of absolute liability on the rule of strict liability and stated that the defendant would be liable for the damage caused without considering the exceptions to the strict liability rule.

Question: X owns a large estate that has a huge orchard of various types of plants. Y owns a neighbouring farm and owns 5 goats. One night, one of Y's goats enters X's orchard and eats leaves and flowers of a poisonous weed plant. Decide the liability.

- A) X is liable to pay compensation to Y because of the loss caused due to goats death
- B) X is liable to pay compensation to Y because having a poisonous plant in his orchard gives rise to strict liability
- C) X is not liable to compensate Y for the loss since the loss was caused due to the goat's intrusion
- D) Y is liable to compensate X since the goat trespassed X's estate

Q3. Read the passage and answer the question that follow.

The principle of strict liability evolved in the case of Rylands v Fletcher. In the year 1868, the principle of strict liability states that any person who keeps hazardous substances on his premises will be held responsible if such substances escape the premises and cause any damage. Going into the facts of the case, F had a mill on his land, and to power the mill, F built a reservoir on his land. Due to some accident, the water from the reservoir flooded the coal mines owned by R. Subsequently, R filed a suit against F. The Court held that the defendant built the reservoir at his own risk, and in course of it, if any accident happens then the defendant will be liable for the accident and escape of the material.

Going by the principle laid in this case, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes then such person will be answerable for the damage caused. The person from whose property such a substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part, but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorise a liability under the head of strict liability.

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Question: X and Y are two residents of society. X stays at the top floor and Y stays at a floor lower than X. They both decide to construct a rainwater harvesting unit on the roof, and the materials needed for it. One day the rainwater harvesting unit leaks which cause water to seep into X's house. X sues Y for the damages. Decide.

- A) Y is not liable since the rainwater leaking is an act of God
- B) Y is liable is since rain might be act of God but the idea of harvesting it makes it man-made
- C) Y is not liable since the rainwater harvesting unit was constructed with the consent of both
- D) Y is liable as he should have constructed the rainwater harvesting unit keeping in mind that leakage can occur

Q4. Read the passage and answer the question that follow.

The principle of strict liability evolved in the case of *Rylands v Fletcher*. In the year 1868, the principle of strict liability states that any person who keeps hazardous substances on his premises will be held responsible if such substances escape the premises and cause any damage. Going into the facts of the case, F had a mill on his land, and to power the mill, F built a reservoir on his land. Due to some accident, the water from the reservoir flooded the coal mines owned by R. Subsequently, R filed a suit against F. The Court held that the defendant built the reservoir at his own risk, and in course of it, if any accident happens then the defendant will be liable for the accident and escape of the material.

Going by the principle laid in this case, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes then such person will be answerable for the damage caused. The person from

whose property such a substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part, but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorise a liability under the head of strict liability.

The rule of absolute liability, in simple words, can be defined as the rule of strict liability minus the exceptions. In India, the rule of absolute liability evolved in the case of *MC Mehta v Union of India*. This is one of the most landmark judgments which relates to the concept of absolute liability.

The facts of the case are that some oleum gas leaked in a particular area in Delhi from the industry. Due to the leakage, many people were affected. The Apex Court then evolved the rule of absolute liability on the rule of strict liability and stated that the defendant would be liable for the damage caused without considering the exceptions to the strict liability rule.

Question: X is in-charge of the waste disposal unit of a pesticide factory. The pesticide factory has all the necessary permits needed for the manufacturing of the pesticides. All the waste products of the pesticide factory are disposed of at a reservoir that is located 5 kilometres away from the factory and any residential area. Y owns a large estate around 2 kilometres away from the reservoir, and owns three horses. One day one of the horses escapes from the estate and drinks water from the waste disposal reservoir and dies. Y sues the factory and X. Decide.

- A) X is not liable for the loss of Y, but the factory is
- B) X is liable for the loss that Y faced since he should not dump waste inappropriately
- C) The factory is liable because of the doctrine of "strict liability"
- D) Neither the factory nor X is liable for the loss caused to Y since the waste was dumped appropriately

Q5. Read the passage and answer the question that follow.

The principle of strict liability evolved in the case of *Rylands v Fletcher*. In the year 1868, the principle of strict liability states that any person who keeps hazardous substances on his premises will be held responsible if such substances escape the premises and cause any damage. Going into the facts of the case, F had a mill on his land, and to power the mill, F built a reservoir on his land. Due to some accident, the

water from the reservoir flooded the coal mines owned by R. Subsequently, R filed a suit against F. The Court held that the defendant built the reservoir at his own risk, and in course of it, if any accident happens then the defendant will be liable for the accident and escape of the material.

Going by the principle laid in this case, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes then such person will be answerable for the damage caused. The person from whose property such a substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part, but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorise a liability under the head of strict liability.

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Question: X owns a small pet shop which he runs on lease in a small locality. Y is an animal enthusiast who is planning an NGO for stray dog's adoption. Y opens his office just 500 metres away from X's shop. This causes the majority of the people to adopt dogs, and this leads to X facing a loss in business which ultimately led him to shut his shop and relocate. X now files a suit against him for damages. Decide.

- A) Y is not liable for any damages since there is no legal right of X that he has infringed
- B) Y is liable for damages since his right to life has been infringed
- C) Y is not liable for any damages since the NGO is for a noble cause and not profit-making
- D) Y is liable for damages since he needed X's consent before opening the NGO near his shop

Q6. Read the passage and answer the question that follow.

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Question: X is a huge fan of movies and takes part in small enactments since his school time. When a movie gets scheduled to be shot in his town, he turns up for the audition. X is chosen to play the role of a vendor in the movie. His scene is supposed to be shot from a drone. However, while shooting, the drone malfunctions and falls on X leaving him with multiple injuries. Decide.

A) X is not liable for any damages because of the principle "volenti non fit injuria"

- B) X is liable to be paid the damages since he was auditioned and selected for the role, hence his safety is the crew's responsibility
- C) X is not liable to be paid for any damages because the drone malfunctioning was not a circumstance to be reasonably foreseen by the crew
- D) X is liable to be paid the damages since his scene could have been shot with the conventional camera

Q7. Read the given passage very carefully and answer the question.

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process. Professor Winfield has the following to say about the law of malicious prosecution: "It had to make its way between two competing principles, -freedom of action that every man should have in bringing criminals to justice and the necessity for checking lying accusations of innocent people. For some time the judges oscillated between apprehension of scarring off a just accuser and fear of encouraging a malicious one." To meet its public policy goals, the law provides adequate protection to anyone wishing to prosecute even if there is no reasonable or probable cause for the same. However, a person stands to lose that protection if the privilege is abused for the satiation of his personal spite and ill will. Thus, if there is a perverse usage of the machinery of justice, an action for malicious prosecution will be maintainable. There must have been a prosecution initiated by the defendant. The word 'prosecution' means a proceeding in a court of law charging a person with a crime. To prosecute is to set the law in motion and the law is set in motion only by an appeal to some person clothed. The person to be sued is the person who was 'actively instrumental in putting the law in force. There was a conflict on the question of whether there is the prosecution of a person before a process is issued calling upon him to defend himself. One view was that a prosecution began only when the process was issued and there could be no action when a magistrate dismissed a complaint under section 203 of the code of criminal procedure. The other view was that a prosecution commenced as soon as a charge was made before the court and before the process was issued to the accused.

Question : Malicious Prosecution balance between two competing interests which are those two competing interests?

- A) Freedom to take action and keep a check on false accusations

- B) Freedom to express and keep a check on lies told on social platforms
- C) Freedom to expression and limiting the unnecessary litigation on trivial matters
- D) All of the above

Q8. Read the given passage very carefully and answer the question.

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Question MUNISH after losing his business to JAGDISH due to unpaid debt, threatened JAGDISH that he will take revenge and sue JAGDISH for cheating him. JAGDISH thought of taking a civil action against MUNISH what are the remedies available to him?

- A) Damages for the tort of malicious prosecution
- B) Damages for the tort of defamation

- C) Damages for the tort of trespassing his business
- D) None of the above

Q9. Read the given passage very carefully and answer the question.

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Question Which of the following is not an essential ingredient for the tort of malicious prosecution?

- A) False prosecution by the plaintiff against the defendant
- B) Without any actual reasonable cause
- C) With malicious intentions to harass the plaintiff
- D) None of the above

Q10. Read the following passage and the question.

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort, making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams). This doctrine is based on the idea that “no man can enforce a right that he himself has waived or voluntarily abandoned”. However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be expressed or implied.

The consent must be free, For this defence to be available it is important to show that the consent of the plaintiff was freely given. Consent obtained by fraud is not real consent and does not serve as a good defence. Consent obtained under compulsion There is no consent when someone consents to an act without free will or under some compulsion. It is also applicable in cases where the person giving consent does not have full freedom to decide. This situation generally arises in a master-servant relationship where the servant is compelled to do everything that his master asks him to do. The defense of Volenti non fit injuria is also not applicable in cases of negligence as the basic constituent of the doctrine is consent- whether implied or expressed. But, if due to some act of the defendant, the plaintiff is not left with ample time to choose to provide consent or not, there can be no agreement to suffer harm from the said act.

Question - Rishi took his car to fill the petrol in it. Two strangers named Neeraj and Ali took a lift in the car. The car got toppled due to some problem with the wheel. Neeraj and Ali fell out of the car and they suffered some injuries leading to the death of Ali. What is the liability of Rishi?

- A) He is liable for murdering Ali
- B) No liability arises because they voluntarily took the lift
- C) No liability arises because it was merely an accident
- D) He is liable for committing grievous hurt to Neeraj and the death of Ali

Q11. Read the given passage very carefully and answer the question.

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation.

The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process. Professor Winfield has the following to say about the law of malicious prosecution: "It had to make its way between two competing principles, -freedom of action that every man should have in bringing criminals to justice and the necessity for checking lying accusations of innocent people. For some time the judges oscillated between apprehension of scarring off a just accuser and fear of encouraging a malicious one." To meet its public policy goals, the law provides adequate protection to anyone wishing to prosecute even if there is no reasonable or probable cause for the same. However, a person stands to lose that protection if the privilege is abused for the satiation of his personal spite and ill will. Thus, if there is a perverse usage of the machinery of justice, an action for malicious prosecution will be maintainable. There must have been a prosecution initiated by the defendant. The word 'prosecution' means a proceeding in a court of law charging a person with a crime. To prosecute is to set the law in motion and the law is set in motion only by an appeal to some person clothed. The person to be sued is the person who was 'actively instrumental in putting the law in force. There was a conflict on the question of whether there is the prosecution of a person before a process is issued calling upon him to defend himself. One view was that a prosecution began only when the process was issued and there could be no action when a magistrate dismissed a complaint under section 203 of the code of criminal procedure. The other view was that a prosecution commenced as soon as a charge was made before the court and before the process was issued to the accused.

Question : Relief against malicious prosecution can be asked for which of the following damages by the plaintiff?

- A) Damage to reputation
- B) Damage to person
- C) Damage to property
- D) All of the above

Q12. Read the given passage very carefully and answer the question.

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Question Which of the following statements is incorrect?

- A) Malicious prosecution consists of instituting unsuccessful criminal, bankruptcy, or liquidation proceedings.
- B) Malicious prosecution consists of instituting unsuccessful legal proceedings, civil or criminal.
- C) Action for malicious prosecution will not succeed if no damage results thereby.
- D) The criminal prosecution should be without any reasonable or probable cause.

Q13. Read the following passage and the question.

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort, making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams). This doctrine is based on the idea that "no man can enforce a right that he himself has waived or voluntarily abandoned". However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily

suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be expressed or implied.

The consent must be free, For this defence to be available it is important to show that the consent of the plaintiff was freely given. Consent obtained by fraud is not real consent and does not serve as a good defence. Consent obtained under compulsion There is no consent when someone consents to an act without free will or under some compulsion. It is also applicable in cases where the person giving consent does not have full freedom to decide. This situation generally arises in a master-servant relationship where the servant is compelled to do everything that his master asks him to do. The defense of Volenti non fit injuria is also not applicable in cases of negligence as the basic constituent of the doctrine is consent- whether implied or expressed. But, if due to some act of the defendant, the plaintiff is not left with ample time to choose to provide consent or not, there can be no agreement to suffer harm from the said act.

Question - Abha, a renowned academician has recently got a lot of public attention on social media. A famous production house offered Abha money to give them the right to document her life. When the show got aired Abha sued the production house for revealing some parts of her life which caused her trouble. Here-

- A) Abha cannot sue the production house
- B) Abha can sue the production house if she did not consent to a specific part being aired
- C) Abha can only file a criminal case of defamation
- D) Abha shouldn't have agreed to get herself documented in the first place

Q14. Read the following passage and the question.

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Question - Rajani a 54-year-old woman complained of sharp pain in her chest area and also noticed woman noticed a lump in her breast. After the medical treatment, she got to know that her uterus has been removed. Here-

- A) The hospital authorities committed a breach of trust
- B) The hospital authorities are liable because Rajani did not consent to remove her uterus
- C) The hospital authorities cannot be held liable because it is covered by the doctrine of volenti fit injuria
- D) Hospital authorities are not liable because Rajani is 54 years old and she cannot conceive at this age so no injury is caused to her

Q15.Read the following passage and the question.

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Question - Stephy is the plaintiff her paramour Jojo had infected her with a venereal disease. Stephy brought a suit against him.

- A) Jojo is not liable because he did not commit any fraud
- B) Jojo is liable for committing an immoral act
- C) Stephy cannot sue Jojo as she was not chaste
- D) The action will survive

Q16. Read the following passage and the question.

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Question - Pratik worked on a drill to cut mountain rocks. Stones were being carried using a crane above his head. While Pratik was working suddenly a stone fell on his head causing head injuries.

- A) Crane driver was negligent as they did not inform him.
- B) Crane driver is not liable because Pratik has knowledge of risk.
- C) The maxim volenti non fit injuria applies in the present case.
- D) Crane driver is liable only if Pratik ignores the safety instructions but still the maxim volenti non fit injuria doesn't apply.

Q17. Read the following passage and the question.

The tort of trespass can be defined as an unjustifiable physical interference of land in the possession of one party by another. The tort of trespass requires essentially only the possession of land by the plaintiff and just encroachment in some way by the defendant. There requires no force, unlawful intention, or damage nor the breaking of an enclosure. The express mention of the word interference is mainly there to imply permission. Permission to encroach onto one's land can either be obtained by the person in possession or under authority. One of the most important ingredients of a tort of trespass is the fact that the land in question which has been encroached upon essentially needs to be in the direct possession of the plaintiff and not just mere physical presence on it. Another essential provision of the tort of trespass includes the directness of the act. If the act is direct i.e. arising out of the natural consequences of the act of the defendant then it is valid. If the consequences of the act are a result of a remote effect of an act then it is not held to be a valid suit. Trespass, be it against a human or his property, needs to establish the fact that there was a common goal i.e. the objective is that there needs to be an intervention with the person's right to retain land or the fact of maintaining a right to personal dignity.

The tort of trespass can be safely segregated into two halves which are Criminal trespass and trespass to land or property. The principle in the cases of both is the same i.e. there should be a wrongful interference. In the case of Land trespass, it is to be noted that though everyone has a right to the enjoyment of property one cannot sue for aerial trespass if the trespass is such that it doesn't clash with the ordinary enjoyment of

Land. Furthermore, in the case of land, it is to be seen if the act is direct or indirect i.e. if the trespass is not the natural consequence of the act done. Then the tort does not apply. Mistake or ignorance is not a remedy to trespass.

Question - Vishudh erects a tree that leads to the growth of branches and boughs and roots onto the land of the Praveen. Praveen can bring an action of-

- A) Tort of trespass
- B) Tort of nuisance
- C) Both trespass and nuisance
- D) Praveen cannot bring any action as it is an Act of God

Q18. Read the following passage and the question.

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Question - The municipal corporation had constructed a bridge and to support the infrastructure they erected buttresses on Sunita's land and after completion of work did not remove them

- A) The authorities were not liable to pay compensation
- B) There can be no action against government bodies
- C) The authorities are not liable because this is public welfare work and some inconvenience to the public cannot be held liable for action
- D) The authorities were liable to pay full compensation and had a further action in continuing trespass in which they were held liable

Q19. Read the following passage and the question.

The tort of trespass can be defined as an unjustifiable physical interference of land in the possession of one party by another. The tort of trespass requires essentially only the possession of land by the plaintiff and just encroachment in some way by the defendant. There requires no force, unlawful intention, or damage nor the breaking of an enclosure. The express mention of the word interference is mainly there to imply permission. Permission to encroach onto one's land can either be obtained by the person in possession or under authority. One of the most important ingredients of a tort of trespass is the fact that the land in question which has been encroached upon essentially needs to be in the direct possession of the plaintiff and not just mere physical presence on it. Another essential provision of the tort of trespass includes the directness of the act. If the act is direct i.e. arising out of the natural consequences of the act of the defendant then it is valid. If the consequences of the act are a result of a remote effect of an act then it is not held to be a valid suit. Trespass, be it against a human or his property, needs to establish the fact that there was a common goal i.e. the objective is that there needs to be an intervention with the person's right to retain land or the fact of maintaining a right to personal dignity.

The tort of trespass can be safely segregated into two halves which are Criminal trespass and trespass to land or property. The principle in the cases of both is the same i.e. there should be a wrongful interference. In the case of Land trespass, it is to be noted that though everyone has a right to the enjoyment of property one cannot sue for aerial trespass if the trespass is such that it doesn't clash with the ordinary enjoyment of Land. Furthermore, in the case of land, it is to be seen if the act is direct or indirect i.e. if the trespass is not the natural consequence of the act done. Then the tort does not apply. Mistake or ignorance is not a remedy to trespass.

Question - Raghav filed a tort suit against Airjet Airlines for trespassing on his airspace and encroaching upon his right to freely enjoy his property. Here the action brought by Raghav will-

- A) File a tort suit of trespass against Jitendra
- B) Survive
- C) Survive if Raghav proves that aeroplanes enter his land
- D) The tort of trespass is not applicable to aerial space

Q20. Read the following passage and the question.

The tort of trespass can be defined as an unjustifiable physical interference of land in the possession of one party by another. The tort of trespass requires essentially only the possession of land by the plaintiff and just encroachment in some way by the defendant. There requires no force, unlawful intention, or damage nor the breaking of an enclosure. The express mention of the word interference is mainly there to imply permission. Permission to encroach onto one's land can either be obtained by the person in possession or under authority. One of the most important ingredients of a tort of trespass is the fact that the land in question which has been encroached upon essentially needs to be in the direct possession of the plaintiff and not just mere physical presence on it. Another essential provision of the tort of trespass includes the directness of the act. If the act is direct i.e. arising out of the natural consequences of the act of the defendant then it is valid. If the consequences of the act are a result of a remote effect of an act then it is not held to be a valid suit. Trespass, be it against a human or his property, needs to establish the fact that there was a common goal i.e. the objective is that there needs to be an intervention with the person's right to retain land or the fact of maintaining a right to personal dignity.

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Question - Jitendra by adverse possession absolved his right to possession over Nihal's land. Nihal can-

- A) File a tort suit of trespass against Jitendra
- B) File a tort suit of assault against Jitendra
- C) File a tort suit of nuisance against Jitendra
- D) File a tort suit of nuisance against Jitendra

Q21. Read the following passage and the question.

The tort of trespass can be defined as an unjustifiable physical interference of land in the possession of one party by another. The tort of trespass requires essentially only the possession of land by the plaintiff and just encroachment in some way by the defendant. There requires no force, unlawful intention, or damage nor the breaking of an enclosure. The express mention of the word interference is mainly there to imply permission. Permission to encroach onto one's land can either be obtained by the person in possession or under authority. One of the most important ingredients of a tort of trespass is the fact that the land in question which has been encroached upon essentially needs to be in the direct possession of the plaintiff and not just mere physical presence on it. Another essential provision of the tort of trespass includes the directness of the act. If the act is direct i.e. arising out of the natural consequences of the act of the defendant then it is valid. If the consequences of the act are a result of a remote effect of an act then it is not held to be a valid suit. Trespass, be it against a human or his property, needs to establish the fact that there was a common goal i.e. the objective is that there needs to be an intervention with the person's right to retain land or the fact of maintaining a right to personal dignity.

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Question - By court order, Mr.Das Searched and seized some goods from the house of Mahesh.

- A) Mr. Das illegally committed a trespass
- B) Mr. Das is innocent
- C) Mahesh has every right to throw Mr. Das out of his premises

D) Mahesh can use aggressive means to defend his property against encroachment

Q22. Read the following passage and answer the question

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams).

This doctrine is based on the idea that “no man can enforce a right that he himself has waived or voluntarily abandoned”. However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be express or implied.

The consent must be free, For this defence to be available it is important to show that the consent of the plaintiff was freely given. Consent obtained by fraud is not real consent and does not serve as a good defence. Consent obtained under compulsion There is no consent when someone consents to an act without free will or under some compulsion. It is also applicable in cases where the person giving consent does not have full freedom to decide. This situation generally arises in a master-servant relationship where the servant is compelled to do everything that his master asks him to do. The defense of Volenti non fit injuria is also not applicable in cases of negligence as the basic constituent of the doctrine is consent- whether implied or expressed. But, if due to some act of the defendant, the plaintiff is not left with ample time to choose to provide consent or not, there can be no agreement to suffer harm from the said act.

Question: Abha a renowned academician recently got a lot of public attention on social media. A famous production house offered Abha money to give them the right to document her life. When the show got aired Abha sued the production house for revealing some parts of her life which caused her trouble. Here-

- A) Abha cannot sue the production house
- B) Abha can sue the production house if she did not consent to a specific part being aired
- C) Abha can only file a criminal case of defamation
- D) Abha shouldn't have agreed to get herself documented in the first place

Q23. Read the following passage and answer the question

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams).

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Question : Rajani a 54-year-old woman complained of sharp pain in her chest area and also noticed woman noticed a lump in her breast. After the medical treatment, she got to know that her uterus has been removed. Here-

- A) The hospital authorities committed a breach of trust
- B) The hospital authorities are liable because Rajani did not consent to remove her uterus
- C) The hospital authorities cannot be held liable because it is covered by the doctrine of volenti fit injuria
- D) Hospital authorities are not liable because Rajani is 54 years old and she cannot conceive at this age so no injury is caused to her

Q24. Read the following passage and answer the question

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams).

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Question: Stephy is the plaintiff her paramour Jojo had infected her with a venereal disease. Stephy brought a suit against him.

- A) Jojo is not liable because he did not commit any fraud
- B) Jojo is liable for committing an immoral act
- C) Stephy cannot sue Jojo as she was not chaste
- D) The action will survive

Q25. Read the following passage and answer the question

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams).

This doctrine is based on the idea that “no man can enforce a right that he himself has waived or voluntarily abandoned”. However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be express or implied.

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Question :Pratik worked on a drill to cut mountain rocks. Stones were being carried using a crane above his head. While Pratik was working suddenly a stone fell on his head causing head injuries.

- A) Crane driver was negligent as they did not inform him.
- B) Crane driver is not liable because Pratik has knowledge of risk.
- C) The maxim volenti non fit injuria applies in the present case.
- D) Crane driver is liable only if Pratik ignores the safety instructions but still the maxim volenti non fit injuria doesn't apply.

Q26.Read the passage and answer the question

In National Insurance Co. Ltd. v. Sivasankara Pillai (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not

implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

The Tribunal held that the liability of the bus driver is 50%. If the contention of the appellant is accepted, the insurance company can be directed to deposit the entire amount and recover 50% of the amount from the owner of the lorry. If it is done, the liability will be mulcted on them without affording them an opportunity to defend their case. Even if notice is issued at this distance of time, it may not be possible for the owner of the lorry to remember who was the driver at that time and to find out his address. He also may not remember who is the insurer of the lorry at that time. He may not also be able to produce any evidence at this distance of time by citing witnesses to prove negligence. Records also may not be available in the police station after about more than 13 years. The bus driver, owner, and insurer were made as parties. After considering the evidence, the bus driver (R2) was found to be 50% negligent, and the owner of the bus, being vicariously liable, was also made liable for paying 50% of the compensation granted jointly and severally being joint tortfeasors and insurance company was directed to indemnify it.

Question : A and B went out to watch a movie together on Sunday afternoon. On their way to the theater, they stopped at a supermarket to buy some fruits. B went to the market to get the fruits. While being in a hurry, A parked his truck wrongly and was waiting for B in the truck. Meanwhile, a rashly and negligently driven bus came and hit A's truck. As a consequence, A suffered injury. Determine whether A can claim damages.

- A) A cannot claim damages
- B) A can claim damages from the bus driver
- C) The bus driver can claim damages from A for his damaged bus
- D) B can claim damages from the bus driver

Q27. Read the passage and answer the question

In *National Insurance Co. Ltd. v. Sivasankara Pillai* (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

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Question : On the occasion of Diwali, P and Q brought fire-crackers to celebrate. In the evening, a few other members residing in the locality also joined P and Q to celebrate Diwali together. P and Q started to fire the crackers as a part of the celebration. However, they were negligent in firing crackers which could hurt others. Meanwhile, due to crackers fired by P and Q, the cracker went straight inside another building, and the woman residing in that building sustained severe burns. Determine the liability of P and Q.

- A) P and Q are not liable jointly
- B) P and Q are not liable severally
- C) P and Q are liable jointly and severally
- D) P is liable for causing injury to the woman by the fire-crackers

Q28. Read the passage and answer the question

In *National Insurance Co. Ltd. v. Sivasankara Pillai* (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

The Tribunal held that the liability of the bus driver is 50%. If the contention of the appellant is accepted, the insurance company can be directed to deposit the entire amount and recover 50% of the amount from the owner of the lorry. If it is done, the liability will be mulcted on them without affording them an opportunity to defend their case. Even if notice is issued at this distance of time, it may not be possible for the owner of the lorry to remember who was the driver at that time and to find out his address. He also may not remember who is the insurer of the lorry at that time. He may not also be able to produce any evidence at this distance of time by citing witnesses to prove negligence. Records also may not be available in the police station after about more than 13 years. The bus driver, owner, and insurer were made as parties. After considering the evidence, the bus driver (R2) was found to be 50% negligent, and the owner of the bus, being vicariously liable, was also made liable for paying 50% of the compensation granted jointly and severally being joint tortfeasors and insurance company was directed to indemnify it.

Question : X, a resident in the Kayam Nagar area of Rampur, wrote two letters, one to the member of the council and the other to the editor of the magazine, The Villager, as an official organ of the Kayam Nagar Association. The magazine published The Villager as desired by X. Those letters were found to be defamatory against one Y.

Who can Y hold liable for publishing the defamatory letters?

- A) Y cannot hold liable anyone because the letters are sent to the editor and member of the council
- B) Y entitled to get compensation from the editor
- C) Y cannot hold liable X for publishing The Villager.
- D) Y can sue both, or either of X and the editors and printers for publishing the defamatory letter

Q29. Read the passage and answer the question

In National Insurance Co. Ltd. v. Sivasankara Pillai (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

The Tribunal held that the liability of the bus driver is 50%. If the contention of the appellant is accepted, the insurance company can be directed to deposit the entire amount and recover 50% of the amount from the owner of the lorry. If it is done, the liability will be mulcted on them without affording them an opportunity to defend their

case. Even if notice is issued at this distance of time, it may not be possible for the owner of the lorry to remember who was the driver at that time and to find out his address. He also may not remember who is the insurer of the lorry at that time. He may not also be able to produce any evidence at this distance of time by citing witnesses to prove negligence. Records also may not be available in the police station after about more than 13 years. The bus driver, owner, and insurer were made as parties. After considering the evidence, the bus driver (R2) was found to be 50% negligent, and the owner of the bus, being vicariously liable, was also made liable for paying 50% of the compensation granted jointly and severally being joint tortfeasors and insurance company was directed to indemnify it.

Question: D a contractor took works contract of filling the potholes on the Vayu Road, Near Sneha Residency. One supervisor, C, was assigned to supervise the work on behalf of D as principal. While supervising the workers for filling the potholes on that Road, agent C negligently missed putting a warning sign board in front of a pothole. P was riding his daughter on the way to school and accidentally fell in that pothole and was injured. Determine the liability.

- A) C and D are liable jointly and severally
- B) Only C is liable to compensate P and his daughter
- C) Only D is liable to compensate P
- D) C and D cannot be held liable as the contract was made by the State Government

Q30. Read the passage and answer the question

In *National Insurance Co. Ltd. v. Sivasankara Pillai* (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would

have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

The Tribunal held that the liability of the bus driver is 50%. If the contention of the appellant is accepted, the insurance company can be directed to deposit the entire amount and recover 50% of the amount from the owner of the lorry. If it is done, the liability will be mulcted on them without affording them an opportunity to defend their case. Even if notice is issued at this distance of time, it may not be possible for the owner of the lorry to remember who was the driver at that time and to find out his address. He also may not remember who is the insurer of the lorry at that time. He may not also be able to produce any evidence at this distance of time by citing witnesses to prove negligence. Records also may not be available in the police station after about more than 13 years. The bus driver, owner, and insurer were made as parties. After considering the evidence, the bus driver (R2) was found to be 50% negligent, and the owner of the bus, being vicariously liable, was also made liable for paying 50% of the compensation granted jointly and severally being joint tortfeasors and insurance company was directed to indemnify it.

Question : Y has a dog whom he takes for walks in the evening. In the absence of Y, one servant, Z, takes the dog for a walk in the evening. The master of the dog Y always harnessed the dog before taking the dog out for a walk. One evening, while Y was out of town for his meeting, Z took out the dog for a walk without harnessing him. Walking down a few miles with the dog, suddenly the dog went violent and started to chase a man and bite him. Determine the liability.

- A) Z is not liable for the Act of the dog.
- B) Y and Z are equally liable for the Act of the dog
- C) Y is not liable for the wrongful Act of Z.
- D) Z cannot be sued for liability in the capacity of being a servant.

Q31. Read the following passage carefully and answer the question

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: (1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff. Under the first element, a legal duty to a standard of due care,

the plaintiff must prove the defendant had a duty to conform to a standard of conduct for the protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care, and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to do its best to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of the applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates a breach of the duty of care; these include actions against the custom in an industry, violation of a statute or, in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by the plaintiff, to show, therefore, that a breach of the duty must have occurred. After demonstrating there was a duty, and it has been breached by the defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that, but for the defendant's negligent conduct, which could be either the defendant's Act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. The proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages.

Question : Which of the following is not an essential factor to prove negligence?

- A) The defendant owed a duty of care
- B) The defendant should know he owed a duty of care
- C) The defendant should have breached the duty of care
- D) The breach of duty should result in injury

Q32. Read the following passage carefully and answer the question

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a *prima facie* case of negligence in *Johnson v. American National Red Cross* as follows: (1) a legal duty to conform to a standard of conduct; (2) a breach of

this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff. Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for the protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care, and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to do its best to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of the applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates a breach of the duty of care; these include actions against the custom in an industry, violation of a statute or, in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by the plaintiff, to show, therefore, that a breach of the duty must have occurred. After demonstrating there was a duty, and it has been breached by the defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that, but for the defendant's negligent conduct, which could be either the defendant's Act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. The proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages.

Question : A, who is a railway station employee, sees that B has left his bag on the station, and to help B, he throws the bag towards the moving train. However, the bag contained fireworks which exploded and caused injury to another passenger C. Decide.

- A) The Railway would be liable for negligence
- B) B would be liable for negligence
- C) Both Railway and B would be liable for negligence
- D) Nobody would be liable for negligence

Q33. Read the following passage carefully and answer the question

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Question : ABC Company constructed an office for Municipal Corporation with a life span of 40 years. However, the building was not maintained and collapsed after 50 years and injured some people, then the duty of care in this scenario would be of:

- A) The Builder
- B) The Municipal Corporation
- C) The State Government

D) No duty of care is required in this scenario

Q34. Read the following passage carefully and answer the question

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Question : A constructed a dam on a river, however, due to unexpected heavy rainfall the dam broke which caused injury to the village people, Decide.

A) A would be liable for negligence

B) The workers of the dam would be liable for negligence

- C) The Construction material manufacturer would be liable for negligence
- D) Nobody would be liable for negligence

Q35. Read the following passage carefully and answer the question

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Question : Which of the following is an example of Contributory negligence?

- A) A while driving and using his mobile meets with an accident with a small kid

- B) A while driving a car and using his mobile meets with an accident with another driver who is driving on the wrong side
- C) A while driving car using his mobile crashes into a house without injuring anybody
- D) A while driving car using his mobile crashes into a tree which falls on another person's car

Q36. Read the given passage very carefully and answer the questions.

Any intentional false communication, either written or spoken, that harms a person's reputation; decreases the respect, regard or confidence in which a person is held; or induces disparaging, hostile or disagreeable opinions or feelings against a person is known as defamation. Defamation is the act of making untrue statements about another which damages his/her reputation. It is a statement that injures someone's reputation. Defamation is the act of saying false things in order to make people have a bad opinion of someone. Defamation may be defined as a communication to some person, other than the person defamed, of the matter which tends to lower the plaintiff in the estimation of right-thinking persons or to deter them from associating or dealing with him. Defamation is a wrong done by a person to another's reputation by words, written or spoken, sign or other visible representation. Defamation is of two kinds Libel and Slander. If the statement is made in writing and published in some permanent and visible form, then defamation is called Libel. Whereas, if the statement is made by some spoken words then the defamation is called Slander.

Defamation may be a civil charge or a criminal charge under Sections 499 and 500 of IPC. Section 499 Of IPC: Whoever by words, either spoken or intended to be read, or by signs or by visible representations, makes or publishes any imputation concerning any person intending to harm, or knowing or having reason to believe that such imputation will harm, the reputation of such person is said to defame that person. Section 500 of IPC: Whoever defames another shall be punished with simple imprisonment for a term which may extend to two years or with a fine or both. A victim, to win a lawsuit, has to prove that a false statement was made and published, and the same caused injury to the reputation of the victim. However, there are defences which can be raised such as a true statement or if it was a fair and honest comment or criticism made in the public interest.

Question: Two employees in an office wanted to poke fun at their colleague and began to reveal sensitive messages he had sent to other female colleagues in the office. He wished to sue them for defamation. Will he succeed?

- A) Yes, their publication was with the intention to injure his reputation.

- B) Yes, such communication brought him great shame in his workplace.
- C) No, since the publication was not false but of matter that happened
- D) No, since the employees only wished to poke fun and not injure his reputation.

Q37. Read the given passage very carefully and answer the questions.

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Question: The Chief Minister was regularly criticised by the people for his strange policies. One such journalist published very scathing remarks on his administration and policies. This article was cited by many, including the opposition, and led to a huge fall in support. Will a suit of defamation succeed against the journalist?

- A) No, he made honest criticism in the public interest only.

- B) Yes, the article injured his reputation.
- C) No, the statements he made were true.
- D) Yes, the journalist published the same with the intent to injure his reputation.

Q38. Read the given passage very carefully and answer the questions.

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Question: A college student while browsing online came across disparaging information about a fellow student from his class. Thinking it would be funny, he circulated the same among his friends and soon it became viral. He later came to know that the information was fake. The victim filed for defamation under Section 499 IPC and won. Was the court right?

- A) Yes, he did it with the intent to harm the reputation of the victim.

- B) Yes, he published it knowing it can injure the reputation of the victim.
- C) No, as he only found and circulated it but did not make the statement.
- D) No, he only circulated it among his friends and did not intend for it to go viral.

Q39. Read the given passage very carefully and answer the questions.

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Question: Har heard from his friends that Ravi was making fake rumours about him to harass him. On the basis of this, he filed a suit for defamation. Will it succeed?

- A) Yes, his friends reported such false statements against him.
- B) No, this alone cannot prove that a false statement was made and published.

C) Yes, Ravi slandered Hari among his friends and the burden is on Ravi to prove otherwise.

D) No, as Hari does not know himself whether this is

Q40. Read the given passage very carefully and answer the questions.

Any intentional false communication, either written or spoken, that harms a person's reputation; decreases the respect, regard or confidence in which a person is held; or induces disparaging, hostile or disagreeable opinions or feelings against a person is known as defamation. Defamation is the act of making untrue statements about another which damages his/her reputation. It is a statement that injures someone's reputation. Defamation is the act of saying false things in order to make people have a bad opinion of someone. Defamation may be defined as a communication to some person, other than the person defamed, of the matter which tends to lower the plaintiff in the estimation of right-thinking persons or to deter them from associating or dealing with him. Defamation is a wrong done by a person to another's reputation by words, written or spoken, sign or other visible representation. Defamation is of two kinds Libel and Slander. If the statement is made in writing and published in some permanent and visible form, then defamation is called Libel. Whereas, if the statement is made by some spoken words then the defamation is called Slander.

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Question: An angry neighbour after having enough of the noise pollution emanating from Rohit's house, made a poster referring to Rohit as a son of a donkey and emailed it to him. Can Rohit successfully file a suit for defamation against the neighbour?

A) No, it cannot cause injury to Rohit's reputation.

B) No, it is only an insult and not a statement.

C) Yes, the neighbour can also email it to other people.

D) Yes, as it can be inferred to be associated with Rohit's noise pollution.

Q41. Read the given passage very carefully and answer the questions.

It has often been discussed whether the law of torts in India is necessary or not. The courts in India have often taken the stand that Tort law is essential in India and is conducive to the growth and development of society. The courts and the government have recognized the importance of torts in their rulings by rewarding exemplary damages in case of negligence, providing compensation to the victims of rape, and recognizing governmental torts i.e. torts by government employees. However, the knowledge of Torts and its use is not very popular among the general public, primarily because it is not codified. It is hence essential to highlight the basic principles and concepts of Torts so that a person can understand his rights and liabilities under the Tort laws. The Supreme Court of India has through its numerous landmark judgements helped shape the law of Torts in India. It has also been observed a number of times, that there is a need to codify the law of Tort in order to facilitate its greater use. The principles of Torts have also been applied in newer legislations such as the

Environment Protection Act, 1986, The Consumer Protection Act 1986, The Human Rights Protection Act 1988, The Motor Vehicles Act, 1988. However, it is still observed that the branch of Torts as a whole is still growing and developing in India as compared to the development of Torts in countries like the UK and the USA.

According to John Salmond, He addresses tort as being only a civil wrong which has unliquidated damages (those damages for which there is no fixed amount) in the form of remedy and which is not just exclusively the breach of contract or the breach of trust or breach of merely fair and impartial obligation. According to Richard Dien Winfield, Tortious liability emerges from the breach of a duty primarily fixed by the law, this duty is towards the other people generally and its breach is redressible by an action for unliquidated damages.

According to Fraser, A tort is an infringement of a right in rent of a private individual giving a right of compensation at the suit of the injured party.

Three essential elements which constitute a tort are :

- A Wrongful act or omission, and Duty imposed by the law.
- The act must give rise to legal or actual damage, and

· It should be of such a nature that it should give rise to a legal remedy in the form of an action for damages.

Question: You establish a school and charge Rs.1000/-per year as fees. Another school is set up near your school, and competition forces you to reduce your fees to Rs.500/-. Do you remedy in law?

- A) Yes, as I have suffered monetary damage.
- B) No, as there was no legal injury.
- C) Yes, as my legal right has been violated.
- D) Both (a) & (b)

Q42. Read the given passage very carefully and answer the questions.

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Question: You punch a person for no good reason. However, the person is not hurt. Can he claim damages for the reason that you trespassed against this person?

- A) Yes, as his right not to be physically violated is affected.
- B) Yes, as this is a case of injuria sine damno.
- C) No, as there is no actual damage.
- D) Both (a) & (b)

Q43. Read the given passage very carefully and answer the questions.

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Question: You mow the lawn every morning with the help of your electric lawnmower. Your neighbour files a tort claim against you stating that the noise of the lawnmower disturbs him greatly. Will his claim succeed?

- A) No, as damage without violation of legal rights does not give rise to a tort.
- B) Yes, as there is a legal injury arising out of the commission of the act.
- C) Yes, as the neighbour's claim is valid.
- D) Both (a) and (b)

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Question: Virendra is watching a cricket match from atop a tree just outside the stadium. The batsman, Mahendra hits the ball hard and the ball flies over the boundary and hurts him back. Can Virendra claim damages from either the batsman or the stadium authorities?

- A) Yes, as Mahendra can't claim defence of volenti non fit injuria against Virendra.
- B) Yes, as Virendra was watching the match from outside the stadium.
- C) Both (a) & (b)

D) Neither (a) nor (b)

Q45. Read the given passage very carefully and answer the questions.

It has often been discussed whether the law of torts in India is necessary or not. The courts in India have often taken the stand that Tort law is essential in India and is conducive to the growth and development of society. The courts and the government have recognized the importance of torts in their rulings by rewarding exemplary damages in case of negligence, providing compensation to the victims of rape, and recognizing governmental torts i.e. torts by government employees. However, the knowledge of Torts and its use is not very popular among the general public, primarily because it is not codified. It is hence essential to highlight the basic principles and concepts of Torts so that a person can understand his rights and liabilities under the Tort laws. The Supreme Court of India has through its numerous landmark judgements helped shape the law of Torts in India. It has also been observed a number of times, that there is a need to codify the law of Tort in order to facilitate its greater use. The principles of Torts have also been applied in newer legislations such as the

Environment Protection Act, 1986, The Consumer Protection Act 1986, The Human Rights Protection Act 1988, The Motor Vehicles Act, 1988. However, it is still observed that the branch of Torts as a whole is still growing and developing in India as compared to the development of Torts in countries like the UK and the USA.

According to John Salmond, He addresses tort as being only a civil wrong which has unliquidated damages (those damages for which there is no fixed amount) in the form of remedy and which is not just exclusively the breach of contract or the breach of trust or breach of merely fair and impartial obligation. According to Richard Dien Winfield, Tortious liability emerges from the breach of a duty primarily fixed by the law, this duty is towards the other people generally and its breach is redressible by an action for unliquidated damages.

According to Fraser, A tort is an infringement of a right in rent of a private individual giving a right of compensation at the suit of the injured party.

Three essential elements which constitute a tort are :

- A Wrongful act or omission, and Duty imposed by the law.
- The act must give rise to legal or actual damage, and
- It should be of such a nature that it should give rise to a legal remedy in the form of an action for damages.

Question: Powell was engaged in pheasant shooting along with a hunting party. While Powell was about to finish his day, on being challenged by his party members to show his prowess by shooting one more pheasant, shot a round aiming at a pheasant. However, the bullet got deflected by a branch and hit Stanley, a passer-by on the adjacent highway.

- A) Powell is liable as his shot was not during his conduct as a reasonable man but was an act of bravado.
- B) Powell is not liable -as the shot was fired towards a pheasant only and the deflection was an inevitable accident.
- C) Powell is liable as he should have taken greater care while shooting and should have shot the gun only when he had a clear shot at the pheasant.
- D) Powell is not liable as the shooting of the pheasant is a legal activity and therefore any accident occurring in the process of doing it legally does not amount to wrong.

Q46. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on reasonable grounds that the act was necessary to preserve the person or property. Consent- A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent. A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's

consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent.

Question: Sha Rajah was a cricket stadium in Rampur. Various cricket matches were conducted there. Once A hit a six and the ball went out of the stadium into a construction area adjacent to the stadium. B, an enthusiastic spectator entered the construction place to retrieve the ball. X, the owner of the place, hated cricket and he filed a trespass against B for entering the land. Decide.

- A) The action of B entering the construction place is not a Trespass as his object was a positive one.
- B) The action of B entering the construction place is a Trespass as the requirements for the same are fulfilled.
- C) The action of B is not a Trespass as it falls within the exception of Trespass.
- D) The action of B is not a Trespass as he went there to retrieve the ball which was an absolute necessity.

Q47. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on reasonable grounds that the act was necessary to preserve the person or property. Consent- A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by

conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent. A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent.

Question: X and Y were neighbours who used to practice farming. Once the weather turned very ugly and it looked as if it was about to rain heavily. Y was not in the house. However, his entire paddy was spread out in the open. X sensing that rain would destroy the paddy, went over to Y's property and shifted them indoors. When Y returned instead of thanking X, he filed a case of trespass. Decide.

- A) X has committed trespass in the given case as good intention cannot be a defence to trespass.
- B) X has not committed trespass in the said case.
- C) X has not committed trespass in the said case as it can be classified under the defence of necessity.
- D) X has committed Trespass in the given case as he went over to the property of Y.

Q48. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on

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Question: R was standing near a highway. A car which was speeding rammed into an electric pole and catapulted. Miraculously there were no injuries to anyone. However, one of the parts of the car flew into neighbouring B's property and hit C. C fell over into D's property. Now D is filing a trespass case against C. Decide.

- A) C shall be held liable for trespass.
- B) C shall not be held liable for trespass.
- C) C shall not be held liable for trespass as the requirements of Trespass are not fulfilled.
- D) Both (b) and (c)

Q49. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on

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Question: Which of the following statements is incorrect in light of the given passage?

- A) Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of the land.
- B) In order to file a suit for Trespass, the plaintiff must have lawful possession of land at the time of the Trespass.
- C) There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained.
- D) While taking the defence of consent, the onus is on the plaintiff to establish that they entered the land with his consent.

Q50. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent

could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on reasonable grounds that the act was necessary to preserve the person or property. Consent- A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent. A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent.

Question: A war was going on between country A and country B. King acted in the ground response team of country B. King felt that Ray's house was in the direct line of the shelling zone. He thus entered the property, evacuated them and made necessary arrangements. However, the shelling did not take place at that place. After the war, Ray files a complaint against King for Trespass. Decide.

- A) King trespassed into the property of Ray unlawfully and hence was held liable.
- B) King may or may not be held liable as it is wartime.
- C) King shall not be held liable as his act does not amount to trespass.
- D) King being a part of the military can do anything at the time of war.

Q51. Read the given passage very carefully and answer the questions.

Mistakes may operate upon a 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. Secondly, the mistake may mislead the parties about the purpose they contemplated. Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, an erroneous opinion as to the value of the things which form the subject –matter of the agreement is not deemed a mistake as a matter of fact. An agreement upon the same thing in the same sense is known as true consent or consensus ad idem, and it is the root of every contract. Two or more people are told to consent when they agree upon the same thing in the same sense.

A contract is said to be void because of a mistake when:

- Both the parties to an agreement are mistaken,
- Their mistake is, as a matter of fact, and

- The fact about which they are mistaken is essential to the agreement.

A contract is not void because it was caused by a mistake as to any law in force in India, but a mistake as to a law not in force in India has the same effect as a mistake of fact. A mistake as to identity occurs when one of the parties represents himself to be some person other than he really is. There can be a mistake of identity only when a person bearing a particular identity exists within the plaintiff's knowledge, and the plaintiff intends to deal with him only. If the name the accused assumes is fictitious, there will be no mistake of identity.

Question: A unaware of the recent death of his old friend B, agrees to purchase B's vintage car from B's brother, C. Both A and C were unaware of B's death at the time of the agreement. What is the status of this contract?

- A) The agreement is valid as it was made in good faith.
- B) The agreement is not void because B's presence wasn't a necessary condition.
- C) The agreement is void due to a mutual mistake of fact essential to the contract.
- D) The contract remains valid as the car exists, despite B's death.

Q52. Read the given passage very carefully and answer the questions.

Mistakes may operate upon a 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. Secondly, the mistake may mislead the parties about the purpose they contemplated. Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, an erroneous opinion as to the value of the things which form the subject –matter of the agreement is not deemed a mistake as a matter of fact. An agreement upon the same thing in the same sense is known as true consent or consensus ad idem, and it is the root of every contract. Two or more people are told to consent when they agree upon the same thing in the same sense.

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Question: Posing as his twin brother, Ram, Jay entered into a contract with a company that intended to contract specifically with Tim. Is the contract valid?

- A) The contract is valid because Jay and Ram are identical twins.
- B) No, the contract is invalid because there was a mistake regarding the identity of the person the company intended to contract with.
- C) Yes, the contract is valid because the company should have verified the identity before making the contract.
- D) No, the contract is invalid because Ram and Jay committed fraud.

Q53. Read the given passage very carefully and answer the questions.

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person bearing a particular identity exists within the plaintiff's knowledge, and the plaintiff intends to deal with him only. If the name the accused assumes is fictitious, there will be no mistake of identity.

Question: Aisha, pretending to be a famous artist, sells a painting to Jaya. Jaya later discovers the truth. What is the status of the contract?

- A) The contract is valid because Aisha didn't explicitly claim that she painted the painting.
- B) The contract is void because there was a mistake as to the identity of the artist.
- C) The contract is valid because Jaya should have verified the artist's identity.
- D) The contract is void because Aisha deceived Jaya.

Q54. Read the given passage very carefully and answer the questions.

Mistakes may operate upon a 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. Secondly, the mistake may mislead the parties about the purpose they contemplated. Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, an erroneous opinion as to the value of the things which form the subject –matter of the agreement is not deemed a mistake as a matter of fact. An agreement upon the same thing in the same sense is known as true consent or consensus ad idem, and it is the root of every contract. Two or more people are told to consent when they agree upon the same thing in the same sense.

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Question: Taylor buys a plot of land, believing it to be a gold mine. It turns out that the land has no gold. Is the contract void due to a mistake?

- A) Yes, the contract is void because Taylor made a mistake regarding the value of the land.
- B) No, the contract is not void because this was a mistake regarding the value, not a matter of fact.
- C) Yes, the contract is void because Taylor was misled about the potential of the land.
- D. No, the contract is not void because Taylor should have surveyed before buying.
- D) Either a or c

Q55. Read the given passage very carefully and answer the questions.

Mistakes may operate upon a 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. Secondly, the mistake may mislead the parties about the purpose they contemplated. Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, an erroneous opinion as to the value of the things which form the subject –matter of the agreement is not deemed a mistake as a matter of fact. An agreement upon the same thing in the same sense is known as true consent or consensus ad idem, and it is the root of every contract. Two or more people are told to consent when they agree upon the same thing in the same sense.

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Question: A person sells a horse to another person, believing it to be his. However, the horse belongs to a third person, and both parties were unaware of this. What is the status of this contract?

- A) The contract is void because both parties were mistaken about an essential fact of the agreement.
- B) The contract is valid because the buyer now owns the horse.
- C) The contract is void because the seller did not have the right to sell the horse.
- D) The contract is valid because both parties agreed on the sale.

Q56. Read the given passage very carefully and answer the questions.

Justice MM Sundresh of the Supreme Court observed that there is a need to codify the law enabling law enforcement agencies to carry out surveillance while ensuring the fundamental rights, including the right to privacy, are safeguarded. "Any action facilitating State machinery must be backed by the authority of law. For that, there must be a codified law that empowers an investigating agency to undertake an act of surveillance. Needless to state, such a law must be subject to the Constitutional mandate, with specific reference to Part III of the Constitution. This would prevent any arbitrary action while preserving the privacy of the individual," he said. He emphasized that the need of the hour is to take note of the voice and concerns expressed in the Puttaswamy judgment, which held that privacy is a fundamental right. There is a need to uphold privacy through the doctrine of proportionality, the judge explained. A clear demarcation is needed by drawing a Lakshman Rekha during a criminal investigation

(when surveillance is used)," he said. Speaking on the need for surveillance, Justice Sundresh said, "Surveillance and privacy must live and function together. As long as there is privacy, surveillance will certainly continue. The modern world has indeed become a difficult place to live and to maintain peace. The cost of peace is obviously very high. Any State which lacks expert surveillance would be considered a weak one and susceptible to attack from unknown sources. It may also be required in the larger interest of the public."

Question: W was found manipulating government records pertaining to the funding designated for the introduction of nuclear weapons. It was believed that W was exchanging information with the enemy nation. His mobile phone and other electronic devices were taken as soon as he was suspected, and the entire legal process was followed for questioning. In order to gather concrete evidence

against him, his electronic gadgets were carefully examined. He claimed that his right to privacy was violated in this case. Identify whether his allegations are true.

- A) If the court deems that the proper procedure was not followed, his claims will be upheld.
- B) Since the requirements of his right to privacy have been met, it can be argued that his right was violated.
- C) Since he had violated the nation's laws, it could be argued that his right to privacy had not been violated.
- D) The violation of privacy that W claims did not occur because the entire process was carried out in accordance with the law.

Q57. Read the given passage very carefully and answer the questions.

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Question: V arrived at his house from work extremely late at night. Even though his job hours were from 9 to 6, this became his normal habit. He had been returning home by 11 or 12 at night for the last two months. His wife saw this and thought he could be keeping something from her. The following morning, she

went with V to his office to find out. There was no proof against him that she could locate. She then made the decision to accompany him back home, where she was shocked to see that V was busy organizing their 25th wedding anniversary. She felt guilty about questioning V. V was hurt to learn this and promptly filed a complaint alleging that his wife had violated his right to privacy. Check the veracity of his assertion

- A) His claim cannot be upheld since his wife cannot be accused of violating his right to privacy.
- B) His claim cannot be upheld because his wife had a legitimate reason to accompany him to and from work.
- C) She illegally followed him without his permission, thus his claim will be upheld.
- D) To remark on the veracity of V's claims, more information is needed from the passage.

Q58. Read the given passage very carefully and answer the questions.

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Question: P had CCTV cameras set up in each of the home's rooms. There were 5 staff members in total. Since a few months ago, X and Z have been scheming to rob him at gunpoint, and they finally succeeded. The police requested that they check the CCTV footage from each room in order to find the burglars. P agreed with this. Determine if his right to privacy has been violated in this particular case.

- A) Since P granted his permission for the investigation, his right to privacy has not been breached.
- B) He was forced to give the police permission to access his CCTV footage, which is a violation of his right to privacy
- C) P's right to privacy was not breached because the investigation was conducted for his benefit.
- D) Since the tape was necessary for the capture of the criminals, P's right to privacy was not breached.

Q59. Read the given passage very carefully and answer the questions.

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Question: According to Justice MM Sundresh of the Supreme Court, what is the key aspect that needs to be ensured while enabling law enforcement agencies to carry out Surveillance?

- A) The surveillance activities should be subject to the Constitutional mandate and the fundamental right to privacy.
- B) There should be a clear demarcation drawn during criminal investigations to protect individual privacy.
- C) The surveillance activities should be governed by a codified law that upholds the doctrine of proportionality.
- D) The surveillance activities should be carried out in the larger interest of the public and the security of the State.

Q60. Read the given passage very carefully and answer the questions.

Justice MM Sundresh of the Supreme Court observed that there is a need to codify the law enabling law enforcement agencies to carry out surveillance while ensuring the fundamental rights, including the right to privacy, are safeguarded. "Any action facilitating State machinery must be backed by the authority of law. For that, there must be a codified law that empowers an investigating agency to undertake an act of surveillance. Needless to state, such a law must be subject to the Constitutional mandate, with specific reference to Part III of the Constitution. This would prevent any arbitrary action while preserving the privacy of the individual," he said. He emphasized that the need of the hour is to take note of the voice and concerns expressed in the Puttaswamy judgment, which held that privacy is a fundamental right. There is a need to uphold privacy through the doctrine of proportionality, the judge explained. A clear demarcation is needed by drawing a Lakshman Rekha during a criminal investigation

(when surveillance is used)," he said. Speaking on the need for surveillance, Justice Sundresh said, "Surveillance and privacy must live and function together. As long as there is privacy, surveillance will certainly continue. The modern world has indeed become a difficult place to live and to maintain peace. The cost of peace is obviously very high. Any State which lacks expert surveillance would be considered a weak one and susceptible to attack from unknown sources. It may also be required in the larger interest of the public."

Question: Which of the following is not a recognized international human rights instrument that protects the right to privacy?

- A) Universal Declaration of Human Rights

- B) International Covenant on Civil and Political Rights
- C) European Convention on Human Rights
- D) International Convention on the Elimination of All Forms of Racial Discrimination

Q61. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

Mistake of fact:-This exemption applies where an accused has misinterpreted a fact that eliminates a criminal element. This legal weapon can be utilised if the accused is able to demonstrate that he or she was mistaken about the presence of certain facts or was unaware of the existence of such facts however the said mistake than of law. In the same spirit, Sec 76 of the IPC states, the act done by a person bound or mistakenly behaving himself is bound by law. Nothing constitutes offence if it is committed by a person who is or thinks himself to be obligated by law to do it due to a mistake of fact rather than a mistake of law.

Accident:-Using this defence, a person might avoid criminal liability when their actions are the result of an accident, Such an act must be intentional. The purpose of the law is not to penalise a person for a matter over which they have no control. In such Spirit sec 80 of IPC states, accident in doing a lawful act nothing is an offence which is done by accident or misfortune and without any criminal intension or knowledge in the doing of a lawful act in lawful means with proper care and caution.

Question: Ram is a wanted criminal and his picture is displayed across Chandigarh police station and public locations. There is also a momentary reward for anyone who is successful in apprehending him and publishing the picture of Ram Ketaki walking through the municipal park one day when he noticed a man who looks like Ram in the picture. She follows him around the park when he gets near enough she knocks him hard in order to catch him in denounces him to the police however, following closer inspection it is discovered that the man Ketaki injured is not Ram. Can Ketaki use the defence of mistake of fact?

- A) Yes, As Ketaki genuinely thought she had spotted a criminal.
- B) Yes, As Ketaki hit the person with the intention of helping the police.

C) No, As the act committed by Ketaki was illegal in itself.

D) No, As Ketaki should have determined the identity first and then hit him.

Q62. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

Mistake of fact:-This exemption applies where an accused has misinterpreted a fact that eliminates a criminal element. This legal weapon can be utilised if the accused is able to demonstrate that he or she was mistaken about the presence of certain facts or was unaware of the existence of such facts however the said mistake than of law. In the same spirit, Sec 76 of the IPC states, the act done by a person bound or mistakenly behaving himself is bound by law. Nothing constitutes offence if it is committed by a person who is or thinks himself to be obligated by law to do it due to a mistake of fact rather than a mistake of law.

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Question: Karan and Varun are brothers who live on the third floor of a building. Anish their next-door neighbour, feels the two brothers are smuggling wheat because he observed bags of wheat grains being moved in and out of their that on a regular basis. Under this impression, he contacts the local police station to report wheat smuggling. However, when the police come and conduct an investigation, Anish's concerns are proven to be unfounded. Can Anish claim the defence of the mistake of facts?

A) No, as he is ignorant about the law and not facts.

B) Yes, as he reported the activities to the police in good faith

C) No, as he should have first checked for himself and then should have called the police.

D) Yes, as if were not for Anish the act would have gone unreported.

Q63. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

Mistake of fact:-This exemption applies where an accused has misinterpreted a fact that eliminates a criminal element. This legal weapon can be utilised if the accused is able to demonstrate that he or she was mistaken about the presence of certain facts or was unaware of the existence of such facts however the said mistake than of law. In the same spirit, Sec 76 of the IPC states, the act done by a person bound or mistakenly behaving himself is bound by law. Nothing constitutes offence if it is committed by a person who is or thinks himself to be obligated by law to do it due to a mistake of fact rather than a mistake of law.

Accident:-Using this defence, a person might avoid criminal liability when their actions are the result of an accident, Such an act must be intentional. The purpose of the law is not to penalise a person for a matter over which they have no control. In such Spirit sec 80 of IPC states, accident in doing a lawful act nothing is an offence which is done by accident or misfortune and without any criminal intension or knowledge in the doing of a lawful act in lawful means with proper care and caution.

Question: Kamlesh, a farmer has a plot of land on which he grows wheat for the wholesale market in the neighbouring city. One day, he found that his crops had been uprooted, and he assumed that it was the result of boars' activities, as Boars had frequently been sighted in and around that region. On the second day, he discovered his crops uprooted once more and felt activity in the field. As there is no law to make shooting animals an offence so he drew this bow and arrow and shot at the location where he sensed movement. It was discovered that he had injured a person. Can Kamlesh use the accident defence?

A) No, before shooting an arrow Kamlesh should have determined the identity of the miscreants.

B) Yes, as Kamlesh shot an arrow believing it to be a boar and did not intend to hurt a person instead.

C) No, as Kamlesh shot an criminal which is an illegal act in itself.

D) Yes, as Kamlesh has all the rights to protect his field and crop, irrespective of who attempts to destroy it

Q64. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

Mistake of fact:-This exemption applies where an accused has misinterpreted a fact that eliminates a criminal element. This legal weapon can be utilised if the accused is able to demonstrate that he or she was mistaken about the presence of certain facts or was unaware of the existence of such facts however the said mistake than of law. In the same spirit, Sec 76 of the IPC states, the act done by a person bound or mistakenly behaving himself is bound by law. Nothing constitutes offence if it is committed by a person who is or thinks himself to be obligated by law to do it due to a mistake of fact rather than a mistake of law.

Accident:-Using this defence, a person might avoid criminal liability when their actions are the result of an accident, Such an act must be intentional. The purpose of the law is not to penalise a person foa r matter over which they have no control. In such Spirit sec 80 of IPC states, accident in doing a lawful act nothing is an offence which is done by accident or misfortune and without any criminal intension or knowledge in the doing of a lawful act in lawful means with proper care and caution.

Question: Aman and Amez into a brawl in the middle of the road when the former car collides with the letters bumper plate Aman was joined by her husband and two-year-old child. In the midst of the fight, Awez tried to push Aman but accidentally pushed Aman's husband, who was holding a two-year-old child. W gob can subsequently fall on the road. The child was seriously injured in the fall and had to be transported to the hospital. Can Amez claim the defence of an accident to justify a child's injured?

A) Yes, as he did not have the criminal intent of the knowledge to hurt the child.

B) Yes, as he only intended to scare Aman and not cause any injury to anyone.

C) No, as Awez should have foreseen the result of his actions.

D) No, as Awez's actions did not constitute a lawful act done in a lawful manner.

Q65. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

Mistake of fact:-This exemption applies where an accused has misinterpreted a fact that eliminates a criminal element. This legal weapon can be utilised if the accused is able to demonstrate that he or she was mistaken about the presence of certain facts or was unaware of the existence of such facts however the said mistake than of law. In the same spirit, Sec 76 of the IPC states, the act done by a person bound or mistakenly behaving himself is bound by law. Nothing constitutes offence if it is committed by a person who is or thinks himself to be obligated by law to do it due to a mistake of fact rather than a mistake of law.

Accident:-Using this defence, a person might avoid criminal liability when their actions are the result of an accident, Such an act must be intentional. The purpose of the law is not to penalise a person for a matter over which they have no control. In such Spirit sec 80 of IPC states, accident in doing a lawful act nothing is an offence which is done by accident or misfortune and without any criminal intension or knowledge in the doing of a lawful act in lawful means with proper care and caution.

Question: Consider the factual circumstances describes in the proceeding question in which a mad dog invaded the conflict scene and attempted to bite Aman's husband. In an attempt to chase away the dog. Awez hits it inadvertently striking Aman's husband who falls, and the child who is severely hurt and must be brought to the hospital the child eventually dies. Can Awez' now use the defence of accident?

A) No, as he hit the dog with the criminal intent of harming it irrespective of who was injured as a result.

B) Yes, as he did not have the criminal intent to cause the death of the child.

C) No, Awez's actions were not done in a lawful manner.

D) Yes, as Awez could not have foreseen the death of the child.

Q66. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged statement, therefore, is one which is made in such circumstances as to be exempt from the rule that a man attacks the reputation of another at his peril, that is, at his own risk. In other words, privilege includes those exceptional cases in which it is not enough, in order to create liability, to prove that the defendant has published a false and defamatory statement. The defendant being privileged, is not responsible for this alone; he is either wholly free from responsibility or is liable only on proof that he was animated by a malicious motive, and not by any genuine intention to use his privilege for the purpose for which the law gave it to him.

Question : X and Y stole a car and asked A to be their driver. While A was driving the car on the highway, he tried to switch on the lights, but only one of them was working. After this, around 5 kilometres later, A spotted an ox crossing the road at the last moment because of the faulty headlight. He jammed the brakes, but it was too late, and ended up in A suffering multiple injuries across his body, with X and Y suffering minor cuts. What is the stand that A can take for compensation for his injuries?

- A) X and Y are liable to pay damages.
- B) A cannot claim damages because he was aware that the light was malfunctioning.
- C) X and Y need not pay damages as they were injured as well.
- D) A cannot claim any damages as he was himself guilty.

Q67. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible

form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged statement, therefore, is one which is made in such circumstances as to be exempt from the rule that a man attacks the reputation of another at his peril, that is, at his own risk. In other words, privilege includes those exceptional cases in which it is not enough, in order to create liability, to prove that the defendant has published a false and defamatory statement. The defendant being privileged, is not responsible for this alone; he is either wholly free from responsibility or is liable only on proof that he was animated by a malicious motive, and not by any genuine intention to use his privilege for the purpose for which the law gave it to him.

Question X and Y took a lift in a Scorpio, which B was driving. In between the journey, a bolt of the wheel got loose and which led to an accident. Since B was the driver, he was able to grab the steering wheel and protect himself from major damages, but X and Y suffered serious injuries. Choose the best answer.

- A) B is not responsible because X and Y took a lift of their own accord
- B) The car company shall pay compensation for not providing stronger bolts
- C) There is no liability on B since the accident was inevitable
- D) All of the above

Q68. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair

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Question : X owns a building, decorative woodwork of which is infested by termites. On a windy day, it fell on Y's son who was playing with X's son. This incident led to multiple injuries to Y's son. Determine the liability of X.

- A) X is not liable since the wind, a natural force, was outside his control.
- B) X is not liable since Y did not take into account that the wall was unstable and allowed his son to play near.
- C) X is liable since his son did not get injured.
- D) X is liable since a person owes a duty of care to his neighbours.

Q69. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged

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Question

The robbers, armed with knives and sticks, entered the house of X. As an act of self defence, X took out his gun and threatened to shoot them. The robbers ran out of the house and started pelting stones. X fired a shot. Having heard the gunshot, the police rushed to the place and announced that the owner must stop firing. The owner suspected that this must be an act of an accomplice and continued to fire due to which a policeman was injured. The robbers meanwhile fled away. Determine the liability of X.

- A) X is liable for shooting a public servant on duty.
- B) X is liable for using excessive force than necessary.
- C) X is liable for not calling the police after the robbers fled.
- D) Only b) and c) are true.

Q70. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged statement, therefore, is one which is made in such circumstances as to be exempt from the rule that a man attacks the reputation of another at his peril, that is, at his own risk. In other words, privilege includes those exceptional cases in which it is not enough, in

order to create liability, to prove that the defendant has published a false and defamatory statement. The defendant being privileged, is not responsible for this alone; he is either wholly free from responsibility or is liable only on proof that he was animated by a malicious motive, and not by any genuine intention to use his privilege for the purpose for which the law gave it to him.

Question : X claims to be a doctor and provides medical consultation to minor illnesses without any medical licence. B, who suffered an accident near the place where X has his office, is brought to X for treatment. B is asked to sign immediately on a paper where he allows X to operate on him. During the treatment, X leaves a needle in B's abdomen causing a major infection. Determine the correct statement:

- A) X is for medical malpractice.
- B) X is not liable since B signed a contract providing his consent.
- C) X is liable to provide damages to B and punishment.
- D) The people who brought B to X are liable.

Q71. Read the following passage and answer the questions.

The strict principle of law is: *sic utere tuo ut alienum non laedas*; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

land, is not upon it, he is liable if damage results to his neighbour. A person who, for his own purpose, brings on his land and collects and keeps there, anything likely to do mischief if it escapes, must keep it in and at his peril; and if he does so, he is *prima facie* answerable for all the damage which is the natural consequence of its escape. This is known as the rule in *Rylands v Fletcher* (also known as the wild beast theory". Indian Law: It has been held in several cases that the principle of *Rylands v. Fletcher* applies in India.

Question: Amar unleashed its aggressive dog that was on Akbar's premises and the dog went on to kill Anthony's chickens, Akbar wired the premises and latched the outer door at all times. Anthony filed suit for damages against Akbar. Who is responsible for the loss of chickens?

- A) Akbar is responsible
- B) Anthony is responsible
- C) Amar is responsible
- D) All are collectively responsible

Q72. Read the following passage and answer the questions.

The strict principle of law is: sics utere tuo ut alienum non laedas; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

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Question: A farmer wants an aggressive and intimidating dog and asks X, a fellow farmer to lend him his pitbull dog, which proceeds to kill Q's chickens. Decide.

- A) Q can ask for damages from X
- B) Q cannot ask for damages from X
- C) Q can ask for damages but he must come to court with clean hands

D) Q cannot ask for damages but some other relief

Q73. Read the following passage and answer the questions.

The strict principle of law is: *sic utere tuo ut alienum non laedas*; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

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Question: X and Y live in the same building. X installs a water tank on Y's terrace to service both their flats in Y's absence because he went on an office trip. The water overflows from the tank one day and causes extensive damage to one of the walls of Y's flat. Decide.

- A) Y cannot claim any damages because the tank was installed for the benefit of Y too
- B) Y can claim damages from X because X installed the tank without Y's consent
- C) Y can claim damages because X did not inform Y of the risk of water overflow
- D) Y cannot claim damages from X because with benefits come the liabilities and overflow of water is normal wear and tear

Q74. Read the following passage and answer the questions.

The strict principle of law is: *sic utere tuo ut alienum non laedas*; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained

damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

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Question: The Bio Gas plant with advanced safety measures was installed for town residents but due to increasing weather and lack of rain the vessels had leakages and the gas had escaped from a rupture and affected the crops in nearby fields. The farmers filed suit for damages-

- A) Biogas plant cannot be held liable for the crop loss because the plant took adequate care and precaution
- B) Biogas plant cannot be held liable because the installation was not for their own benefit but for the benefit of town residents
- C) Biogas plant will be held liable to pay damages because of the strict liability rule
- D) Both (b) and (c)

Q75. Read the following passage and answer the questions.

The strict principle of law is: *sic utere tuo ut alienum non laedas*; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results

to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

land, is not upon it, he is liable if damage results to his neighbour. A person who, for his own purpose, brings on his land and collects and keeps there, anything likely to do mischief if it escapes, must keep it in and at his peril; and if he does so, he is prima facie answerable for all the damage which is the natural consequence of its escape. This is known as the rule in Rylands v Fletcher (also known as the wild beast theory". Indian Law: It has been held in several cases that the principle of Rylands v. Fletcher applies in India.

Question: Any entity charged with providing a service to society from government or statutory provision is-

- A) Exempted from liability whether negligence is present or not
- B) Not exempted from liability
- C) Exempted only if it is proved that there was no negligence on their part
- D) Exempted simpliciter

Q76. Read the following passage and answer the questions given below.

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in Johnson v. American National Red Cross as follows: "(1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff." Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to make its best efforts to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates breach of the duty of care; these include actions against the custom in an industry, violation of a

statute or in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by plaintiff, to show therefore that a breach of the duty must have occurred. After demonstrating there was a duty and it has been breached by defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that but for the defendant's negligent conduct, which could be either the defendant's act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. Proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages. Damage is the final element that must be proven to succeed in a negligence action; damages will not be presumed in a case. If the plaintiff does not demonstrate damages were suffered as a result of the defendant's negligence, the defendant will not be held liable for the tort of negligence. In *Johnson*, the Court of Appeals upheld the trial court's holding in favor of the Red Cross because it was not established the late Bernice Mantooth suffered any damages as a result her receiving two units of blood that the Red Cross provided which potentially was tainted with a rare undetectable strain of HIV.

Question: Which of the following is not an essential to prove Negligence?

- A) The defendant owed a duty of care
- B) The defendant should know he owed a duty of care
- C) The defendant should have breached the duty of care
- D) The breach of duty should result in injury

Q77. Read the following passage and answer the questions given below.

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Question: A who is a railway station employee sees that B has left his bag on the station, and to help B he throws the bag towards the moving train, however, the bag contained fireworks which exploded and caused injury to another passenger C, then:

- A) The Railway would be liable for negligence
- B) B would be liable for negligence
- C) Both Railway and B would be liable for negligence
- D) Nobody would be liable for negligence

Q78. Read the following passage and answer the questions given below.

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Question: ABC Company constructed an office for Municipal Corporation with a life span of 40 years, however the building was not maintained and collapsed after 50 years and injured some people, then the duty of care in this scenario would be of:

- A) The Builder
- B) The Municipal Corporation
- C) The State Government
- D) No duty of care is required in this scenario

Q79. Read the following passage and answer the questions given below.

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: “(1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff.” Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to make its best efforts to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant’s actions do not meet the required level of applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates breach of the duty of care; these include actions against the custom in an industry, violation of a statute or in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by plaintiff, to show therefore that a breach of the duty must have occurred. After demonstrating there was a duty and it has been breached by defendant’s conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

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Question: A constructed a dam on a river, however, due to unexpected heavy rainfall the dam broke which caused injury to the village people, then:

- A) A would be liable for negligence
- B) The workers of dam would be liable for negligence
- C) The Construction material manufacture would be liable for negligence
- D) Nobody would be liable for negligence

Q80. Read the following passage and answer the questions given below.

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: "(1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff." Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to make its best efforts to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a

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Question: Which of the following is an example of Contributory negligence?

- A) A while driving and using his mobile meets with an accident with a small kid
- B) A while driving a car and using his mobile meets with an accident with a another driver who is driving on wrong side
- C) A while driving car using his mobile crashes into a house without injuring anybody
- D) A while driving car using his mobile crashes into a tree which falls on another person's car

Q81. Read the passage and answer the question that follow.

Going by the principle laid in the case of *Rylands v Fletcher*, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damaged caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his

premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (Volenti non fit injuria).

According to the rule of absolute liability, if any person is engaged in an inherently dangerous or hazardous activity, and if any harm is caused to any person due to any accident which occurred while carrying out such inherently dangerous and hazardous activity, then the person who is carrying out such activity will be held absolutely liable. The exception to the strict liability rule also wouldn't be considered. The rule laid down in the case of MC Mehta v UOI was also followed by the Supreme Court while deciding the case of Bhopal Gas Tragedy case. To ensure that victims of such accidents get quick relief through insurance, the Indian Legislature passed the Public Liability Insurance Act in the year 1991.

Question: X used to keep a lion as his pet animal. One day, thea lion escaped his premises and entered the premises of Y and killed the son of Y. Discuss the liability of X.

- A) X will be absolutely liable for his act.
- B) X will be strictly liable for his act.
- C) X will be vicariously liable for his act.
- D) X will not be liable because it was mere accident.

Q82. Read the passage and answer the question that follow.

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Question: X is a guest of Y. X came to Y place for a night stay and in the midnight phone of Y blastedblast on the bed, which caused grievous hurt to X. Discuss the liability of Y.

- A) Y will be strictly liable.
- B) Y will be absolutely liable.
- C) There will be no liability of Y.
- D) Y will be liable for inviting X.

Q83. Read the passage and answer the question that follow.

Going by the principle laid in the case of *Rylands v Fletcher*, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damaged caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (*Volenti non fit injuria*).

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the case of Bhopal Gas Tragedy case. To ensure that victims of such accidents get quick relief through insurance, the Indian Legislature passed the Public Liability Insurance Act in the year 1991.

Question: If Amit and Bejal are neighbours and share the same water source which is on Amit's land. If the water leaks and causes damage to Bejal, what will be the liability of Amit?

- A) Bejal can claim damage from Amit.
- B) Amit will be strictly liable.
- C) Amit will be absolutely liable.
- D) Bejal cannot claim any damages as Amit would not be liable for any damage.

Q84. Read the passage and answer the question that follow.

Going by the principle laid in the case of Rylands v Fletcher, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damage caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (Volenti non fit injuria).

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Question: Rohan's horse died after entering Sohan's property and eating some poisonous leaves. Discuss the liability of Sohan.

- A) Rohan can claim damages from Sohan as leaves were poisonous in the premises of Rohan.
- B) Rohan cannot claim damages from Sohan as it was Rohan's fault.
- C) Rohan can claim damages from Sohan because dangerous things are not allowed to keep.
- D) Rohan can claim damages because his horse died.

Q85. Read the passage and answer the question that follow.

Going by the principle laid in the case of Rylands v Fletcher, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damaged caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (Volenti non fit injuria).

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Question: There was a leakage of poisonous gas from a factory, which resulted the death of several people. What will be the liability of factory's owner?

- A) He will not be liable because it happens by mistake.
- B) He will not be liable because it was an act of God.
- C) He will be absolutely liable.

D) He will be strictly liable.

Q86. Read the following passage and answer the questions.

Liability law, an important component of the legal architecture, seeks to hold persons or entities liable for the harm or damage they cause to others. The terms 'strict liability' and 'absolute liability' are the key concepts of the law.

Strict responsibility is a legal principle that holds an individual or entity liable for damages caused by their acts or activities, regardless of measures taken or intentions. The plaintiff does not need to prove carelessness or blame; all that is required is that the defendant's actions caused the damage. For example, if a pet tiger owned by an individual escapes and injures someone, the owner may be held accountable under strict responsibility, even though all reasonable steps were taken to avoid the escape.

However, strict responsibility is not without defences. Defendants may argue that the plaintiff freely embraced the risk or that the plaintiff's fault contributed to the loss, potentially absolving them from the obligation.

Absolute liability, on the other hand, is a tougher form of culpability in which the defendant is held accountable for the damage they do, regardless of safeguards taken or defences raised. This principle refers to inherently harmful activities or substances where the risk of injury is so great that those involved are expected to bear full responsibility for any damages if any escape.

Following the Bhopal Gas Tragedy, the concept of absolute culpability evolved in India. The Supreme Court of India created the notion of absolute liability in its historic judgement (M.C. Mehta versus Union of India), holding the firm involved accountable for the disastrous repercussions of the gas leak, regardless of the safeguards they claim to have taken.

Question: Strict liability applies to which of the following?

- A) Only intentional torts.
- B) Only negligent torts.
- C) Inherently dangerous activities.
- D) Only activities regulated by the government.

Q87. Read the following passage and answer the questions.

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Question: Mr. Johnson owns a pet leopard, which he keeps in a well-secured enclosure. Despite the security, the leopard escapes one day and injures a passerby. In this case:

- A) Mr. Johnson is not liable as he took all possible precautions.
- B) Mr. Johnson is liable only if he intentionally let the leopard escape.
- C) Mr. Johnson is liable because his leopard caused harm.
- D) Mr. Johnson is not liable unless he was aware that the leopard might escape.

Q88. Read the following passage and answer the questions.

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Question: A construction company is conducting blasting operations in a populated area. Despite following all safety guidelines and precautions, a flying rock from the blasting zone damages a nearby car. In this case:

- A) The construction company is not liable because it followed all safety guidelines.
- B) The construction company is liable only if it knew the damage could occur.
- C) The construction company is liable because its operations caused damage.
- D) The construction company is not liable because the car owner should have moved his car.

Q89. Read the following passage and answer the questions.

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Question: A nuclear power plant, despite having top-tier safety measures, experiences a reactor meltdown due to an unforeseen natural calamity, causing radioactive pollution in the neighbouring areas. In this case:

- A) The nuclear power plant is not liable because the meltdown was due to a natural calamity.
- B) The nuclear power plant is liable only if it knew a natural calamity could cause a meltdown.
- C) The nuclear power plant is liable because its operations caused harm
- D) The nuclear power plant is not liable because it had all safety measures in place.

Q90. Read the following passage and answer the questions.

Liability law, an important component of the legal architecture, seeks to hold persons or entities liable for the harm or damage they cause to others. The terms 'strict liability' and 'absolute liability' are the key concepts of the law.

Strict responsibility is a legal principle that holds an individual or entity liable for damages caused by their acts or activities, regardless of measures taken or intentions. The plaintiff does not need to prove carelessness or blame; all that is required is that the defendant's actions caused the damage. For example, if a pet tiger owned by an individual escapes and injures someone, the owner may be held accountable under strict responsibility, even though all reasonable steps were taken to avoid the escape.

However, strict responsibility is not without defences. Defendants may argue that the plaintiff freely embraced the risk or that the plaintiff's fault contributed to the loss, potentially absolving them from the obligation.

Absolute liability, on the other hand, is a tougher form of culpability in which the defendant is held accountable for the damage they do, regardless of safeguards taken or defences raised. This principle refers to inherently harmful activities or substances where the risk of injury is so great that those involved are expected to bear full responsibility for any damages if any escape.

Following the Bhopal Gas Tragedy, the concept of absolute culpability evolved in India. The Supreme Court of India created the notion of absolute liability in its historic judgement (M.C. Mehta versus Union of India), holding the firm involved accountable for the disastrous repercussions of the gas leak, regardless of the safeguards they claim to have taken.

Question: A chemical factory, following all safety guidelines and regulations, suffers an unexpected explosion due to a malfunctioning valve, leading to a toxic gas leak. The leak causes severe health issues among the local residents. In this case:

- A) The chemical factory is not liable as it followed all safety guidelines and regulations.
- B) The chemical factory is liable only if it intentionally caused the malfunction.
- C) The chemical factory is liable because its operations caused harm.
- D) The chemical factory is not liable unless it was aware of the faulty valve.

Q91. Read the following passage and answer the question.

This legal principle denotes that an individual or entity can be held accountable for the actions of another person, typically within the scope of a relationship where one party has the right, ability or duty to control the activities of the other. A common instance of vicarious liability is in an employer-employee relationship. If an employee causes harm to another while carrying out their duties, the employer could potentially be held liable. This is because the employer has control over the employee's activities during work and thus, indirectly, the consequences of those activities. For example, if a delivery driver negligently crashes into another car while on a delivery, the company could be held vicariously liable for the damage. The rationale behind vicarious liability lies in balancing the scales of justice and promoting safety. By holding employers accountable for their employees' actions, vicarious liability encourages them to enforce stricter safety measures and supervise their employees' conduct more effectively. However, it's worth noting that not all actions of an employee give rise to vicarious liability.

The misconduct must occur within the 'course and scope' of employment. If the employee's actions were personal or outside the range of their duties, the employer may not be held responsible. Vicarious liability is not limited to employer-employee relationships; it can also arise in other contexts where one party has the right to control the conduct of another. These can include relationships between principals and agents, partners in a partnership, and even parents and their minor children in some jurisdictions. Vicarious liability, therefore, serves as a reminder that the ability to control another's conduct comes with a potential legal responsibility for their actions, encouraging all to exercise this power with care and diligence.

Question : During working hours, Mr. Smith, a pizza delivery driver for Pizzalicious, accidentally hits a pedestrian while he is rushing to deliver a pizza. In this case:

- A) Pizzalicious is not liable because Mr. Smith was driving.
- B) Pizzalicious is liable because it employed Mr. Smith.
- C) Pizzalicious is liable only if it instructed Mr. Smith to rush.
- D) Pizzalicious is not liable because Mr. Smith was negligent.

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Question : Ms. Johnson, a teacher at Sunny Day School, is involved in a car accident on her way home after school. In this case:

- A) Sunny Day School is liable because Ms. Johnson is their employee.
- B) Sunny Day School is not liable because the accident occurred outside school hours.
- C) Sunny Day School is liable only if it owns the car.
- D) Sunny Day School is not liable because Ms. Johnson was not performing her duties at the time of the accident.

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Question : A babysitter hired by the Smith family accidentally spills hot coffee on a visitor. In this case

- A) The Smith family is liable because they hired the babysitter.
- B) The Smith family is not liable because the babysitter is an independent contractor.
- C) The Smith family is liable only if they provided the coffee.
- D) The Smith family is not liable because the visitor should have been careful.

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Question : At a school picnic, a teacher negligently leaves a gate open, and a child wanders off and gets injured. In this case

- A) The school is not liable because the teacher was negligent.
- B) The school is liable because the teacher was performing her duties at the time of the incident.
- C) The school is not liable because the incident happened outside school grounds.
- D) The school is liable because the teacher was appointed by the school and the picnic was organised by school.

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Question : A barista at The Cozy Cup, a local café, spills hot coffee on a customer causing burns. The barista was rushing because the café was extremely busy. In this case:

- A) The Cozy Cup is not liable because the barista was negligent.
- B) The Cozy Cup is liable because the barista was performing her duties at the time of the incident.
- C) The Cozy Cup is not liable because the customer should have been careful.
- D) The Cozy Cup is liable only if it owns the coffee machine.

Q96. Read the given passage and answer the following question.

This legal principle denotes that an individual or entity can be held accountable for the actions of another person, typically within the scope of a relationship where one party has the right, ability and duty to control the activities of other.

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- B) Pizzalicious is liable because it employed Mr. Smith.
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- D) Pizzalicious is not liable because Mr. Smith was negligent.

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Question : Miss Johnson a teacher at sunny day school is involved in a car accident on away home after school. In this case,

- A) Sunny Day School is liable because Ms. Johnson is their employee.
- B) Sunny Day School is not liable because the accident occurred outside school hours.
- C) Sunny Day School is liable only if it owned the car.
- D) Sunny Day School is not liable because Ms. Johnson was not performing her duties at the time of the accident.

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- C) The Smith family is liable only if they provided the coffee.
- D) The Smith family is not liable because the visitor should have been careful.

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Question : At a school picnic a teacher negligently lets a gate open and a child wanders off and gets injured. In this case,

- A) The school is not liable because the teacher was negligent.
- B) The school is liable because the teacher was performing her duties at the time of the incident.
- C) The school is not liable because the incident happened outside the school grounds.
- D) The school is liable only if it owns the picnic location.

Q100. Read the given passage and answer the following question.

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- C) The Cozy Cup is not liable because the customer should have been careful.
- D) The Cozy Cup is liable only if it owns the coffee machine.

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
(B)	(C)	(C)	(D)	(A)	(B)	(A)	(D)	(A)	(C)
11	12	13	14	15	16	17	18	19	20
(D)	(B)	(B)	(B)	(A)	(A)	(B)	(D)	(A)	(C)
21	22	23	24	25	26	27	28	29	30
(B)	(B)	(B)	(A)	(A)	(A)	(C)	(D)	(A)	(B)
31	32	33	34	35	36	37	38	39	40
(B)	(D)	(B)	(D)	(B)	(C)	(A)	(B)	(B)	(A)
41	42	43	44	45	46	47	48	49	50
(B)	(D)	(A)	(D)	(B)	(B)	(C)	(D)	(D)	(C)
51	52	53	54	55	56	57	58	59	60
(C)	(B)	(B)	(B)	(A)	(D)	(D)	(A)	(A)	(D)
61	62	63	64	65	66	67	68	69	70
(A)	(B)	(B)	(D)	(B)	(D)	(C)	(D)	(D)	(C)
71	72	73	74	75	76	77	78	79	80
(C)	(B)	(B)	(D)	(C)	(B)	(D)	(B)	(D)	(B)
81	82	83	84	85	86	87	88	89	90
(B)	(C)	(D)	(B)	(C)	(C)	(C)	(C)	(C)	(C)
91	92	93	94	95	96	97	98	99	100
(B)	(D)	(B)	(D)	(B)	(B)	(D)	(B)	(B)	(B)

SOLUTIONS

1-B

As per the law, if a person uses a dangerous substance which may be a natural use of land & if such substance escapes, he shall be held liable even though he has taken proper care. Further, the extent of damages depends on the magnitude and financial capability of the institute. Hence, Option (b) is correct

2-C

There is no escape of any poisonous substance from X's estate hence Rylands vs. Fletcher rule of strict liability is not applicable in this scenario. This eliminates 1) and 2). Option 4) is incorrect since the goat escaping is and entering X's land is not something that can be reasonably foreseen. Hence 3) is the correct answer.

Please refer to Ponting v. Noakes.

3-C

In this case, the scenario of Carstairs vs. Tylor would be applied. The rainwater harvesting unit was constructed with the consent of both, including the materials to be used. Further, both benefited from it. Hence 3) is the correct answer.

4-D

In this scenario, there is no liability on the factory since there was no leakage of any substance from the factory or from the waste disposal unit, also the waste was disposed of appropriately by X. Hence there is no liability of any sort on X or the factory. Hence 4) is the correct answer.

5-A

Everyone has a right to operate in a free market and no consent is needed before opening it. The point that the NGO is not for a noble cause and non-profit is irrelevant since there won't be any liability even if Y had wanted to open a pet shop. This is in coherence with the principle of "Damnum sine Injuria". Hence the correct answer is 1) Y is not liable for any damages since there is no legal right of X that he has infringed.

6-B

X had achieved the role rightfully and is part of the filming crew, this makes his safety the responsibility of the crew. Option 1) is incorrect as X signed to act not for a drone falling on him. Option 3) is incorrect since malfunctioning of a drone is something that is a plausible occurrence when shooting is in progress. Option 4) is incorrect since the crew would have been liable for any incident that happened during the normal course of the shooting. Hence 2) is the correct answer.

7-A

The law of malicious prosecution states that there has to make its way between two competing principles, -freedom of action that every man should have in bringing criminals to justice and the necessity for checking lying accusations of innocent people.

8-D

MUNISH only threatened but hasn't initiated malicious prosecution therefore JAGDISH cannot claim relief but he can get relief for intimidating and threatening him under other laws.

9-A

Plaintiff filed for relief against the defendant as the defendant initiated malicious prosecution therefore the first requirement will be false prosecution by the defendant against the plaintiff, not the other way round.

10-C

In the case of Padmavati v. Dugganaika, the driver of the jeep goes to fill the petrol in it. Two people ask for a lift. After some time, the jeep got toppled due to some issue with the right wheel. The two strangers who took the lift were thrown out of the jeep and they suffered some injuries leading to the death of one person.

Here, the Court held that the driver is not liable for any damages or offence because- It was a case of an accident and the strangers had voluntarily gotten into the vehicle. But, the principle of Volenti non fit injuria was not applicable here.

11-D

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them.

12-B

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process.

13-B

If a person agrees to the publication of something about which he was aware of, then such person cannot sue him on grounds of defamation.

14-B

In *Lakshmi Rajan v. Malar Hospital*, a married woman aged forty noticed a lump in one of her breasts but this pain does not affect her uterus. After the operation, she saw that her uterus has been removed without any justification. The hospital authorities were made liable for the removal of her uterus as her consent was taken for the treatment of the lump and not for removing the uterus.

15-A

In the case of *Hegarty v. Shine*, Court observed that mere concealment of facts is not considered to be a fraud to vitiate consent. Hence, the action will fail because mere lack of disclosure of facts does not amount to fraud based on the principle *ex turpi causa non oritur actio* i.e. no action arises from an immoral cause.

16-A

In the case of *Smith v. Baker*, the plaintiff worked on a drill to cut rocks. Some stones were being conveyed using a crane over his head. Once a stone fell on his skull causing some injuries. The court held that the defendants were negligent as they did not inform him before. Mere knowledge of risk does not mean that the person has consented to risk. The maxim *volenti non fit injuria* has no application. But, if a person ignores the instructions given by the employer thereby suffering injury then this maxim applies.

17-B

Vishudh can be held liable for the tort of a nuisance but not trespass. There is a very thin line between tort of nuisance and trespass. Trespass is encroachment upon property whereas nuisance is interference upon another's right to enjoy his property. Here, branches did not encroach upon property but caused interference in freely enjoying one's property.

18-D

In *Homes V. Wilson*, the authorities had constructed a road/bridge. They erected buttresses on the plaintiff's land to support such infrastructure and had not removed them. The authorities were liable to pay full compensation and had further action in continuing trespass in which they were held liable. In continuing trespass, encroachment remains until such object or act is either removed or stopped.

19-A

In case of aerial trespass the object that enters the land aerially should be at such height that it violates the plaintiff's right to enjoy his property. In the present case, an aeroplane that is passing at a height over Raghav's land cannot for the act of trespass, because it does not violate the ordinary use of his land.

20-C

By application of the doctrine of prescriptive easements, the land owner loses the absolute right to exclude people from taking possession of his land when a non-owner has used that land openly, peaceably, continuously, and under a claim of right adverse to the owner for a specified time period.

21-B

In the case of *Sentini Cermica P. Ltd. Vs Kunchi Krishna Mohan and Ors* which cleared law related to Statutory Authority, Court held that Search and seizure on the property of the appellant do not constitute an act of trespass as the act is carried out with sufficient legal backing.

22-B

If a person agrees to the publication of something about which he was aware of, then such person cannot sue him on grounds of defamation.

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In *Lakshmi Rajan v. Malar Hospital*, a married woman aged forty noticed a lump in one of her breasts but this pain does not affect her uterus. After the operation, she saw that her uterus has been removed without any justification. The hospital authorities were made liable for the removal of her uterus as her consent was taken for the treatment of the lump and not for removing the uterus.

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ignores the instructions given by the employer thereby suffering injury then this maxim applies.

26-A

In this case, both the drivers were equally negligent. Damage was caused not by joint action but separate actions. Therefore, A is not entitled to claim damage from the bus driver, owner, or insurance company. Both drivers are not joint tortfeasors, and their liability was not joint and several.

27-C

The principle of joint liability is joint and not several. In this case, due to the rash and negligent Act of both P and Q, the woman sustained severe burns. Therefore, the woman has a choice to hold either P or Q or both of them liable for the Act. Each one of them can make full payment of compensation to the woman.

Hence c) is the right answer.

28-D

According to the principle of joint liability, the liability of the defendants is joint and several. Therefore, Y is entitled to hold either X or the editors and printers for publishing defamatory letters in the magazine.

Hence d) is the right answer.

29-A

The principle of joint liability is also applicable to the principal and agent. If any negligent act or wrong is done by the agent for which the plaintiff suffered loss or injury, both the principal as well as the agent are jointly and severally liable.

Hence a) is the right answer.

30-B

The principle of joint liability is applicable in the relationship of a master and servant. Where the master can be held liable for the wrongful Act of the servant, therefore, both the master as well as the servant is liable as a joint tortfeasor.

Hence b) is the right answer.

31-B

In order to prove the tort of negligence, it is necessary to prove that the person who committed negligence owed a duty of care that was breached by him, which resulted in injury to another person. However, it is not necessary to establish that the person knew that he owed a duty of care.

Hence b) is the right answer.

32-D

The Court, in the case of Palsgraf vs Long Island Railroad Co(1928), has held that the cause of the injury should be in direct relation with the Act; however, in this case, the railway employee was not aware that the bag contained fireworks. Therefore C would not be entitled to claim any damages for negligence.

Hence d) is the right answer.

33-B

The Supreme Court, in the case of Municipal Corporation Of Delhi vs Subhagwanti & Others reported as 1966 SCR (3) 649 in similar circumstances has held that the duty of care towards the public was of the Municipal Corporation to repair the building and therefore the Municipal Corporation would be liable to pay compensation in case someone gets injured due to the collapse of the building.

Hence b) is the right answer.

34-D

The Court, in the case of Nichols v. Marsland (1876), has held that a person cannot be held negligent in case of an injury caused due to an act of God, and in this scenario, the dam broke due to an unexpected act of God which was beyond the control of A. Therefore, he would not be liable for negligence.

Hence d) is the right answer.

35-B

Contributory negligence is a defence in tort law that reduces the liability of the defendant if the other person is also at fault. In this scenario, both the drivers are negligent and are at fault; therefore, nobody would be entitled to receive damages for negligence in this scenario.

Hence b) is the right answer.

36-C

Option c) is correct, as it is an important factor to publish the untrue and false statements and it has not happened and was true. As the publication was not false for the matter already happened.

37-C

According to Section 500 of IPC option A is the correct answer. As it was not only a true statement as given in option C but it was honestly criticised for public interest. As it is an exception provided under the act of defamation

38-A

As he published with intention to harm the reputation of the victim. Option A is not correct option as he was thinking that it would be funny if he circulate it among his friends.

39-B

As there is no proof that the statement was made is true or false to prove it in court for defamation. The matter needs to be proved in the court of law the

40-A

As it was not published among people. It was emailed to Rohit and cannot cause injury to his reputation.

41-B

This question is based on the facts of the case of Gloucester Grammar School In that case the court held that though there was damage, there was no legal injury because no one has a right to an unrestricted and protected market. Fair competition is natural, and there is no right to protect you from it.

42-D

A violation of a legal right, with or without damages, gives rise to tort.

43-A

The act is not something that was not supposed to be done. Every man is entitled to mow his lawn with a properly functioning electric lawn mower as long as he does not do it at some unearthly hour, thus waking up the entire neighbourhood. The damage, if any, to the neighbour, is not legal damage because though every person is entitled to peace and quiet within his property, this is subject to reasonableness.

44-D

No person can enforce a right that s/he has voluntarily waived. Hence, the defence of *volenti non fit injuria* is available to Mahendra.

45-B

The shot was fired at the pheasant in a reasonable manner, and therefore the person being hit by a bullet amounted to the inevitable accident.

46-B

In the given case the action of B is a Trespass and all the requirements for the same are being fulfilled. The plaintiff is having a lawful possession and a person entered there unlawfully. Option B is the correct answer. Option A is incorrect as a positive object cannot justify an act of Trespass. Option C is also incorrect as action B does not fall under an exception. Option D is incorrect as it is incorrect to presume the match was being conducted with only ball and retrieving the same was a necessity.

47-C

It can be noted that necessity is a defence of trespass. In the given case, had X not taken Y's crops indoors, they would have all been destroyed. Hence, X was acting under necessity and therefore option c) is the correct answer. Option A is incorrect as it states the action to be trespassing Option b) is not precise while option c) is. Option d) is incorrect.

48-D

It is given in the passage that in order for establishing a tort of trespass, there to have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. In the given case there was no fault of the defendant and hence the requirements are not fulfilled.

49-D

While taking the defence of consent, the onus is on the defendant. To prove that they entered the land with the consent of the plaintiff. Option d) states otherwise. Therefore, it is incorrect Rest of the options are clearly explained in the passage.

50-C

One of the exceptions to Trespass is necessity. In the said case, there was a necessity and King, believing it in all honesty, tried rescuing Ray and his family from shelling. Hence option C shall be the correct answer. Option a) is incorrect as King's interference was not unlawful.

51- C

The agreement is void due to a mutual mistake of fact essential to the contract. As clearly stated in maxim *ignorantia facti excusat ignorantia juris non excusat* here both the parties are under the mistake of fact as they were unaware of the death. This agreement is void.

52-B

No, the contract is invalid because there was a mistake regarding the identity of the person the company intended to contract with. As stated in the passage A mistake as to identity occurs when one of the parties represents himself to be some person other than he really is. Here Ram's twin brother is faking up another identity and others are under the mistake of fact thus the contract is void.

53-B

The contract is void because there was a mistake as to the identity of the artist. Here Aisha has posed as a famous painter and thus faked her identity. The buyer Jaya got influenced thinking that Aisha is a famous painter and was under a mistake thus the contract is void

54-B

No, the contract is not void because this was a mistake regarding the value, not a matter of fact. She bought the land with the thought that it'll have a gold mine but it didn't affect the value of the actual land. She bought the place with all her consciousness thus the buying of land is not a mistake.

55-A

The contract is void because both parties were mistaken about an essential fact of the agreement. When the subject matter of the contract is compromised or mistaken the contract doesn't exist and under the context of the mistake of both parties, the contract is void.

56-D

In accordance with the passage, any action that aids State machinery must be supported by legal authority. The claim of privacy breach claimed by W cannot be upheld because every step of the process was done in accordance with the usual terms and conditions. We rule out options A and B as a result. Since the justification offered by option C does not line up with the information in the passage, it is not the correct answer.

57-D

In accordance with the passage, In order to do such, there must be written legislation authorizing an investigating agency to perform an act of surveillance. A law of this nature must adhere to the requirements of the Constitution, specifically Part III of the Constitution. In addition to protecting the person's privacy, this would stop any arbitrary action. The whole passage is about state surveillance. As a result, we rule all options A, B and C.

58-A

An individual's right to privacy can be breached if their privacy is invaded in an unauthorized and illegal manner. It is clear from using common sense that P's right to privacy has not been harmed since he gave the police permission to access the CCTV.

We rule out option B as a result. Options c) and d) are ruled out since they both offer reasoning that is illogical, absurd, and lacking in any legal justification.

59-A

Justice Sundresh emphasizes the need for a codified law that empowers investigating agencies to undertake surveillance while preserving the privacy of individuals and preventing arbitrary actions. Option B is incorrect because although a clear demarcation is mentioned, it is not the key aspect emphasized by Justice Sundresh in relation to enabling surveillance. Option C is incorrect because although the doctrine of proportionality is mentioned, it is not the primary focus in the context of enabling surveillance. Option D is incorrect because although the larger interest of the public is mentioned, it does not capture the specific aspect highlighted by Justice Sundresh regarding the Constitutional mandate and the fundamental right to privacy.

60-D

The International Convention on the Elimination of All Forms of Racial Discrimination primarily focuses on the prohibition and elimination of racial discrimination rather than specifically addressing the right to privacy. On the other hand, the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the European Convention on Human Rights explicitly recognize and protect the right to privacy as a fundamental human right.

61-A

It is the most appropriate answer, here as someone to claim the defence of mistake of fact it is important that the act is fought justified by means of the defence to be the legal first place. In the given fact, Ketaki, who was thought to be Ram was wanted as a criminal.

62-B

In the factual scenario, Anish reported the alleged smuggling of wheat to the police in good faith i.e. he genuinely believed that there was an illegal activity being carried out, his actions therefore, were a mistake of fact and not law.

63-B

For a person to claim the defence of accident it is imperative that the person does the alleged act without any criminal intent or knowledge. The injured caused must be the result of misfortune in the given factual scenario, Kamlesh cannot be said to have criminal intent to harm a human being, as he had a good reason to believe that the person

was an animal destroying his crop as they spotted frequently. Therefore option (b) is correct.

64-D

As per the passage the defence of an accident is to be successfully claimed, It is necessary that the act in addition to being done without criminal intent or knowledge be lawful and done in a lawful manner. None of these ingredients are reflected in Awez's actions. Therefore option (d) is correct.

65-B

For the defence of accident to be successfully claimed it is necessary that the act in addition to being done without a criminal intent or knowledge be lawful and done in a lawful manner. In this scenario, Awez intended to drive away the dog from the fight scene and he cannot be said to have intended the death of the child. Hence option b is correct.

66-B

In this situation, the principle "A right of action cannot arise out of an illegal activity" is the decisive factor. There is no claim as driving a car that is stolen is itself an illegal activity.

67-D

The accident was inevitable since the bolts were unfastened unbeknownst to B. option b) is not the correct answer because of the concept of "remoteness of damage". Option a) is not the right answer as well, since while consenting to take the lift, there was no possibility of being aware of the unfastening bolts, or the risks involved.

68-C

A person residing in society owes a certain level of responsibility to his neighbours. In this scenario, he should have taken care of the bug-infested woodwork, since it could have harmed anyone on any day. He cannot claim the defence of "vis major". The second option is not right as Y was not aware of the infestation, and c) is not right since X's son not getting injured is something that happened because of pure luck.

69-D

The reason why option a) is not true is that there was no way for X to ensure that the ones who asked him to stop firing were indeed policemen. However, he might be liable

for causing hurt. Rest options b) and c) are true as use of force was not necessary when the robbers were outside the house, and X should have called the police immediately.

70-C

X is liable to pay damages since he has no right to provide medical help, as it requires permission from the right authorities. He is also liable for causing hurt, or grievous hurt depending upon the magnitude of infection. a) is not the right option since medical malpractice cannot be levied on someone with no medical licence. b) is not the right option since the consent was wrongfully obtained, and B was not in a condition to know whether X was a doctor or not. d) is not the right option since those people had no wrongful intent.

71-C

Exceptions to the Strict Liability Rule- Wrongful act of third party: When a third party to the two parties in question commits a wrong that brings about a set of circumstances that could damage a person or his property, it is called a wrongful act of third party and is a defence to the strict liability rule.

72-B

One of the exceptions to the rule of strict liability is when the plaintiff himself is at fault. When it is the fault of the plaintiff himself due to which his property or person has been damaged, he cannot claim damages from the defendant.

73-B

One of the exceptions against the rule of strict liability is when Work is maintained for the common benefit of the plaintiff and defendant, with the consent of the plaintiff. Then the plaintiff cannot claim damages. But here Y can claim damages because X never took his consent.

74-D

Here, in Dunne v. North West Gas Board case, the plaintiffs brought an action against the Board after the gas had escaped from a rupture in the water main leading to five different casualties. The defendant was not held liable as it was a consented act and the Board had not accumulated the substance for its own benefit but for the benefit of the residents.

75-C

If any entity provides services due to statutory obligation then in such case the entity cannot be held liable if there is no negligence on their part. This is an exception to the rule of strict liability.

76-B

In order to prove the tort of negligence it is necessary to prove that the person who committed negligence owed a duty of care which was breached by him which resulted in injury to other person. However it is not necessary to establish that the person knew that he owed a duty of care.

77-D

The Court in the case of *Palsgraf vs Long Island Railroad Co*(1928) has held that the cause of injury should be in direct relation with the act, however in this case the railway employee was not aware that the bag contained fireworks, therefore C would not be entitled to claim any damages for negligence.

78-B

The Supreme Court, in the case of *Municipal Corporation Of Delhi vs Subhagwanti & Others* reported as 1966 SCR (3) 649 in similar circumstances has held that the duty of care towards public was of the Municipal Corporation to repair the building and therefore the Municipal Corporation would be liable to pay compensation in case someone gets injured due to the collapse of the building.

79-D

The Court in the case of *Nichols v. Marsland* (1876) has held that a person cannot be held negligent in case of an injury caused due to an act of god and in this scenario the dam broke due to unexpected act of god which was beyond the control of A, therefore, he would not be liable for negligence.

80-B

Contributory negligence is a defense in tort law that reduces the liability of the defendant if the other person is also at fault. In this scenario both the drivers are negligent and are at fault, therefore nobody would be entitled to receive damages for negligence in this scenario.

81-B

Essential of Strict liability is: - Dangerous things which escape from the control and non-natural use of land. Here, in our case, the lion is considered as dangerous thingthings which escape from the premises, and X was in the use of non-natural use of land.

Hence, option (b) is correct answer.

82-C

Essential of Strict liability is: - Dangerous Things which escape from the control and non-natural use of land. Here, the first essential is not fulfilled. Phone cannot be considered as a dangerous item. Hence, no point of strict liability exists here. It is not connected to absolute liability as Y is not engaged in any hazardous activity.

Hence, option (C) is correct.

83-D

There are some exceptions to Strict liability. 'Consent of the Plaintiff' is one of the exceptions and it follows the principle of 'volenti non fit injuria'. In our case, consent of Bejal was there for the water source, and if it escaped from the scope of Amit, she can not claim any damages.

Hence, option (D) is correct.

84-B

If the plaintiff is at fault and damage is caused, the defendant would not be held liable since the plaintiff himself came into contact with the dangerous thing. This is one of the exceptions of Strict liability. Rohan's horse came in contact of dangerous leaves and died.

Hence, option (b) is correct.

85-C

If a person is engaged in an inherently hazardous or hazardous activity and harm is caused to a person as a result of an accident which occurred while engaged in such inherently hazardous and hazardous activity, then under the rule of absolute liability the person carrying out such activity shall be held fully liable. Here, Factory's owner will be liable as it fulfills all the condition of absolute liability.

Hence, option (C) is correct.

86-C

Strict liability applies to activities that are inherently dangerous, meaning they have an elevated risk of causing harm even when all possible precautions are taken. This does not mean that strict liability is limited to such activities, but it is commonly applied in these situations.

87-C

This scenario is an example of strict liability. The nature of the activity (keeping a wild animal) is inherently dangerous. Despite all precautions taken, if harm is caused, the owner is held liable. The liability arises from the fact that Mr. Johnson's leopard caused harm, irrespective of his intentions or the precautions he took.

88-C

This scenario illustrates the application of strict liability. The construction company is conducting a dangerous activity (blasting in a populated area), which, despite all precautions, has resulted in damage. The company is held liable under strict liability because its operations caused damage, irrespective of whether it followed all safety guidelines or knew the damage could occur. The car owner's actions (or lack thereof) do not absolve the company of its liability.

89-C

This is another scenario that demonstrates absolute liability. The nuclear power plant, despite all safety measures, is held liable because its operations (production of nuclear power, an inherently dangerous activity) led to harm. The principle of absolute liability disregards the defences such as act of God (natural calamity), precautions taken, or knowledge of the possible meltdown; the entity involved in hazardous activities is liable for any harm caused due to these activities.

90-C

The chemical factory is liable because its operations caused harm.

Explanation: this scenario is an example of absolute liability. Despite the fact that the factory was ignoring all safety regulations it is still held liable because its operations that involve storage and handling of hazardous chemicals lead to harm. The principle of absolute liability does not consider the precautions taken or whether the company was aware of the faulty valve, it only considers the fact that the factory's operations lead to leak of gas.

91-B

Under the principle of vicarious liability, an employer can be held responsible for the negligence of an employee that occurs during the course of employment. In this case, Mr. Smith was carrying out his duties (delivering a pizza) when the accident occurred, which may render Pizzalicious liable for the pedestrian's injuries, regardless of whether they instructed Mr. Smith to rush or not.

92-D

Vicarious liability applies when an employee is acting within the scope of their employment. In this scenario, Ms. Johnson was not performing her duties as a teacher when the accident occurred, but was rather commuting, which is a personal activity. Therefore, Sunny Day School would not typically be held vicariously liable for the accident.

93-B

Vicarious liability generally applies to relationships where one party has control over the conduct of the other, such as an employer-employee relationship.

However, independent contractors are typically not considered employees, and hence, those who hire them are usually not held vicariously liable for their actions.

94-D

According to the principal of vicarious liability the teacher that was appointed by the school is liable for negligence as he was appointed by the school and the picnic was taken under the authority and permission of school. Therefore the school is liable for the act under respondent superior.

95-B

Under the principle of vicarious liability, an employer can be held responsible for the negligent actions of an employee that occurs during the course of employment. In

this case, the barista was performing her duties (serving coffee) when the incident occurred, which may render The Cozy Cup liable for the customer's injuries, regardless of whether the

the coffee machine is owned by the café or not.

96-B

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Mr Smith was carrying out his duties that is delivering a pizza when the accident occurred, which may render Pizzalicious liable for the pedestrian's injuries, regardless of whether they instructed Mr. Smith to rush or not.

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99-B

In this scenario, the school could be held vicariously liable for the teacher's negligence as she was performing her duties (supervising children at a school picnic) when the incident occurred. The principle of vicarious liability would apply irrespective of the location of the picnic or the ownership of the picnic location.

100-B

Under the principle of vicarious liability, an employer can be held responsible for the negligent actions of an employee that occur during the course of employment. In this case, the barista was performing her duties (serving coffee) when the incident occurred, which may render The Cozy Cup liable for the customer's injuries, regardless of whether the coffee machine is owned by the café or not

CRIMINAL LAW

Q1. Paul buys a knife for the purpose of killing John but after some time, his intention to kill John has changed and he used that knife in the kitchen. Paul will be liable for?

- A) Paul will be liable to buy the knife.
- B) Paul will be liable for murder.
- C) Paul will be liable for attempt to murder.
- D) Paul will not be liable.

Q2. Dan, a serial killer buys a gun and keeps the same in his pocket fully loaded in order to kill his enemy Krishan, but he does nothing more in furtherance of it. Dan will be liable for?

- A) Dan is liable for killing
- B) Dan is not liable
- C) Dan is liable for preparation
- D) Dan is liable for his intention.

Q3. Mr. Daksh makes preparation to counterfeit the government issued currency notes. He buys printing machine and the is prepared to counterfeit the notes. Daksh will be liable for?

- A) Daksh will not be liable for preparation.
- B) Daksh will be liable for counterfeiting currency notes.
- C) Daksh will be liable for the preparation of counterfeit currency notes.
- D) Daksh will not be liable for the attempt to counterfeit currency notes.

Q4. Which of the following elements is not necessary to constitute an attempt.

- A) Men's Rea to commit an offence.

- B) Fulfilment of the purpose.
- C) An act that constitutes the actus reus of a criminal attempt.
- D) Failure in accomplishment.

Q5. Qazi puts his hand in the pocket of Abdul for stealing money, but his pocket was empty. Qazi is guilty of?

- A) Theft
- B) Not guilty of theft
- C) Guilty of attempt to commit theft
- D) Not guilty of any offence.

Q6. A, a doctor prescribed the wrong medicine to B's cattle with the intent to get more paid in future for aggravated complication

- A) A is liable for mischief
- B) A is liable for negligence
- C) A is liable for cheating
- D) None of the Above

Q7. Ram planned to kill Raman and shoots his shadow in an attempt to kill him. Ram will be liable for?

- A) Ram will be liable for murder.
- B) Ram will be liable for attempt to murder
- C) Ram will not be liable for attempt to murder.
- D) None of the above.

Q8. Mahi makes an attempt to steal some jewels by breaking open a box and finds after opening the box that there is no jewels in it. Mahi is guilty of?

- A) Guilty of attempt to commit theft
- B) Theft

- C) Not guilty of theft.
- D) Not guilty of any offence.

Q9. B is a business competitor of A. Once B went to visit A for a discussion on a land dispute between them during the discussion out of rage A tears off some papers related to land and says now land is mine. Decide

- A) A is liable for mischief
- B) B is liable for mischief
- C) Both are liable for fighting
- D) None of the above

Q10. Mohan applied to a university for the post of teacher. He claimed to be postgraduate in English and in order to support his claim, he submitted some documents. It was later found that he was not even a graduate, and the documents were forged. Mohan will be liable for?

- A) Cheating
- B) Attempt to cheat
- C) Mohan will not be guilty of any offence.
- D) None of the above.

Q11. Which of the following statements is wrong?

- A) Accomplishment is the last stage in the commission of an offence.
- B) It means successful completion of act.
- C) If the accused becomes successful in his attempt to commit the crime, he will not be guilty of the complete offence.
- D) If the attempt is unsuccessful, t

Q12. Mansi fires at Priya with the intention to kill her, as a result Priya dies. Mansi will be liable for?

- A) Mansi will be liable for committing the offense of murder.
- B) Mansi will not be liable for committing the offense of murder.
- C) Mansi will be liable for attempt to murder.
- D) Mansi will be not liable for attempt to murder.

Q13. Anyone who attempts to commit suicide and does any act towards the commission of such offence shall be punished in IPC. Why?

- A) Killing oneself or others is a crime
- B) Right to life does not include the right to die
- C) Committing suicide is a heinous crime
- D) Committing suicide is a criminal offence and punished with lifetime imprisonment.

Q14. The Courts have evolved some tests to determine at what stage an act or series of acts done towards the commission of the intended offence would become an attempt. Identify which one of the following test is not correct?

- A) The Proximity Rule
- B) The doctrine of Locus Poenitentiae
- C) The Equivocality Test
- D) Doctrine of proportionality

Q15. Attempt to commit any offence is punishable with _____ of the term of imprisonment provided for the offence.

- A) Half
- B) One fourth
- C) One third
- D) full

Q16. A is the land owner and B is the lessee and have taken the house on lease they live in different houses. In one month she delayed the payment of rent and after that at night when B was sleeping A entered the house and said will sit here until you make payment. Decide

- A) A is liable for trespass
- B) A is not liable for trespass as he owns the house
- C) A is not liable
- D) B is liable

Q17. Which of the following does not convey the meaning of the word 'deterrent'?

- A) Abstain from any wrongdoing
- B) Discouraging someone from doing something
- C) Serves to make someone less likely to do something.
- D) Encourage someone to inculcate some good habits.

Q18. Which among the following is not a component of deterrent theory?

- A) Severity
- B) Certainty
- C) Celerity
- D) Skepticism

Q19. Which of the following is not the major drawback of deterrent theory?

- A) It allow the justice system to reform criminals.
- B) Punishment does not create fear in the criminal's mind once the punishment is over.
- C) This type of punishment does not create fear in the hardened offenders' minds.
- D) Those who are determined enough to act on their beliefs

Q19. X threatens Z that he will keep Z's child in wrongful confinement unless Z agrees to leave the village permanently and donate his entire property to a village temple. Z in order to avoid evil consequences of the threat agrees to do so. What offence have been committed?

- A) X is not guilty of extortion.
- B) X is guilty of extortion.
- C) X is guilty of criminal intimidation.
- D) None of the above.

Q20. Which of the following does not explain the aim of deterrent theory?

- A) To prevent the criminals from attempting any crime or repeating the same crime in future
- B) To provide justice to the victim.
- C) To deter other member of the society from committing the same offence.
- D) To inculcate moral obligation within people. <

Q21. What following type of punishment shall act as a deterrent for society?

- A) Sentence
- B) Death penalty
- C) Damages
- D) Injunction

Q22. What is the core principle of retributive theory?

- A) Desert
- B) Proportionality
- C) Both a and b
- D) None of the above

Q23. Which of the following is not the major idea of retributive theory?

- A) An eye for an eye and tooth for a tooth.
- B) It is not the moral responsibility of thief to serve punishment.
- C) Criminals deserve punishment on account of their wrongdoings.
- D) Retributivists believe that a guilty person should not suffer in pain

Q24. Which of the following is not an advantage of retributive theory?

- A) Emphasis on Proportional punishment
- B) Retributive punishments send out a message that only those who deserve punishment should serve it.
- C) Not meting out to punishment is unfair to victims and society alike.
- D) There exists concepts like mercy and pardon<

Q25. Which of the following is not a disadvantage of deterrent theory?

- A) Sometimes the punishment may become disproportionate with the seriousness of the crime.
- B) Society develops feelings of vengeance and destructive tendencies follow
- C) The State may become autocratic in its functioning, using the punishment to torment people.
- D) The feeling of trust within the society towards the judiciary i

Q26. A died on 15th October 2019, but his wife B claimed insurance on 20th November 2019 and presented a death certificate in which the date of death mentioned was 15th November 2019. Decide

- A) B is liable for forgery
- B) B is not liable for forgery
- C) A is liable for cheating
- D) None of the above

Q27. Which of the following sculpture is not based on retributive theory?

- A) Bible
- B) Ramayana
- C) Mahabharata
- D) Durga Saptshati

Q28. What is the main object behind preventive theory?

- A) To transform the criminal, either permanently or temporarily.
- B) Doesn't involve moral or humanitarian ground.
- C) The idea is to bring the criminals back into the society after reformation
- D) It also deters the criminal from committing the same crime again. <

Q29. What are the type of punishments awarded under preventive theory?

- A) Life sentence
- B) Death penalty
- C) Both a and b
- D) None of the above

Q30. Which of the following is not a way in which preventive theory is exercised?

- A) By instilling the fear of punishment in the mind of a probable offender
- B) By disabling an actual offender, either permanently or temporarily
- C) By educating the public at large about the threat of the punishment
- D) By educating the public at large about the threat of the punishment

Q31. What are the factors on which the effectiveness of preventive theory depends?

- A) It depends on how fast the system works
- B) how accurate are the investigation and reports are.
- C) How fast the criminals are awarded punishments.
- D) All of the above.

Q32. Which among the following is not a type of theories of punishment?

- A) Retributive Theory
- B) Deterrent Theory
- C) Compensatory Theory
- D) Capacitation Theory.

Q33. Which of the following is correct meaning of the word reformativ action?

- A) Improvement
- B) Curative
- C) Amendatory
- D) All the above

Q34. Which of the following is not correct with respect to reformative theory?

- A) To transform the individual
- B) Individualism is central to reformative theory.
- C) It is premised on humane concept
- D) All of the above

Q35. Indian legal system is based on which type of theory of punishment?

- A) Reformative Theory
- B) Preventive Theory
- C) Retributive Theory
- D) Retributive Theory

Q36. Which of the following article of the constitution delas with reformative theory?

- A) Article 71 and 162
- B) Article 72 and 161
- C) Article 32 and 158
- D) Article 48 and 132

Q37. Which of the following is used as a reformative social control strategies?

- A) Probation
- B) Parole
- C) Pardon

D) All of the above

Q38. How many kinds of punishments are recognized under Section 53 of the Code?

A) Five

B) Four

C) Three

D) Two

Q39. What among the following is a principle of sentencing?

A) Parsimony

B) Proportionality

C) Parity

D) All of the above

Q40. In which of the following case it was held that death penalty can be awarded only in 'rarest of rare cases'?

A) State of Tamil Nadu v. Nalini

B) Bachan Singh v. State of Punjab

C) Jai Kumar v. State of Madhya Pradesh

D) Suresh Chandra Bahri v. State of Bihar

Q41. Which sections mentions the punishment for waging war against the government of India?

A) Section 145

B) Section 121

C) Section 303

D) Section 132

Q42. What are the two kind of imprisonment as per Section 53 of IPC?

- A) Simple imprisonment.
- B) Rigorous imprisonment
- C) Both a and b
- D) None of the above

Q43. A was very much obsessed with copying art in order to copy figures made on government documents he used to copy the whole document and kept all of them in his collection in Almirah. Decide

- A) A is liable for forgery.
- B) A is not liable for forgery
- C) A is liable for cheating
- D) None of the above

Q44. Mr. A, a soldier, fires on a mob by the order of his superior officer, in conformity with the commands of the law. What will be the liability of Mr. A?

- A) Mr A will be liable for an attempt to murder
- B) Mr. A will be liable for murder
- C) Mr. A will not be liable for any offence
- D) Mr. A will not be liable for any offence

Q45. Mr, A, an officer of a Court of Justice, being ordered by that court to arrest Y, and after due inquiry, believing Z to be Y, arrested Z. Has A committed any offence?

- A) Mr. A will not be liable for any offence.
- B) Mr. A will be liable for offence because he should have made proper enquiry before arresting Z.
- C) Mr. A will be liable for offence because he was not ordered to arrest Z
- D) None of the above.

Q46. Which section of the IPC talks about the general exception 'mistake'?

- A) Section 79
- B) Section 76
- C) Section 80
- D) Section 82

Q47. In which of the following cases exception of mistake cannot be granted?

- A) When the state of things believed to exist would have justified the act done.
- B) The mistake is reasonable
- C) The mistake relates of fact and not of law.
- D) The mistake relates of law and not of fact.

Q48. Mr. A mistakes Y to be Z and killed Y. He pleaded in court that he did not intent to kill Y at all. He mistaken Y to be Z who he wanted to kill and hence he should be given the defence of mistake. Is Mr. A liable?

- A) Mr. A is not liable and can claim defense of mistake.
- B) Mr. A is liable and can not claim defense of mistake.
- C) Mr A cannot claim the defense because the fact itself is illegal here.
- D) Mr A can claim the defense because the fact itself is illegal here.

Q49. A died on 15th October 2019 and his son B told the insurance company that he died on 20th November 2019 and asked for an insurance claim in accordance with that. Decide

- A) B is liable for cheating
- B) B is liable for forgery
- C) B is liable for both
- D) None of the above

Q50. X is having a house on the roadside which is also having a street on the back of the house. He has a lawn on the back of his house where he has built a toilet. To prevent the intruders from entering his house, he got the fence charged with a high voltage live electric wire. Z was passing through the street at the backyard of the house of X and sat down to take rest near the fence. While getting up, his hands came in contact with the fence which was connected to high voltage electric wire causing his death.

- A) X has not committed any offence because he has right to prevent trespass.
- B) X has committed an offence of causing death by rash and negligent act.
- C) X has committed no offence because he does not have any enmity with X.
- D) X has committed an offence because he does not have the right to prevent trespass.

Q51. Which section of IPC defines accident?

- A) Section 80
- B) Section 83
- C) Section 84
- D) Section 82

Q52. Paul dictates his will to Anil. Anil writes down a different heir from the heir named by Paul, and by representing to Paul that he has prepared the will according to his instructions, induces Paul to sign the Will. Decide

- A) Anil is liable for cheating
- B) Anil is liable for forgery
- C) Anil is liable for misappropriation
- D) None of the above

Q53. A, an employee of B finds a seal lying and keeps it. Once he affixes the seal on a document and submits it to the account department and claims a bonus. Decide

- A) A has committed forgery
- B) A has not committed forgery

- C) A has done a breach on contract
- D) None of the above

Q54. A and B are partners of a company. A wanted to make a deal with a company and for that, he needed the signature of B but B was not in favour as it was unethical. On one fine day with other documents, B made A sign the same documents. Decide

- A) A is liable for forgery
- B) A is liable for attempt to forgery
- C) A is not liable for forgery
- D) A is liable for making of false document

Q55. A and B are not on good terms. Once while crossing A's house B saw his wife with A in a compromising position. He felt cheated and on a family gathering killed him and took the defence of grave and sudden provocation. Decide

- A) B is liable for culpable homicide
- B) B is liable for murder
- C) B is liable for an attempt to murder
- D) None of the Above

Q56. Sam attacks Jam With a stick. In order to defend himself, Jam takes out his pistol but before he can point his gun toward him Sam kills Jam by hitting his head with a stone. Decide

- A) Sam is liable for culpable homicide
- B) Sam is liable for murder
- C) Jam is liable for culpable homicide
- D) Jam is liable for murder

Q57. A and his wife B were in possession of some land of E on lease and they were farming it for years. Once their payment of the lease delayed but had their

crop on the land. The landlord came to the land and attempted to harvest the crop. A killed E and took exercise right to private defence of property. Decide

- A) A is liable for culpable homicide
- B) A is liable for murder
- C) A is liable for negligence
- D) None of the above

Q58. A and S are friends. While crossing the street A saw his wife Q in a compromising position with S. He immediately entered his friend's house and killed him with a blow of Stick.

- A) A is liable for murder
- B) A is liable for culpable homicide
- C) A is neither liable for culpable homicide nor murder
- D) A is liable for negligence

Q59. 'A' is at work with a hatchet; the head flies off and kills a man standing nearby. Proper precautions were not taken on behalf of A. Discuss the liability of A.

- A) A will be liable for murder
- B) A will not be liable for murder because he took proper precautions and has no criminal intention to kill the nearby man.
- C) A will not be held liable because he did not do any explicit act.
- D) A will be held liable because he murdered

Q60. A and B were married to each other and had a beautiful daughter Z. B's family used to taunt her about having a daughter. Once on the occasion of Diwali Mela A left her daughter on the street so that someone could come and take her and was hidden there to see. Z was just 7 months old and due to being on the street the whole day without milk and water died there. A will be held liable for –

- A) A is liable for murder

- B) A is liable for culpable homicide
- C) A is liable for death by negligence
- D) None of the above

Q61. A surgeon, in good faith, communicates to the wife of the patient that the life of her husband is in danger. The wife dies as a consequence of the shock. The surgeon has committed no offence, though he knew it to be likely that the communication might cause the patient's death. Discuss the liability of the surgeon.

- A) He will be liable for murder.
- B) He will be not be liable for murder
- C) He will not be liable for murder because he did so in good faith.
- D)None of the above.

Q62. Which of the following is not an essential element of accident?

- A) Act should be without any criminal intention or knowledge.
- B) Accident should occur while doing a lawful act in a lawful manner by lawful means.
- C) Accident should occur despite taking proper care & caution.
- D) Accident should occur despite taking proper care & caution.

Q63. Paras, a child of 6 years fires a revolver, which results in the death of his father. In this case,

- A) Paras will be guilty of murder, because he has committed murder.
- B) Paras will not be guilty of murder because he fired the revolver accidentally at his father.
- C) Paras will not be guilty because he is below 7 years of age and thus incapable of an offence.
- D) Paras will be liable to the punishable offense.

Q64. A and B were walking on a street, and a group of beggars came to them for food. Both of them asked to go. On the next day, 3 beggars from the group died. Decide

- A) A and B are liable for culpable homicide
- B) A and B are liable for murder
- C) A and B are liable for death by negligence.
- D) None of the Above

Q65. Amar a child of 9 years, finds a gold chain in the house of his uncle and gives it to his brother Rohit, aged 5 years, asking him not to tell anyone. The uncle reported it to the police station and police conducted a search. During the search, the gold coin falls from the pocket of Rohit and when the police ask Rohit, he says that it was given to him by his brother Amar.

- A) Both Amar and Rohit are guilty of theft.
- B) Amar is guilty of theft but Rohit is not.
- C) Both Amar and Rohit are not guilty of theft.
- D) None of the above.

Q66. A, a child born on January 01, 2005 killed another child B on December 30, 2011.

- A) A has committed no offence.
- B) A has committed the offence as it is heinous crime.
- C) Killing of one child by another child is not an offence.
- D) Killing of one child by another child is not an offence.

Q67. A was employed with the municipality to repair the street lights of the park. Then once in the middle of repairing one light he got a call and left the operating system on the pole and light open. A child came nearby and got electrocuted. A is liable for

- A) A is liable for causing death by negligence
- B) A is liable for culpable homicide

- C) A is liable for murder
- D) A is not liable at all

Q68. Which section of IPC defines the defence of infancy?

- A) Section 81
- B) Section 83
- C) Section 84
- D) Section 82

Q69. What is the correct meaning of the term 'doli incapax'?

- A) Incapable of doing any harm
- B) Incapable of committing a crime.
- C) Both a and b
- D) None of the above

Q70. A and B were fighting and in the meanwhile B tried to run away and A chased him with a gun in his hand. He found B in the market and shot him the bullet got diverted and C died. Decide

- A) A is liable for murder
- B) A is liable for culpable homicide
- C) A is liable for death by negligence
- D) None of the above

Q71. According to McNaghten rules, legal insanity is quite different from medical insanity. It relates to the?

- A) Total Loss of conative faculties
- B) Total loss of cognitive faculties
- C) Congenital insanity
- D) None of these

Q72. A was suffering under an insane delusion that X and Y were persecuting him. He bought a knife in order to revenge himself on them, and that very evening he went to their club and stabbed them dead. Decide the responsibility of A.

- A) A cannot be held liable because was not able to understand the consequences of his act.
- B) A can be held liable.
- C) A can be held liable because he was able to understand the consequences of his act.
- D) A cannot be held liable because he is an insane person suffer

Q73. The proof of insanity lies on the?

- A) Prosecution
- B) Accused
- C) Parents
- D) Doctors attending the accused.

Q74. A beat B, and he fell down unconsciously, thinking B to be dead put the body in a bag and threw it in the river to destroy evidence. Later in medical examinations, it was found that B died due to drowning.

- A) A is liable for murder
- B) A is liable for culpable homicide
- C) A is liable for causing death by negligence
- D) None of the Above

Q75. Which section of IPC defines the defence of unsoundness of mind?

- A) Section 81
- B) Section 85
- C) Section 84
- D) Section 82

Q76. Which of the following is not a principle to determine insanity?

- A) Insanity at the time of commission of the offence.
- B) Legal insanity of a person.
- C) State of persons' mind before and after the commission of offence.
- D) Naturally impaired cognitive faculties of mind.

Q77. 'A' carelessly left an iron pole across a public road 300 m from that spot was a traffic signal indicating speed limit to be 20 kmph. B, riding a scooter at 80 kmph, noticed the protrusion from a distance, but still could not avoid it, collided with the pole and was injured. In an action by B against A.

- A) B will lose as he was driving very fast
- B) B will lose for some other reasons
- C) B will succeed, because A was careless
- D) B will win for some other reasons

Q78. Alia and Biru got married in the year 2020 and were living happily. Before marriage, Alia was suffering from a rare condition. In the year 2022, Alia died and the reason could not be discovered by doctors as there was not a single body injury. Decide.

- A) Biru is liable for dowry death
- B) Biru is not liable for dowry death
- C) Biru is liable for causing death by negligence
- D) None of the above

Q79. 'A' was having a get together with his old friends and on his friend's suggestions, he consumed some alcohol. On his way back to home at night, 'A' heard some footsteps and turning back, he imagined he saw a figure moving towards him with a spear. In fact, it was only a man, 'B' with an umbrella, who was telling 'A' to walk carefully since 'A' appeared to be unsteady. However, 'A' proceeded to attack 'B' with an iron rod leading to grave injuries to 'B'. Is 'A' guilty of causing grievous hurt to 'B'?

A) No, 'A' is not guilty because in his intoxicated state, the umbrella appeared a spear to him and he exercised his right of private defence.

B) No, 'A' is not guilty because 'B' could have attacked 'A' with his umbrella

C) No, 'A' is guilty because 'B' could have attacked 'A' with his umbrella

D) No, 'A' is guilty because in his intoxicated state, the umbrella appeared a spear to him and he exercised his right of private defence.

Q80. Under which of the following conditions will the defence of consent not be available?

A) Consent given under fear of injury

B) Consent given under misconception of facts

C) Consent given by insane person or a child.

D) Consent given by a drunk person.

Q81. A in good faith, for his daughter's benefit without her consent, has consented for transplantation, knowing it to be likely to cause death in the process, but not intended to cause her death. Discuss the liability of A.

A) A will not be liable for murder.

B) A will be liable for murder of his daughter.

C) A will not be liable as he can claim the defence of consent under section 89 of IPC.

D) None of the above.

Q82. X, on being friendly terms with Z, goes into his wardrobe in his absence and takes away his shirt without Z's express consent for the purpose of attending a party tonight, and the intention of returning it. Discuss the liability of X.

A) X will be liable for theft.

B) X will not be liable for theft.

C) X will be liable for theft because he took the shirt without the permission of Z.

D) X will not be liable for theft as he has implied consent of Z.

Q83. Abhi and Jeetu got married in the year 2022 and were living happily. In the year 2023, Jeetu attempted UPSC and failed. Her husband asked her to give it a second try, next day she committed suicide.

- A) Abhi is liable for dowry death
- B) Abhi is not liable for dowry death
- C) Abhi is liable for causing death by negligence
- D) None of the above

Q84. Vasu, under the influence of madness, attempts to kill Venkatesh. Venkatesh, defending himself against Vasu's attacks and kills Vasu. In the present case-

- A) Venkatesh is guilty of murder.
- B) Venkatesh is not guilty of murder, because he has the right of private defence of body even against a mad person.
- C) Venkatesh is guilty of murder, because he does not have the right of private defence of body against a mad person because a mad person is incapable to commit an offence.
- D) The right to defense does not lie against a mad person.

Q85. Robbers, armed with knives and crowbars, broke the access door of a house and entered it. The owner of the house took out his gun and threatened to shoot them. The robbers ran out of the house and started pelting stones. The owner opened fire. Having heard the gun shot, the police rushed to the place and announced that the owner must stop firing. The owner, suspecting mischief continued to fire and a policeman was injured by a shot. The robbers meanwhile fled. The owner was sued for attacking a public servant on duty.

- A) The owner shall be liable for causing harm, in excess of what is necessary for self defence.
- B) The owner shall not be liable for attacking the public servant as such, though he may be held liable otherwise.
- C) The owner's action is justified by the consideration of self defence.
- D) The owner shall not be liable for causing harm, in excess of what is necessary for self defence.

Q86. Ashok in his madness attempts to kill Rahul. Rahul in order to save himself hits Ashok with iron rod. What is the liability of Ashok?

- A) Both Ashok and Rahul are guilty of no offence
- B) Rahul has right of private defence though Ashok is mad
- C) Rahul has no right of private defence since Ashok is mad
- D) A) Both Ashok and Rahul are not charged guilty.

Q87. Abhi and Mani were married in the Year 2020. Mani had a habit of clubbing but was objected to by her in-laws and she was asked to come early every night. She felt bad and humiliated and committed suicide. Decide.

- A) Abhi is liable for dowry death
- B) Abhi is not liable for dowry death
- C) Abhi is liable for abetment
- D) Abhi is liable for cruelty

Q88. 'A' as cattle was being regularly stolen and 'A' was unable to apprehend the thief. One night, 'A' finally manages to catch 'B' untying his cow from the cowshed under the cover of darkness. 'A' slowly crept up to 'B' and slashed his neck with a sickle leading to the death of 'B'. Is 'A' guilty of the offence of culpable homicide?

- A) No, 'A' was only exercising his right of private defence of property
- B) No, 'B' continued stealing of his cattle would have rendered his business inoperable
- C) Yes, 'A' had no reasonable apprehension that 'A'
- D) Yes, 'A' had no reasonable apprehension that 'A'

Q89. Krishna was walking on a lonely road. Maniyan came with a knife and said to Krishna, Your life or your purse. Krishna pulled out his revolver. On seeing it, Maniyan ran. Krishna shot Maniyan in his legs. Decide.

- A) Krishna will not be punished, as there was danger to his property.
- B) Krishna will not be punished, as the force he used was proportionate to the apprehended injury.

C) Krishna will be punished, as the force employed was disproportionate to the apprehended injury.

D) Krishna will be punished, as the force employed was proportionate to the apprehended injury.

Q90. Ritu and Balli were married to each other in the year 2019. Their neighbour used to hear quarrels between husband and wife daily and on 13th December 2022 there was a huge conflict. On 14th December 2022, Ritu died as her house was set on fire. Decide

A) Balli is liable for dowry death

B) Balli is not liable for dowry death

C) Balli is not liable for cruelty

D) None of the above

Q91. M owed Rs 1000 to P but did not pay back though the latter made demands several times. P lastly made another demand but M as usual promised to pay later whereupon P kicked him twice on the abdomen and M collapsed and died. What offence is P guilty of? What offence, if any, has been committed?

A) It could be said that P intended or knew that kicking on the abdomen was likely to endanger life and consequence he is guilty of causing death.

B) P is guilty of murder.

C) P is guilty of culpable homicide.

D) P is guilty of causing grievous hurt.<

Q92. A causes an injury to Z, which results in his death. It was never intended by A to cause his death nor in normal conditions it could have caused Z's death. What offence A has committed? What offence have been committed?

A) The offence committed is neither of causing grievous hurt nor of culpable homicide, but of causing simple hurt.

B) The offence committed is murder.

C) It is case of culpable homicide.

D) It is a case of causing grievous hurt

Q93. In the course of an altercation between A and B on a dark night, the former aimed a blow with his stick at the head of the later. To ward off the blow, B's wife X, who had a child on her arm intervened between them. The blow missed its aim and fell on the child head causing severe injuries, due to which the child died. Discuss the liability of A. What offence has been committed?

A) He is guilty of murder.

B) A is guilty of causing simple hurt, as the blow, if it had fell upon the complainant would have caused simple hurt.

C) He is guilty of culpable homicide

D) None of the above

Q94. A, a chain snatcher, forcibly pulled the ear rings from the ears of an old lady. Both the ear lobes were torn and the old lady suffered pain and suffering for over three weeks. For what offence can A be prosecuted? What offence have been committed?

A) He is guilty of theft.

B) A is guilty of voluntarily causing 'grievous hurt'.

C) He is guilty of rash and negligent.

D) None of the above.

Q95. A, a married woman, died within seven years of her marriage in unnatural circumstances. The dead body was recovered from a well adjacent to the family of the accused. The cause of death, as per post mortem report was not drowning but strangulation. There was witness account to the effect that since the marriage the girl was being tortured and even assaulted for dowry. She was even deserted but was taken back under the pressure of the mediator. Is the accused and his family liable for dowry death?

A) The accused are guilty of murder.

B) The accused are guilty under Section 304 B and section 498 A.

C) The accused are guilty of culpable homicide.

D) The accused are guilty of causing grievous hurt.

Q96. X saw Y removing a 'Stereo' from a car parked in Kamla Nagar. X demands Rs 200 from Y, giving him a threat that if he didn't give the money, he would inform the police. Y gave the money. What offence have been committed?

A) X is not committed any offence.

B) Y is guilty of theft.

C) X has committed the offence of extortion.

D) None of the above.

Q97. What is the meaning of the term corpus delicti?

A) Body of dead

B) Copy of dialogue

C) Body of Crime

D) Decision taking body

Q98. A refused to register the marriage of B and C. C refused to enter their marriage in the register unless he was paid Rs 50. B paid the money. What offence has been committed?

A) A has committed criminal misappropriation.

B) A is liable for redtapism.

C) A cannot be convicted for extortion.

D) None of the above.

Q99. P, a police officer, arrested B and refused to accept bail until Rs 500 was paid and released him only when the amount demanded was paid. What offence have been committed?

A) P is guilty of extortion.

B) P is liable for misuse of his position.

C) P is not guilty of extortion

D) None of the above

Q100. Amy had some accidents in past and due to that she lost her walking ability. once her caretaker Bomy was going out during duty hour and locked her inside her room. Decide.

A) Bomy is liable for wrongful confinement.

B) Bomy is not liable as Amy can not walk.

C) Bomy is liable for wrongful restraint.

D) None of the Above

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
D	B	C	B	C	A	C	A	A	B
11	12	13	14	15	16	17	18	19	20
C	A	B	D	A	A	D	D	A	D
21	22	23	24	25	26	27	28	29	30
B	C	B	D	D	A	A	A	C	D
31	32	33	34	35	36	37	38	39	40
D	D	D	D	A	B	D	A	D	B
41	42	43	44	45	46	47	48	49	50
B	C	B	C	A	B	D	C	A	B
51	52	53	54	55	56	57	58	59	60
A	B	A	A	B	B	A	B	B	C
61	62	63	64	65	66	67	68	69	70
C	D	C	C	B	A	A	B	C	B
71	72	73	74	75	76	77	78	79	80
B	C	B	B	C	B	A	B	D	D
81	82	83	84	85	86	87	88	89	90
C	D	A	B	A	B	B	C	C	A
91	92	93	94	95	96	97	98	99	100
A	A	B	B	B	C	C	C	A	A

SOLUTIONS

1-D

Paul cannot be held liable for arranging means and measure for murder. Mere preparation is not punishable under IPC. Hence the correct option is d.

2-B

Dan has not committed any offence because he is at the stage of preparation and it will be impossible for the prosecution to prove that Dan is carrying the pistol in his pocket for the purpose of killing Kishan. Hence the correct option is b.

3-C

Daksh will be liable for attempt to counterfeit currency notes. There are some exceptions in which mere preparation is punishable in IPC, it includes, preparation to commit dacoity (Section 399); preparation for counterfeiting coins and government stamps; waging war (Section 122). Hence the correct option is c.

4-B

Attempts to commit a crime are basically a positive step toward committing the contemplated crime after preparations have been made. The trial cannot be cancelled. Once an attempt is made, the perpetrator cannot change his/her mind and return to its original state without committing a crime. However it does not involve accomplishment of the act. Hence the correct option is b.

5-C

Attempt is a direct movement towards the execution of a crime after the preparation of the plan. If a person tries to steal from an empty pocket it is an attempt because it is an act towards the commission of the offence and failure of accused is not due to his own act. Hence the correct option is c.

6-A

Whenever anyone performs an act either having an intention to cause or is aware that his act is likely to bring, some destruction or damage to any property, destroying or diminishing its value and utility, hence, resulting in an undue loss or damage to the public or any person is said to commit mischief. Hence Option A is correct

7-C

An act which is impossible to commit cannot be attempted and so is not culpable. Such impossibility should be absolute and not relative. Here, Ram tries to shoot a shadow, it shall not be attempt because commission of such act is impossible. Hence the correct option is c.

8-A

Attempt is a direct movement towards the execution of a crime after the preparation of the plan. If a person tries to steal from a box it is an attempt because it is an act towards the commission of the offence and failure of accused is not due to his own act. Hence the correct option is a.

9-A

Whenever anyone performs an act either having an intention to cause or is aware that his act is likely to bring, some destruction or damage to any property, destroying or diminishing its value and utility, hence, resulting in an undue loss or damage to the public or any person is said to commit mischief. Hence option A is correct

10-B

Attempt is a direct movement towards the execution of a crime after the preparation of the plan. Presentation of forged documents is an attempt because it is an act towards the commission of the offence of cheating and failure of accused is not due to his own act. Hence the correct option is b.

11-C

The last stage in the commission of an offense is its successful completion. If the accused becomes successful in his attempt to commit the crime, he will be guilty of the complete offense. Moreover, if his attempt is unsuccessful he will be guilty of his attempt. Hence, the correct option is c.

12-A

Manshi fires at Priya with the intention to kill her, if Priya dies, the Mansi will be guilty for committing the offense of murder. Hence, the correct option is a.

13-B

Section 309 of the IPC states that whoever attempts to commit suicide and does any act towards the commission of such offence, shall be punished with simple imprisonment

for a term which may extend to one year or with fine, or with both. Also right to life does not include the right to die. Hence the correct option is b.

14-D

At what stage an act or series of acts is done toward the commission of act intended would be an attempt to commit an offence. Some principles have been evolved to solve that issue are- The Proximity Rule, The doctrine of Locus Poenitentiae, The Equivocality Test. Hence the correct option is d.

15-A

The attempt is not defined in the Indian penal code. S. 511 of the IPC only dealt with punishment for attempting to commit offences. This section deals with the one-half of imprisonment for life or one-half of fine as provided for offences or both. Hence, the correct option is a.

16-A

The possession of the property should be in the possession of the victim and not the trespasser. Hence, Option A is correct

17-D

In the deterrent theory of punishment, the word 'deterrent' means to abstain from any wrongdoing. The main goal of this theory is to deter criminals from attempting to commit a crime or repeating the same crime in the future. Hence the correct option is d.

18-D

Severity, certainty and celerity of punishments are the three main components of deterrent theory. Hence, the correct option is d.

19-A

Deterrent theory can only deter those who are not determined enough to act on their beliefs. Despite all kinds of deterrents, criminal minds still act on a whim at times. Penalties and sanctions have simply become mere obstacles that criminals have to overcome. This is not the intention of Indian criminal justice system. Hence the correct option is a.

19-A

There is no extortion, as there is no delivery of property by Z to X. However, X is guilty under Section 385 which punishes the very act of putting or the attempting to put any person in fear of any injury for the above purpose. Hence the correct answer is a.

20-D

In Deterrent theory of punishment, the term “DETER” means to abstain from doing any wrongful act. The main aim of this theory is to “deter” (to prevent) the criminals from attempting any crime or repeating the same crime in future. So, it states that deterring crime by creating a fear is the objective; to set or establish an example for the individuals or the whole society by punishing the criminal. Hence the correct option is d.

21-B

According to deterrent theory, the main objective is ‘to deter crime, by creating a fear or establishing an example to the society.’ Now, death penalty is a severe punishment. As per this theory if a deterrent punishment is awarded then similar crimes should not happen. Hence the correct option is b.

22-C

The core principles of retributivism are desert and proportionality. The two principles are somewhat interlinked. For retributivists, the punishment has to be proportional to the crime committed. Desert refers to some demerit which has caused the accused to commit a crime. Retributive punishment has to be proportional to the degree of desert. Hence, the correct option is c.

23-B

Criminals deserves punishment in proportion to their wrongdoings. Retributivism is derived in Code of Hammurabi’s *lex talionis*, which stands for ‘an eye for an eye and a tooth for a tooth’. Most retributivists believe that a guilty person should suffer pain. In this theory of punishment, the punishment is seen as a form of ‘payback’ for the crimes one has committed. It has been suggested that retributivism is seen as making some appeal to ‘moral desirability’. If a thief intends to steal money from someone, he is morally responsible for the same. And because of this moral responsibility, the thief deserves punishment. Hence the correct option is b.

24-D

Retributivist theory focusses on punishment to only those who ‘deserve’ it. Unlike deterrence theory, an innocent can never be punished. According to it if the perpetrators

of crime are allowed to walk free or pay money and escape punishment, that would mean that they have not committed any wrong. Hence the correct option is d.

25-D

All the options are correct except for the last one and instilling the feeling of trust within the society towards the judiciary is an advantage of the theory. Hence, the correct option is d.

26-A

For forgery, the offender makes a false document or electronic record. That making may include falsifying even a small part of the document. Hence Option A is correct

27-A

The scriptures, particularly the Ramayana, Mahabharata and the Durga Saptashati, are primarily based on Retributive Theories. They also, depict the ways in which one should proceed while applying them. Bible on the other hand is not based in this theory. Hence the correct answer is a.

28-A

The preventive theory of punishment seeks to prevent further crimes being committed, which is done through disabling the criminal, mostly through imprisonment. The idea is to keep the offender away from the society so that he/she does not commit the same crime again, or even a different one. Hence the correct answer is a.

29-C

Preventive theory of punishment seeks to prevent prospective crimes by disabling the criminals. Main object of the preventive theory is transforming the criminal, either permanently or temporarily. Under this theory the criminals are punished by death sentence or life imprisonment etc. Hence the correct answer is c.

30-D

Preventive theory does not focus on advancing punishment in proportion to the crime committed. Hence the correct option is d.

31-D

The effectiveness of the preventive theory depends upon the efficacy of the legal system – how fast the system works, how accurate are the investigation and reports etc. If there is undue delay in awarding punishment, the offender may not feel threatened to commit the same crime again, and the public may lose confidence in the system existing on such theory. Hence the correct option is d.

32-D

Different type of theories include- retributive theory, deterrent theory, preventive theory, incapacitation theory, compensatory theory, reformatory theory, utilitarian theory. Hence the correct option is d.

33-D

All the above words convey the meaning of reformatory, hence the correct option is d.

34-D

According to reformatory theory, the aim of punishment should be to transform the culprit through the individualization approach. It is premised on the humane concept that a wrongdoer does not simply cease to be a living human being just because he commits crimes. Individualism is central to the reformatory theory. Hence the correct answer is d.

35-A

India's legal system in the form of the reformatory theory of punishment. Indian courts have repeatedly emphasised the significance of the reformatory theory of punishment. Hence the correct option is a.

36-B

Article 72 of the Indian Constitution, 1950 enables the President of India to pardon a wrongdoer. The Governor of the state also has the same authority under Article 161 of the Indian Constitution. When the President pardons, the sentence and judgement of the convict are completely absolved of all penalties, punishments, and disqualifications. Hence the correct option is b.

37-D

Since all the above options are correct, the correct option is d.

38-A

In the Indian Penal Code, 1861, Section 53, specifically deals with different types of punishments which can be given by the Criminal Courts if the person is held liable under the Code. There are **five** kinds of punishments recognized under Section 53 of the Code. Hence the correct option is a.

39-D

The principle for sentencing developed through court decisions and legislation. And these principles form the sentencing decisions. The principles which are generally followed by the court are as parity, parsimony, totality, purpose, truthfulness and simplicity. Hence the correct option is d.

40-B

In 'Bachan Singh v State of Punjab', Supreme Court upheld the constitutional validity of the death sentence and laid down that death penalty must be surrounded only in the "rarest of rare cases". Hence the correct option is b.

41-B

Punishment for waging war against the government of India is mentioned under section 121. Hence the correct option is b.

42-C

Imprisonment can be categorized into two categories- simple and rigorous. Hence the correct option is c.

43-B

In order to constitute an offence of forgery merely making a false document is not enough but the intention to cause damage or harm should also be present. Hence, option B is correct.

44-C

Mr. A will not be liable for any offence. Nothing is an offence which is done by a person who is, or who by reason of a mistake of fact and not by reason of mistake of law, in good faith, believes himself to be bound by law to do it. Mr. A here fired on a mob by the order of his superior officer, in conformity with the commands of the law. Hence the correct option is C..

45-A

Nothing is an offence which is done by a person who is, or who by reason of a mistake of fact and not by reason of mistake of law, in good faith, believes himself to be bound by law to do it. Mr. A in the present case was ordered by court and he acted in good faith. Hence, the correct option is a.

46-B

Section 76 of the IPC talks about the general exception 'mistake'. Hence the correct option is b.

47-D

It is to be remembered that 'mistake of law' is no defence, but 'mistake of fact' is. Everybody is bound to know the law of the land, and ignorance of the law is no excuse. This is based on the assumption that if a person exercises due care and diligence (e.g., by consulting a lawyer), he would know the law. Hence the correct option is d.

48-C

Mistake of fact is no defence if the fact itself is illegal. One cannot do an illegal act and then plead ignorance of a fact. Mr A here cannot plead defense of fact. Hence the correct option is C.

49-A

Forgery is in case of cheating but cheating is in oral form and forgery is the presentation of a false documents. Hence Option A is correct

50-B

Whoever causes death by rash or negligent act commits an offence. In the present case X was not justified in installing live wire and acted negligently, thus being liable. Hence the correct option is b.

51-A

Section 80 of IPC talks about accident as a general defence. It says that Nothing is an offence which is done by accident or misfortune, and without any criminal intention or knowledge in the doing of a lawful act in a lawful manner by lawful means and with proper care and caution. Hence the correct option is a.

52-B

Whoever makes any false document or false electronic record or part of a document or electronic record, with intent to cause damage or injury is said to have committed forgery. hence Option B is correct.

53-A

Whoever makes any false document or false electronic record or part of a document or electronic record, with intent to cause damage or injury is said to have committed forgery. Hence Option A is correct.

54-A

When the making of the false document is in the preparation stage then the offence of forgery is said not to have been committed but when it enters the next stage like in this case it has been signed then it can be said the preparation stage was over. Hence Option A is correct.

55-B

There should be no time gap between the provocation and the retaliatory action caused due to that provocation. The accused cannot take the plea of sudden or grave provocation if the death has been caused by a well-managed plan and the main aim behind provocation was to commit murder. Hence Option B is correct

56-B

Only a reasonable apprehension is enough to exercise the right of self-defence. It is not necessary that there should be an actual commission of the offence to give rise to the right of private defence. It is enough if the accused is apprehended that an offence is likely to be committed if the right of private defence is not exercised. Here Sam himself was an aggressor. Hence Option B is correct.

57-A

Only a reasonable apprehension is enough to exercise the right of self-defence. It is not necessary that there should be an actual commission of the offence to give rise to the right of private defence. It is enough if the accused is apprehended that an offence is likely to be committed if the right of private defence is not exercised. Here they exercised the defence to protect their crop when landlords were trying to harvest and destroy them. Hence, Option A is correct

58-B

Culpable homicide is not murder if the offender causes the death of the person who delivered the provocation or any other person by mistake or accident while being deprived of the ability of self-control by grave and immediate provocation. Hence Option B is correct.

59-B

Section 80 sheds light on the fact that nothing is an offence which is done by accident or misfortune and without any criminal intention or knowledge, in the doing of a lawful act in a lawful manner by lawful means and with proper care and caution. In the present case, A took proper measures, hence he will not be liable. Hence, the correct option is b.

60-C

if a person causes the death of another person by doing a negligent or rash act which does not amount to culpable homicide. Hence Option C is correct

61-C

Nothing is an offence which is done by accident or misfortune, and without any criminal intention or knowledge in the doing of a lawful act in a lawful manner by lawful means and with proper care and caution. Surgeon because fulfills all these criteria, will not be held liable for death. Hence, the correct option is c.

62-D

The act if done knowingly will not constitute accident. Hence the correct answer is d.

63-C

Nothing is an offence which is done by a child who is below seven years of age. Paras will thus not be liable. Hence, the correct answer is c.

64-C

For committing a negligent act, there must be some duty on the part of the defendant. Here it is important to understand whether the defendant has taken legal duty of care towards the plaintiff. Hence, Option C is correct

65-B

An act done by a child between 7 and 12 years of age is not an offence, if he/she is not mature enough to understand the nature and consequences of the act. In the present

case Amar is able to understand the consequences of his act, thus being liable. Hence, the correct option is b.

66-A

'Doli Incapax' which means Not capable of committing a crime. Since facts clearly mention that A was less than 7 years of age, he is not culpable of any crime. Hence the correct option is a.

67-A

For committing a negligent act, there must be some duty on the part of the defendant. Here it is important to understand whether the defendant has taken legal duty of care towards the plaintiff. Hence, Option A is correct

68-B

Section 83 of the Indian Penal Code (IPC) deals with the defense of infancy for children between the ages of seven and twelve years. It establishes a rebuttable presumption that children in this age group are deemed to lack the mental capacity necessary to understand the consequences of their actions. Hence, the correct option is b.

69-C

The concept of Doli Incapax, means that a child is incapable of committing any crime. It is assumed that children under the age of seven are unable to have the mens rea to grasp the nature and consequences of his acts; to commit any crime. Hence the correct option is c.

70-B

It is a case of culpable homicide as their intention/ knowledge of the crime is involved. Hence, Option B is correct.

71-B

Mc Naughten Rules describe legal insanity as 'total loss of cognitive faculties' and the person at time of commission of the offence must not be aware of the nature of the consequences of his act. Hence the correct option is b.

72-C

In the present situation, the fact that A actually bought a knife and went to the club of his victims shows that he knew what he was going to do, namely, an act contrary to law, he had an intention to kill. Thus, A can be held liable. Hence the correct answer is c.

73-B

In order for defense of insanity to succeed it must be proved that the accused was under a delusion so as not to know the nature of the act he did and if he knew the act then he did not know the act to be wrong. Sunch birder of proof lies on accused. Hence the correct option is b.

74-B

It is a case of culpable homicide as their intention/ knowledge of the crime is involved. Hence Option B is correct.

75-C

Section 84 mentions that Nothing is an offence which is done by a person who, at the time of doing it, by reason of unsoundness of mind, is incapable of knowing the nature of the act, or that he is doing what is either wrong or contrary to law. Hence the correct option is C.

76-B

The courts are concerned with the legal and not with the medical view of the question. Hence legal insanity of a person is not a principal to determine insanity. Hence the answer is b.

77-A

If, as a result of carelessness, one injures another, he is liable to the injured victim for resulting damages, unless the victim's own carelessness also contributes to causing the accident. B will loose in an action against A, because he (B) himself was careless as he was riding a scooter very fast at 80 kmph, however the speed limit indicated there was 20 kmph. Hence the correct answer is a.

78-B

if a woman dies within the seven years of marriage by any burns or any other bodily injury or it was revealed that before her marriage she was exposed to cruelty or harassment by her husband or any other relative of the husband in connection to

demand the dowry then the death of the woman will be considered as dowry death. Here there was no bodily injury and no cruelty. Hence Option B is correct.

79-D

Nothing is an offence, which is done by a person, who at the time of doing it, is by reason of intoxication, incapable of knowing the nature of the act, or that he is doing what is either wrong or contrary to law provided that the thing which intoxicated him was administered to him without his knowledge or against his will. Here, 'A' is guilty because he got intoxicated voluntarily. Hence, d is the correct answer.

80-D

The first three condition conditions qualify to claim the defence of consent, however consent by a drunk person is no exception. Hence the correct option is d.

81-C

Section 89 of IPC deals with children below 12 years of age and persons of unsound mind and hence, they do not have the legal capacity to give consent as they are incapable of understanding the nature and consequence of their act. Hence, the consent on their behalf is given by guardians or persons legally in charge of them. In the present case, A will be given the defence of section 89, since his objective was to cure her daughter. Hence, the correct option is c.

82-D

In the present case, X has not committed the offence of theft as he had an impression of Z's implied consent though Z has never given or in any way signified the same. It was presumed consent. Hence the correct answer is d.

83-A

No dowry death as no cruel treatment and harassment soon before death. It must be disclosed that soon before her marriage, she was exposed to cruelty or harassment by her husband or any other relative.

84-B

Venkatesh is guilty of murder, because do not have the right of private defence of body against a mad person because a mad person is incapable to commit an offence. Every person has a right to defend his own body and the body of any other person, against any offence committed by anybody. The right to defense lies also against a mad person. Hence, the correct option is b.

85-A

Self defence is considered as a universal exception for intentionally causing harm. Self-defence can be used as a justification or defence in situations where a person reasonably believes they are facing an immediate threat of harm and use reasonable force to protect themselves. The force used must be proportionate to the threat faced. In the present case the owner was not facing immediate threat and hence he will be held liable. Hence the correct option is a.

86-B

According to the Section 98 of the Indian Penal Code, 1860 and according to the principle given here, Rahul has same right of private defence, which he would have if Ashok were same. Hence the correct option is b.

87-B

No dowry death as there was no cruel treatment and harassment soon before death. It must be disclosed that soon before her death, she was exposed to cruelty or harassment by her husband or any other relative. Hence Option B is correct

88-C

Nothing is an offence, which is done in the exercise of the right of private defence. Every person has a right to defend his property against any act of theft, robbery, mischief or criminal trespass. This right of private defence of property extends to causing of death of the wrong-doer, if the person exercising the right apprehends that death or grievous hurt shall be the consequence if such right of private defence is not exercised. Here, 'A' is guilty of the offence of culpable homicide, because he had no reasonable apprehension that he A could suffer any grievous hurt if he did not kill B. Hence the correct option is c.

89-C

Any person may use reasonable force in order to protect his property or person. However, the force employed must be proportionate to the apprehended danger. In the present case, the force employed was way more than the danger level as Maniyan started to run away from Krishna. As the threat was reduced and was continuously reducing, there was no need to shoot Maniyan in the Legs. Hence, the correct option is c.

90-A

Death must be caused by burns, bodily injury, or other circumstances. Death must occur

within seven years of marriage and soon before death, she was exposed to cruelty. Hence option A is correct.

91-A

Whoever deliberately causes hurt, if the hurt which he expects to cause or realizes that himself will generally be prone to cause is grievous hurt, and if the hurt which he causes is grievous hurt, is said "willfully to cause grievous hurt." Here P will be held liable for murder. Hence the correct option is a.

92-A

Intention or knowledge is an important aspect of causing hurt to an individual. In the present case there was no intention, hence A is merely liable for simple hurt. Hence, the correct answer is a.

93-B

Intention or knowledge is an important aspect of causing hurt to an individual. Because the blow, if it had fell upon the complainant would have caused simple hurt, hence he is liable for simple hurt. Hence, the correct option is b.

94-B

Deliberately causes hurt, if the hurt which he expects to cause or realizes that himself will generally be prone to cause is grievous hurt, and if the hurt which he causes is grievous hurt, is said "willfully to cause grievous hurt." The present case comes under clause eighthly of Section 320 ('any hurt which caused the sufferer to be during the space of 20 days in severe bodily pain'). A will be liable for voluntarily causing 'grievous hurt'. Hence, the correct option is b.

95-B

Where the death of a woman is caused by any burns or bodily injury or occurs otherwise than under normal circumstances within seven years of her marriage and it is shown that soon before her death she was subjected to cruelty or harassment by her husband or any relative of her husband for, or in connection with, any demand for dowry, such death shall be called dowry death, and such husband or relative shall be deemed to have caused her death. In the present case, the accused will be liable for dowry death. Hence the correct answer is b.

96-C

Since X puts Y in fear of injury i.e., a criminal charge, and dishonestly induces Y to deliver money, he will be liable for extortion. Hence the correct option is c.

97-C

Corpus delicti is a common law Latin phrase that translates to body of the crime. The phrase generally refers to the principle that no one should be convicted of a crime without sufficient evidence that the crime actually occurred. Hence Option c is correct.

98-C

A cannot be convicted for extortion, as there is no 'fear of injury', an essential requirement of extortion under Section 383. The 'fear' must be of such a nature and extent as to unsettle the mind of the person on whom it operates and takes away from his acts that element of free voluntary action which alone constitutes consent. A is, however, guilty of 'illegal gratification'. Hence the correct option is c.

99-A

Whoever intentionally puts any person in fear of any injury to that person, or to any other, and thereby dishonestly induces the person so put in fear to deliver to any person any property, or valuable security or anything signed or sealed which may be converted into a valuable security, commits "extortion". P here commits extortion. Hence the correct option is a.

100-A

Whoever wrongfully restrains any person in such a manner as to prevent that person from proceedings beyond certain circumscribing limits, is said "wrongfully to confine that person. A person means a human being and the personal liberty of a human being must be violated further explaining that the respective section is not only bound to a person who can physically walk on his legs or move within their power but to those too who can't move. Hence, Option A is correct.

ARBITRATION, TRIBUNAL ADJUDICATION, AND ALTERNATIVE DISPUTE RESOLUTION

Q1.What is the main objective of the Adversarial system?

- A) To maintain sustainability
- B) To maintain equality
- C) To maintain equitable outcomes
- D) To maintain evidenciary value

Q2. The adversarial system is more of what?

- A) Party driven
- B) Competitive
- C) Discovery focused
- D) All of the above

Q3.The inquisitorial system is famous and common in which of the following country/countries?

- A) France and Germany
- B) France and Russia
- C) France and India
- D) France and Switzerland

Q4. What if the adversarial and inquisitorial systems are infused the best key factors would be?

- A) Increased efficiency
- B) Enhanced fairness
- C) Both A and b
- D) Neither A nor B

Q5.What is the main objective of the ADR system?

- A) To settle disputes out of court
- B) To do a fast process which is beneficial for the parties
- C) To have an alternate dispute resolution system for the easy redressal of the issues that happen between or amongst the corporate parties.
- D) To lose the grip over the judicial system

Q6. What is the full form of ADR?

- A) Alternative dispute resolution
- B) Alternative disbarment redressal
- C) Alterations to dispute resolution
- D) Alternative dispute resolutions

Q7. If two companies named as A and B have been under dispute and do not want to go under the rigorous process of the judiciary. The easy and efficient way is:

- A) Formal court
- B) International court of justice
- C) Alternative dispute resolution
- D) Fast-track criminal court

Q8.What is the primary advantage of arbitration over traditional litigation?

- A) Cost-effectiveness
- B) Lengthy court proceedings
- C) Complexity of legal procedures
- D) Limited enforceability

Q9.In arbitration, who typically serves as the decision-maker to resolve the dispute?

- A) Judge
- B) Arbitrator
- C) Prosecutor
- D) Attorney

Q10.Question: What is a common feature of arbitration clauses in contracts?

- A) Mandatory negotiation
- B) Open-court proceedings
- C) Optional arbitration
- D) Jury trial

Q11. How is the decision reached in arbitration typically referred to?

- A) Verdict
- B) Judgment
- C) Award
- D) Ruling

Q12. What is the principle of "final and binding" in arbitration?

- A) Unlimited appeals
- B) Irrevocable decision
- C) Continuous negotiations
- D) Public disclosure

Q13. What is the primary role of a mediator in the mediation process?

- A) Imposing a decision
- B) Advocating for one party
- C) Facilitating communication
- D) Conducting a trial

Q14. In mediation, what term is used for the agreement reached by both parties?

- A) Verdict
- B) Judgment
- C) Award
- D) Settlement

Q15. What distinguishes mediation from arbitration?

- A) Involvement of a neutral third party
- B) Binding decision by the mediator
- C) Public court proceedings
- D) Mandatory legal representation

Q16.What is a key characteristic of the mediation process?

- A) Adversarial nature
- B) Formal courtroom setting
- C) Confidentiality
- D) Binding precedent

Q17.How is the mediator's role different from that of a judge?

- A) Imposing legal consequences
- B) Making binding decisions
- C) Legal representation
- D) Advocating for a party

Q18.What is the primary objective of conciliation in resolving disputes?

- A) Issuing binding decisions
- B) Encouraging compromise
- C) Imposing penalties
- D) Conducting investigations

Q19.In conciliation, what is the role of the conciliator?

- A) Imposing sanctions
- B) Advocating for one party
- C) Facilitating communication
- D) Making legal rulings

Q20.What distinguishes conciliation from arbitration?

- A) Binding decisions
- B) Legal representation
- C) Neutral third party
- D) Formal courtroom setting

Q21.What term is commonly used for the agreement reached through conciliation?

- A) Verdict
- B) Judgment
- C) Award
- D) Settlement

Q22. Why is confidentiality important in conciliation?

- A) Legal obligation
- B) Avoiding court fees
- C) Encouraging open dialogue
- D) Establishing legal precedent

Q23. What is a distinctive feature of Lok Adalat in resolving disputes?

- A) Formal court proceedings
- B) Binding decisions
- C) Voluntary participation
- D) Adversarial nature

Q24. In Lok Adalat, who plays a crucial role in facilitating settlements?

- A) Judge
- B) Arbitrator
- C) Mediator
- D) Legal representative

Q25. What is a primary aim of Lok Adalat sessions?

- A) Imposing fines
- B) Encouraging litigation
- C) Speedy resolution of disputes
- D) Establishing legal precedents

Q26. How are decisions reached in Lok Adalat?

- A) Binding judgments
- B) Voluntary agreements
- C) Lengthy court proceedings

D) Jury trials

Q27.What type of cases are typically referred to as Lok Adalats?

- A) Criminal cases
- B) Civil cases
- C) Only appellate cases
- D) Constitutional cases

Q28.What is the primary role of an Ombudsman in dispute resolution?

- A) Enforcing court orders
- B) Investigating complaints
- C) Adjudicating disputes
- D) Advocating for one party

Q29.How does an Ombudsman differ from a judge in traditional court settings?

- A) Issuing binding decisions
- B) Conducting trials
- C) Advocating for a party
- D) Facilitating resolution through recommendations

Q30.What is a key characteristic of the Ombudsman's office?

- A) Mandatory legal representation
- B) Independence from regular organizational hierarchy
- C) Binding arbitration
- D) Public court proceedings

Q31.:In what type of organizations are Ombudsmen commonly found?

- A) Government agencies
- B) Private businesses
- C) Non-profit organizations
- D) All of the above

Q32.What is the primary purpose of an Ombudsman's recommendations?

- A) Legal enforcement
- B) Encouraging litigation
- C) Improving systemic issues
- D) Imposing fines

Q33.What distinguishes administrative tribunals from traditional courts?

- A) Involvement in criminal cases
- B) Decision-making by judges
- C) Limited jurisdiction to specific matters
- D) Mandatory legal representation

Q34.How are decisions of administrative tribunals typically enforced?

- A) By local law enforcement
- B) Through binding court orders
- C) Voluntary compliance
- D) Public hearings

Q35. What is a primary advantage of utilizing administrative tribunals for dispute resolution?

- A) Lengthy court proceedings
- B) Specialized expertise
- C) Mandatory jury trials
- D) Unlimited appeals

Q36.In what situations might parties prefer administrative tribunal proceedings over traditional courts?

- A) Complex criminal cases
- B) General civil disputes
- C) Regulatory or industry-specific matters
- D) Large financial claims

Q37.What role does procedural flexibility play in the functioning of administrative tribunals?

- A) Strict adherence to legal precedents
- B) Promoting efficiency and adaptability
- C) Lengthy formal hearings
- D) Imposing fines

Q38. What is the typical initial step in arbitration procedures?

- A) Filing a lawsuit
- B) Pre-trial negotiations
- C) Selection of arbitrators
- D) Court summons

Q39. What role do arbitration hearings play in the process?

- A) Mediation between parties
- B) Facilitating negotiation
- C) Presentation of evidence and arguments
- D) Issuing binding decisions

Q40. What is the goal of Lokayukta's recommendations?

- A) Legal enforcement
- B) Disciplinary action
- C) Financial penalties
- D) Public awareness campaigns

Q41. How does the final decision in arbitration differ from mediation?

- A) Voluntary agreement
- B) Court-imposed judgment
- C) Binding award
- D) Confidential settlement

Q42. What is the significance of the "arbitration award"?

- A) Non-binding recommendation
- B) Formal initiation of the process
- C) Final decision of the arbitrators
- D) Preliminary ruling

Q43.How does the enforceability of arbitration awards compare to court judgments?

- A) Equal enforceability
- B) Limited enforceability
- C) No enforceability
- D) Mandatory negotiations

Q44.What is the primary role of a Lokayukta in the context of dispute resolution?

- A) Investigating corruption complaints
- B) Conducting court trials
- C) Mediating civil disputes
- D) Enforcing criminal laws

Q45.How is the appointment of a Lokayukta usually made?

- A) By the Executive branch
- B) Through elections
- C) Nomination by the Legislature
- D) Appointment by the Judiciary

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
C	D	A	C	C	A	C	A	B	A
11	12	13	14	15	16	17	18	19	20
C	B	C	D	A	C	B	B	C	A
21	22	23	24	25	26	27	28	29	30
D	C	C	A	C	B	B	B	D	B
31	32	33	34	35	36	37	38	39	40
D	C	C	B	B	C	B	C	C	B
41	42	43	44	45					
C	C	A	A	C					

SOLUTIONS

1-C

The adversarial system is based on more efficient and equitable outcomes rather than dependent upon one approach. Hence option c is the correct option

2-D

The adversarial system comprises and derives of party driven, competitive, discovery-focused rather than judge-faced or led or investigative hence option d is the correct answer.

3-A

The inquisitorial system is famous and common in France and Germany as it is less time-consuming and easier as compared to the court system altogether. Hence option A is correct.

4-C

Inquisitorial and adversative systems are made to cater to the parties who want to save time and get to quick resolution, hence both options A and B are correct. Thus, option c is correct.

5-C

The main objective of the ADR system is to have an alternate redressal system and an effective system to help corporate parties to redress the issues as soon as possible and that too efficiently. Hence option c is correct.

6-A

The full form of ADR is Alternative dispute resolution. Hence option a is correct.

7-C

As ADR is an easy and effective mechanism it is easier for companies to go through it and the representatives can also represent them in their absence hence option c is the correct answer.

8-A

Arbitration is often more cost-effective than litigation due to streamlined procedures, avoiding prolonged court processes.

9-B

An arbitrator, not a judge, is appointed to make decisions in arbitration proceedings.

10-A

Many contracts include mandatory arbitration clauses, requiring parties to attempt negotiation before pursuing other dispute resolution methods.

11-C

The decision in arbitration is commonly referred to as an "Award")"

12-B

Arbitration decisions are often final and binding, limiting the ability of parties to appeal and promoting a quicker resolution.

13-C

Mediators aim to facilitate open communication between parties to help them reach a mutually agreeable resolution.

14-D

The agreement reached through mediation is often referred to as a settlement.

15-A

Mediation involves a neutral third party (the mediator) facilitating discussions, while arbitration has a decision-maker rendering a binding decision.

16-C

Mediation often emphasizes confidentiality, allowing parties to speak freely without fear of their statements being used against them later.

17-B

Unlike a judge, a mediator does not make binding decisions; they facilitate discussions and assist parties in reaching their own mutually agreeable solutions.

18-B

Conciliation aims to foster compromise and amicable settlements between disputing parties.

19-C

Conciliators assist in communication and negotiation, guiding parties toward resolving their differences.

20-A

Unlike arbitration, conciliation does not result in binding decisions; it encourages parties to voluntarily agree on a resolution.

21-D

The resolution achieved through conciliation is often referred to as a settlement.

22-C

Confidentiality in conciliation promotes open and honest discussions between parties, fostering an environment conducive to reaching a resolution.

23-C

Lok Adalats encourage voluntary participation, and parties willingly submit their disputes for resolution.

24-A

A judge actively participates in Lok Adalat proceedings, assisting parties in reaching mutually agreeable settlements.

25-C

Lok Adalats prioritize the rapid resolution of disputes to reduce the backlog and promote efficiency in the legal system.

26-B

Lok Adalat decisions are based on voluntary agreements between the parties involved.

27-B

Lok Adalats commonly deal with civil cases, aiming to provide an alternative mechanism for resolving these disputes outside regular court proceedings.

28-B

Ombudsman typically investigate and address complaints impartially, aiming to find fair resolutions.

29-D

Ombudsmen provide recommendations to resolve disputes but do not issue binding decisions like judges.

30-B

Ombudsman offices are often independent entities, separate from the regular organizational hierarchy, to ensure impartiality.

31-D

Ombudsman can be found in various types of organizations, including government agencies, private businesses, and non-profit organizations.

32-C

Ombudsman recommendations often focus on improving systemic issues within organizations rather than solely enforcing legal outcomes.

33-C

Administrative tribunals have specialized jurisdiction, focusing on specific areas such as employment, immigration, or regulatory issues.

34-B

Administrative tribunal decisions are often enforceable through binding court orders, ensuring compliance.

35-B

Administrative tribunals often consist of experts in specific fields, providing specialized knowledge for more informed decisions.

36-C

Administrative tribunals are often preferred for matters involving specialized regulations or industries.

37-B

Administrative tribunals often offer procedural flexibility, promoting efficiency and adaptability in resolving disputes within their specialized domains.

38-C

The first step in arbitration is often the selection of arbitrators who will preside over the dispute.

39-C

Arbitration hearings involve parties presenting evidence and arguments before the arbitrators.

40-B

Lokayukta's recommendations often aim at initiating disciplinary actions against individuals involved in corruption or maladministration.

41-C

In arbitration, the final decision is a binding award, unlike mediation where agreements are voluntary.

42-C

The arbitration award is the final decision rendered by the arbitrators at the conclusion of the proceedings.

43-A

Arbitration awards are generally enforceable, similar to court judgments, providing a legal basis for compliance.

44-A

Lokayuktas typically investigate complaints related to corruption and maladministration.

45-C

Lokayuktas are often nominated by the Legislature to ensure independence and impartiality.

JURISPRUDENCE

Q1. What is the study of law called?

- A. Law
- B. Legal studies
- C. Jurisprudence
- D. Legal history

Q2. Which theory views law as commands backed by threats of force?

- A. Natural Law Theory
- B. Positivism
- C. Legal Realism
- D. Critical Legal Studies

Q3. What is the key principle of Natural Law Theory?

- A. Laws are derived from reason and universal principles of justice.
- B. Laws are created by the state and enforced through its power.
- C. Laws are subjective and influenced by social context.
- D. Laws are based on precedent and established legal customs.

Q4. Which theory emphasizes the gap between the ideal and the reality of law?

- (a) Legal Realism
- (b) Historical School of Law
- (c) Analytical Legal Positivism
- (d) Jurisprudence of Interests

Q5. What is the difference between jus and lex?

- A. Jus refers to morality and lex refers to positive law.

- B. Jus refers to positive law and lex refers to natural law.
- C. Jus refers to legal reasoning and lex refers to legal rules.
- D. There is no significant difference between the two terms.

Q6. What is the role of precedent in common law systems?

- A. To establish binding legal principles for future cases.
- B. To provide guidance for interpreting legislation.
- C. To limit the power of judges in deciding cases.
- D. To ensure consistency with international law.

Q7. What is the purpose of legal interpretation?

- A. To create new laws.
- B. To clarify the meaning and application of existing laws.
- C. To punish lawbreakers.
- D. To resolve disputes between individuals.

Q8. What are the main sources of law in Islamic legal systems?

- A. Judicial precedent and legislation
- B. The Quran, Sunnah, and scholarly interpretations
- C. Customary law and legal treatises
- D. All of the above

Q9. What is the difference between de lege and de facto legal systems?

- A. De lege systems are based on written law, while de facto systems are based on custom and tradition.
- B. De lege systems emphasize the ideal rule of law, while de facto systems focus on practical reality.
- C. De lege systems are found in developed countries, while de facto systems are found in developing countries.
- D. There is no significant difference between the two terms.

Q10. Which theory of law emphasizes the historical development and evolution of legal systems over time?

- A. Natural Law Theory
- B. Legal Positivism
- C. Historical School of Law
- D. Critical Legal Studies

Q11. Which theory of law argues that certain fundamental rights are inherent and universal, existing prior to any legal system?

- A. Legal Realism
- B. Utilitarianism
- C. Natural Law Theory
- D. Legal Positivism

12. Which theory of law focuses on analyzing the practical consequences of legal rules and their impact on individuals and society?

- A. Legal Formalism
- B. Legal Realism
- C. Analytical Legal Positivism
- D. Critical Legal Studies

13. Which theory of law argues that legal rules should be interpreted and applied strictly according to their literal meaning and legislative intent?

- A. Legal Realism
- B. Legal Formalism
- C. Critical Legal Studies
- D. Natural Law Theory

14. Which theory of law critiques traditional legal systems and argues that they inherently serve the interests of dominant social groups?

- A. Legal Positivism

- B. Utilitarianism
- C. Critical Legal Studies
- D. Natural Law Theory

15. In a Rawlsian "veil of ignorance" thought experiment, what is the primary goal of designing a just society?

- A. Maximize aggregate happiness
- B. Protect the rights of the most powerful individuals
- C. Ensure equal distribution of resources regardless of merit
- D. Uphold principles of fairness and justice even without knowing your own future position within the society

16 . The Hart-Devlin debate centers around which fundamental question:

- A. Can morality be enforced through law?
- B. Is legal positivism the only valid legal theory?
- C. Should religious beliefs influence legal decisions?
- D. What constitutes a legitimate legal system?

17. The critical legal studies (CLS) movement critiques legal systems mainly for:

- A. Being too complex and inaccessible to the public
- B. Lacking sufficient focus on economic efficiency
- C. Failing to adequately address social and political inequalities
- D. Relying too heavily on outdated historical precedents

18. According to Dworkin's "hard cases" argument, what is the role of judges in difficult legal situations?

- A. None
- B. Apply existing legal rules mechanically
- C. Advocate for social change through judicial activism
- D. Utilize their best judgment and interpret law creatively based on legal principles and morality

19. The "legal realist" movement challenged traditional legal systems for:

- A. Over-reliance on abstract legal principles
- B. Failure to consider the social context of legal decisions
- C. Undue focus on formal logic and precedent
- D. All of the above

20. How can legal theory contribute to addressing contemporary challenges like climate change, global inequalities, and technological advancements?

- A. Legal theory is primarily concerned with abstract philosophical debates and has limited practical application.
- B. By critically analyzing existing legal frameworks and proposing innovative solutions, legal theory can play a significant role in addressing contemporary challenges.
- C. Legal theory should focus on interpreting and applying existing laws to new situations, not advocating for systemic change.
- D. The impact of legal theory on these challenges is negligible compared to other fields like economics and technology.

Q21.Fact: According to the Realist School of Jurisprudence, rather than the impersonal statutes, the law is defined by the actual results of legal decisions. It focuses on the actual impacts of legal decisions on society as well as how the law functions in practical situations. Despite the fact that a recent judgement may have been based on well-established legal principles, Dr. Ishaan, a legal professor, criticises it, contending that while it may have positive theoretical implications for the community in question.

Question:

What would the major issue with the current judgement be based on Dr. Ishaan's critique and the Realist School's tenets?

- A) The ruling lacks a foundation in recognised legal concepts.
- B) The decision disregards historical conventions and traditions.
- C) The ruling, despite having a solid legal foundation, negatively impacts the neighbourhood.

D) A higher court hasn't confirmed the verdict.

Q22. The Analytical School of Jurisprudence places a strong emphasis on analysing legal theories and treats the law as it is rather than as it ought to be. It is more concerned with the structure and current legal system than it is with the history or moral standing of the law. A legal theorist named Ms. Ananya examines a recently proposed law. She avoids discussing its ethical consequences or historical context in favour of concentrating entirely on how it makes sense inside the existing legal system.

Question: What would be the main strategy for Ms. Ananya's analysis of the proposed statute based on her methodology and the tenets of the Analytical School?

- A) Assessing the statute's moral and ethical tenets.
- B) Being aware of the societal and historical circumstances that led to its creation.
- C) Examining its structure and logical consistency within the current legal system.
- D) Projecting its probable effects on society and future ramifications.

Q23. Fact: Novella, California, just approved a rule banning public criticism of any form of government action, citing public order and safety. Many residents are indignant, claiming that this rule breaches some unalienable rights of people, regardless of city legislation.

Question: Based on the ideas of the Natural School of Jurisprudence, which of the following best sums up the main complaint of Novella residents against the new law?

- A) The law will promote underground activity, which can be challenging to track.
- B) The law goes against moral truths that transcend laws created by humans.
- C) The law conflicts with Novella's ancient customs and traditions.
- D) The law conflicts with Novella's customs and relations.

Q24. In order to ensure a fair allocation of housing resources, a new housing law has been approved in the state of SocioLand that allots homes based only on income levels. Community organisations, though, have expressed worries. On paper, the rule appears fair, but according to their argument, it ignores factors

like different family sizes, the needs of vulnerable groups like the elderly and disabled, and the cultural significance of local communities.

Question: What would be the primary argument against SocioLand's new housing policy in light of the issues presented and consistent with the Sociological School of Jurisprudence?

- A) In SocioLand's legal history, the regulation has no historical precedent.
- B) The regulation ignores the various and real-world needs and circumstances of society while still attempting to be fair.
- C) The law does not adhere to fundamental moral precepts.
- D) Without the required approval

Q25.Factual: Mr. Gupta and Ms. Rani signed a contract in which he pledged to sell her a plot of property. After collecting the agreed-upon sum, Mr. Gupta resisted giving Ms. Rani the property's title. Disgusted, Ms. Rani made the difficult decision to file a lawsuit against Mr. Gupta to enforce the contract and recover the property.

Question: Which area of law is most frequently cited in Ms. Rani's lawsuit against Mr. Gupta?

- A) Criminal Law
- B) Civil Law
- C) Constitutional Law
- D) Environmental Law

Q26.Fact: Mrs Mehta discovered that her neighbour, Mr Verma, had been secretly connecting a cable from his house to her metre in order to steal electricity from her home. She was outraged by this violation and made the decision to report him to the police in order to seek legal redress.

Question: Which area of law is most frequently used to resolve this infraction when Mrs. Mehta reports the theft Mr. Verma committed?

- A) Civil Law
- B) Constitutional La

- C) Criminal Law
- D) Corporate Law

Q27. The Digital Protection Act (DPA), a piece of legislation intended to stop the transmission of false information online, was passed in the fictional nation of Lextopia in 2022. Anyone detected spreading misleading material on significant social media sites could face a punishment of up to 5,000 Lextopian dollars under the DPA. A inhabitant of Lextopia named John published a piece on his personal blog that the Lextopian Digital Regulatory Authority later judged to be fake. The site receives 15 readers per day on average. John was then penalised. He disputed the fine on the grounds that his personal blog does not fit under the definition of major social platforms.

Which of the following concerns should be addressed in John's case the most?

- A) Whether John intended to disseminate untrue information.
- B) The status of John's personal blog as a major social platform.
- C) The total number of people who have read John's blog entry.
- D) The type of misleading information John offered.

Q28. It has been a long-standing tradition in the cultural region of Traditia for people to give their first-born kid a silver pendant on their tenth birthday. Sarah had only been in Traditia for a year and was not familiar with this tradition. She gave her son a gold pendant for his 10th birthday instead. She received criticism from her neighbours for disregarding the custom.

Which of the following is the best question to ask in light of Sarah's circumstance?

- A) Sarah had money to buy a silver pendant, but did she have enough money?
- B) Are visitors to Traditia typically expected to know all local traditions right away?
- C) Is gold regarded as a lower metal in Tradition than silver?
- D) How many neighbours were critical of Sarah's jewellery choice

Q29. Every citizen's right to free speech is protected by the constitution in Rightonia, a democracy. Additionally, it places a responsibility on every citizen to refrain from spreading hate speech. A group of people recently viewed a

statement Alex, a well-known journalist in Rightonia, made on his news programme as borderline hate speech. They asked the government to punish Alex for failing to uphold his civic obligation. Alex contends that he was simply expressing himself freely.

Which of the following concerns Alex's condition the most?

- A) How many people viewed Alex's news programme at the time he made the contentious claim?
- B) Does Rightonia's constitution clearly distinguish between free speech and hate speech?
- C) Has Alex previously made similar claims?
- D) Did any other journalists suffer consequences for m

Q30. The legal standing of unborn people has long been a contentious issue in the principality of Vita. Generally speaking, if an unborn person is later born alive, the law recognises their rights for inheritance. A distant aunt who went away left a sizeable fortune to Ms. Anaya, who was seven months pregnant. According to the terms of the will, her child would receive the bequest. The will further specified that the inheritance would go to a nearby charity if the child was not born alive. Sadly, Anaya's baby died during birth. The organisation is now asserting its claim to the inheritance, but Anaya claims that her unborn child was entitled to it.

Which of the following concerns the court case between Ms. Anaya and the charity the most?

- A) When drafting the will, was the relative aware of Anaya's pregnancy?
- B) Does Vita's legal system recognise an unborn person's rights for inheritance purposes only if they are afterwards born alive?
- C) How much money would the relative's inheritance be worth in total?
- D) None of the above

Q31. People who have been labelled lunatics by the appropriate authorities are typically seen as being unable to sign contracts in the republic of Sanitas. During sporadic moments of mental infirmity, Mr. Krish, a well-known artist, was labelled a lunatic and was later diagnosed with a severe mental condition. In one instance, he offered ArtHouse Galleries a price far below what a valuable painting would

have sold for on the open market. Mr. Krish attempted to have the transaction revoked after regaining his sanity by arguing that he was insane at the time the contract was signed. The sale was legal, according to ArtHouse Galleries.

Which of the following concerns the legal conflict between Mr. Krish and ArtHouse Galleries the most?

- A) How many of Mr. Krish's paintings have he sold in the last 12 months?
- B) When Mr. Krish signed the contract with ArtHouse Galleries, was he experiencing one of his episodes of mental incompetence, as determined by a qualified authority?
- C) How much are Mr. Krish's paintings currently selling for on the open market?
- D) Mr. Krish was legally incapable of entering into a contract at the time of the sale.

Q32. Unrelated to their nature or aim, all public meetings were outlawed in Constellia after a new law was established. A group of activists decided to appeal this statute to the country's Supreme Court because they felt it violated their fundamental rights to freedom of assembly and expression.

Question: Which area of law is most frequently used to evaluate the legality of the activist's challenge to the recently passed statute before Constellia's Supreme Court?

- A) Criminal Law
- B) Civil Law
- C) Environmental Law
- D) Constitutional Law

Q33. The Supreme Court of India addressed concerns about the welfare and rights of children born to prostitutes in the Gaurav Jain v. Union of India (1997) case. The main goals were to safeguard these kids' rehabilitation, education, and protection from societal shame. Based on this situation, an Indian state introduced a policy to give such kids free education up to the secondary level. A group, however, claimed that this practise was biased towards other disadvantaged kids who weren't given the same advantages.

Which of the following concerns the discussion surrounding the state's policy the most?

- A) How many babies are born to prostitutes in the state?
- B) Does the Gaurav Jain v. Union of India (1997) ruling compel states to prioritise prostitute children over other impoverished kids when it comes to benefits?
- C) What other assistance initiatives does the government provide to children from low-income families?
- D) None of the above

Q34. Mr. Sharma recently acquired some land, and he quickly erected a fence around it. He then began farming on the land. But there is a disagreement when Mr. Kapoor asserts ownership of the property despite never having lived on it or utilised it.

Question: Which of the following statements most accurately sums up Mr. Sharma's connection to the subject property?

- A) Constructive Possession: Although Mr. Sharma is not physically on the property, he has indirect authority over it.
- B) Actual Possession: The land is within Mr. Sharma's direct physical control and occupation.
- C) Nominal Possession: Although Mr. Sharma has no actual possession of the land, he is legally entitled to it.
- D) Joint Possession: Since Mr. Kapoor has a spare key, they both have access to Mr. Sharma's flat.

Q35. Ms. Verma's late uncle left her a sizable warehouse. She trusted her friend Mr. Roy to run the warehouse even though she never went there or kept anything there. Mr. Roy gradually stocked the warehouse with his own merchandise. When Ms. Verma intended to lease the warehouse, there was a disagreement since Mr. Roy insisted he had control over it because of his ongoing use

Question Despite never having lived there, which of the following best sums up Ms. Verma's relationship with the warehouse?

- A) Actual Possession: The warehouse is under the direct physical control of Ms. Verma.
- B) Joint Possession: The warehouse is jointly owned by Mr. Roy and Ms. Verma.

C) Constructive Possession: Without actually being there, Ms Verma has a legal claim to and control over the warehouse.

D) Nominal Possession: Mrs Verma is the is in direct physical control of the warehouse.

Q36. A unoccupied piece of property on the outskirts of the city was owned by Mr. Khan. He rarely went back to the plot throughout the years. When Mr. Patel realised the land was uninhabited, he began to live there, construct a modest home, and farm the surrounding area. He did this for 15 years in the open without Mr. Khan or anyone else objecting. When Mr. Khan ultimately made the decision to sell the land, he learned about Mr. Patel's vocation and attempted to have him removed.

Question: What legal theory may Mr. Patel utilise to assert a right over the land in light of his lengthy, ongoing, and uncontested usage of Mr. Khan's property?

A) Nominal Possession: Mr. Patel agreed that Mr. Khan was the rightful owner of the land.

B) Actual Possession: Because Mr. Patel briefly lived on the property in person.

C) Unfavourable Possession: As a result of Mr. Patel's long-term, public usage of the property without the owner's consent.

D) Actual Possession: Mr Patel is the rightful owner of the land.

Q37. Factual statement: Mrs. Kapoor recently relocated for a job and purchased housing in the new city. She furnished it, has a mailbox here for mail, and resides there every day. Even though he has never slept there or used the flat, her cousin, Mr Singh, asserts that since he has a spare key, he has some rights over it

Question: Which of the following statements most accurately sums up Mrs. Kapoor's connection to her new home?

A) Joint Possession: Since Mr. Singh has a spare key, they both have access to Mrs Kapoor's flat.

B) Constructive Possession: The flat is under the indirect control of Mrs Kapoor.

C) Actual Possession: Mrs Kapoor is the resident of the flat and is in direct physical control of it.

D) Nominal Possession: Mrs Kapoor is the resident of the flat and is in indirect physical control of it.

Q38. Factual: In order to construct a new roadway, the Prayagraj State Government made the decision to purchase a plot of land owned by Mr. Rajan. Mr. Rajan wasn't informed of the acquisition or given any compensation because the government didn't follow the proper acquisition procedure. Mr. Rajan made the decision to sue to stop the transaction, claiming that his rights had been violated.

Question Which Article of the Indian Constitution is Mr. Rajan most likely to use to contest the State Government's purchase without paying for it and without following the required procedure?

- A) Article 21 - Protection of life and personal liberty
- B) Article 19(1)(g) - Right to practice any profession or to carry on any occupation, trade or business
- C) Article 300-A - No person shall be deprived of his property save by the authority of law.
- D) None of the above

Q39..A well-known gallery sold a work of art to Ms. Anika. She is free to retain it, show it, lend it out, or even toss it out if she so chooses. The artwork cannot be duplicated or sold by Anika because the creator has kept the copyright. Her friend Mr. Rohan contends that she doesn't actually own the artwork because she lacks the authorization to copy it.

Question: Which of the following best represents Ms. Anika's connection with the purchased art according to the ownership principles?

- A) Complete Ownership: Since Ms. Anika is the legal owner of the artwork, she is also granted full reproduction rights.
- B) Limited Ownership: Ms. Anika owns ownership rights to the original work of art but not to any intellectual reproductions of it.
- C) No Ownership: Ms. Anika has no legal claim to the artwork because she is unable to replicate it.
- D) None of the above

Q40. Fact: The legality of a few provisions of the Bombay Tenancy and Agricultural Lands Act was contested in the Shantabai vs. State of Bombay case of 1959. Shantabai, the petitioner, claimed that the state's interference in the alienation of agricultural lands, which were regarded as transfers under the Act, violated her rights.

Which concept was the main issue of disagreement in the Shantabai v. State of Bombay case?

- A) The authority of the state to control religious activities.
- B) The power of the state to put restrictions on the right to free expression.
- C) Involvement of the state in the alienation and transfer of agricultural lands.
- D) The state's power to pass retroactive legislation.

Q41. Factual: Mr. A and Mr. B signed a contract in which Mr. B agreed not to launch a rival company in the same town as Mr. A for the ensuing three years. Mr. A agreed to provide Mr. B a quantity of money in exchange when the three years had passed. Mr. A later objected to payment, arguing that there was no consideration for his payment pledge.

Question: Which of the following statements about consideration in the Indian Contract Act is true in view of the guidelines established in the Bishwanath Prasad vs. Dwarka Prasad (1982) case?

- A) Only the present and future must be taken into account.
- B) The past, present, or future may all be taken into account.
- C) For consideration to be considered, it must be worth money.
- D) In unilateral contracts, consideration is not relevant.

Q42. First fact: Mrs. Kumar bought a plot of property in Riverdale. She created a little garden, erected a fence around the property, and occasionally had community gatherings there. A local business made Mrs. Kumar a sizable cash offer for her land in exchange for the right to develop a mall there. Mrs. Kumar refused, citing her love for and ambitions for the property.

Which of the following best describes Mrs. Kumar's circumstance and the significance of ownership?

- A) The company's capacity to set a price for the property.
- B) The freedom of Mrs. Kumar to select how to utilise and dispose of her land.
- C) The community gatherings that Mrs. Kumar hosts.
- D) Mrs. Kumar's creation of the garden.

Q43. Mr. Shah's ancestors left him a historical mansion. Even though he doesn't reside in the home, he hires staff to take care of it, keeps up with its upkeep, and has made it available for guided tours to highlight its historical value.

What aspects of Mr. Shah's treatment of the mansion serve to emphasise the value of ownership?

- A) By paying staff members to take care of the mansion.
- B) By staying outside the mansion.
- C) By maintaining and educating others about the historical significance of the mansion.
- D) By sharing a family history with the mansion.

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
C	B	A	D	A	A	B	B	B	C
11	12	13	14	15	16	17	18	19	20
C	B	B	C	D	A	C	D	D	B
21	22	23	24	25	26	27	28	29	30
C	C	B	B	B	C	B	B	B	B
31	32	33	34	35	36	37	38	39	40
B	D	B	B	C	C	C	C	B	C
41	42	43							
B	B	C							

SOLUTIONS

1-C

Jurisprudence is the theoretical and philosophical study of law, examining its nature, sources, principles, and application.

2-B

Positivism, primarily associated with John Austin, defines law as commands issued by a sovereign backed by the threat of sanctions.

3-A

Natural Law Theory argues that certain universal principles of right and wrong exist and form the basis of true law.

4-D

Legal Realism argues that the application of law in practice often differs from theoretical legal principles, highlighting the role of judges and social context.

5-A

This distinction is crucial in jurisprudence, as it highlights the potential tension between what is morally right and what is legally valid.

6-A

In common law systems, past judicial decisions (precedents) serve as binding authority for similar future cases, promoting consistency and predictability.

7-B

Legal interpretation is the process of assigning meaning to ambiguous legal texts and resolving conflicts between different legal provisions.

8-B

Islamic law primarily relies on the Quran (divine revelation), Sunnah (prophet's teachings), and interpretations by scholars, with customary law and legal treatises playing a complementary role.

9-B

De lege refers to the theoretical framework of a legal system, while de facto refers to how the legal system actually functions in practice.

10-C

This school, also known as the "Historical Jurisprudence" school, argues that law is not static but evolves through social, cultural, and historical forces.

11-C

This theory posits that there are universal moral principles that transcend human-made laws, and these principles should guide legal systems.

12-B

This school emphasizes the gap between the ideal and the reality of law, examining its practical applications and potential injustices.

13-B

This school prioritizes the clear and objective interpretation of legal rules, focusing on legislative intent and formal structure.

14-C

This school challenges traditional legal frameworks, arguing they often uphold power structures and perpetuate inequalities.

15-D

The veil of ignorance removes self-interest, prompting individuals to choose principles benefiting everyone, regardless of their own potential future status. This aligns with Rawls' theory of justice as fairness.

16-A

Hart argued for separating law from morality, while Devlin believed certain immoral acts require legal punishment even if unpopular.

17-C

CLS challenges the neutrality of law, arguing it often perpetuates existing power structures and inequalities.

18-D

Dworkin argues judges act as "Hercules" in hard cases, using judgment and principles to create the best possible outcome, aligning with legal principles and morality.

19-D

Legal realists argued legal systems often fail to reflect the actual practices of legal actors and the social impact of legal decisions.

20-B

Legal theory can be a powerful tool for critical analysis and proposing solutions to complex issues. Option (b) highlights its potential to contribute to legal frameworks addressing global issues like climate change and inequalities. However, its effectiveness depends on its engagement with other disciplines and its ability to translate theoretical ideas into practical action.

21-C

Beyond merely theoretical or doctrinal explanations, the Realist School places emphasis on the consequences and results of legal decisions in real-life situations. In keeping with this school, Dr. Ishaan's criticism emphasises the judgment's detrimental practical effects on the impacted population, even though the judgement follows well-established legal concepts. Hence option c is correct option .

22-C

The Analytical School is interested in the framework and logic of the law as it already exists. According to this school of thinking, Ms. Ananya's strategy is to evaluate the statute's logical coherence and how it comports with the existing legal framework without delving into its moral, historical, or prospective ramifications. Hence option C is correct option

23-B

The Natural School of Jurisprudence emphasises the idea that there are some moral standards that are universally accepted as being higher than laws created by humans. A law produced by humans is viewed as unfair if it conflicts with these ideals. The citizens' argument supports this viewpoint, contending that the city's laws cannot be used to restrict their unalienable rights. Hence option B is correct option .

24-B

The Sociological School of Jurisprudence emphasises the importance of comprehending how laws affect and interact with the practical realities of society. The worries of the community organisations underline the discrepancy between the theoretical justice of the law and its practical application, which may ignore the actual requirements and circumstances of different societal groups. Hence option B is correct option.

25-B

Civil law generally deals with conflicts between people or organisations where the sufferer may be given compensation. Ms. Rani's request for contract enforcement and title transfer in this matter fits firmly under the realm of Civil Law. Hence option B is correct.

26-C

Behaviours that are deemed damaging to society and are therefore punished by fines, imprisonment, or other consequences are the subject of the criminal law. In this case, the theft of energy by Mr. Verma qualifies as a crime and falls under the purview of criminal law.

27-B

The DPA's definition of the term major social platforms is the main point at hand. Whether John's blog qualifies as one and, thus, whether the law applies to him in this situation, is crucial to his defence. Hence option b is the correct option.

28-B

Sarah, who is relatively new to the area, is at the centre of the argument. Hence option b is correct option.

29-B

At the heart of the issue is the question of where to draw the line between the right to free expression and the duty not to spread hate speech. Alex was either exercising his right or disobeying his duty, depending on how the Rightonian constitution defines this distinction. Hence option b is correct option.

30-B

The legal standing of unborn people in Vita, particularly with regard to inheritance rights, is at the centre of the conflict. In order to settle the dispute between Ms. Anaya and the charity, it will be crucial to ascertain how the law handles cases like this — specifically, whether the unborn person's rights depend on being born alive. Hence option B is correct.

31-B

The question of whether Mr. Krish was legally capable of entering into a contract at the time of the sale is the main focus of this argument. It is essential to decide whether he was insane, as defined by Sanitas' legal standards and determined by the competent authorities, in order to judge whether the contract is valid. Hence option b is correct option.

32-D

The application and interpretation of a nation's constitution are topics of constitutional law. It assesses the constitutionality of statutes and their conformity to those principles. Because the activists are alleging that their constitutional rights may have been violated in this situation, constitutional law is at issue. Hence option D is correct option .

33-B

The Gaurav Jain v. Union of India ruling's interpretation and application are at the heart of the matter. With regard to other impoverished children, it is crucial to determine if the judgement clearly requires or only suggests special treatment for children of prostitutes. Hence option B is correct option .

34-B

Actual possession is the control or occupancy of a property in its direct physical manner. In this case, even though the legitimacy of the title is in question, Mr. Sharma proves he actually owns the land by erecting a fence and using it for farming. Hence option B is correct option .

35-C

When someone has legal authority and control over something without having physical custody or actual possession, this is referred to as having constructive possession. In this situation, even though Ms. Verma hasn't utilised or occupied the warehouse personally, she has constructive possession of it thanks to inheritance. Hence option C is correct option .

36-C

According to a legal principle known as adverse possession, someone who has openly and without the genuine owner's permission possessed another person's land for a significant amount of time may be able to claim legal ownership of that land. The long-term, public use of Mr. Khan's land by Mr. Patel in this situation is consistent with adverse possession law. Hence, option C is correct option .

37-C

Actual possession is the control or occupancy of a property in its direct physical manner. Regardless of Mr. Singh's assertions based on a spare key, it is obvious that Mrs. Kapoor has actual possession of the flat given that she resides there, furnishes it, and gets mail there. Hence option C is correct option.

38-C

No one may be deprived of their property without the authorization of the law, according to Article 300-A. This means that the State can only take someone's property if a

legislation has been passed authorising the taking and the legal process specified in the law is followed. In this case, Mr. Rajan can use Article 300-A to contest the purchase because the State Government did not follow the necessary procedure. Hence option C is correct option .

39-B

In general, ownership means the right to keep something, utilise it, and get rid of it. Ms. Anika is permitted to own and utilise the artwork in this case, but she is not permitted to make copies of it because the artist has retained the copyright. Her ownership is so restricted. Hence, option b is correct.

40-C

The rules of the Bombay Tenancy and Agricultural Lands Act, notably the ones on the transfer of agricultural lands, were at the centre of the Shantabai vs. State of Bombay dispute. Shantabai, the petitioner, said that the state's ability to get involved in these transfers was an infringement on her rights. Hence option c is correct option.

41-B

The Indian Contract Act specifies that consideration may be past, present, or future. The ruling in Biswanath Prasad v. Dwarka Prasad (1982) emphasised the significance and sufficiency of consideration, stating that the law is more concerned with its existence than its sufficiency. Hence option B is correct option.

42-B

Ownership includes both possession and the freedom to decide what to do with a piece of property. In this case, Mrs. Kumar's ability to reject the corporation's offer highlights her ownership rights and independence. Hence option B is correct option.

43-C

Being an owner allows a person to conserve, protect, and share valuable assets in addition to possessing them or using them for personal needs. The fact that Mr. Shah decided to keep up the mansion and let people take tours underlines how crucial ownership is for sharing and preserving culture. Hence option C is correct option .

PROPERTY LAW

Q1. Property law in India is primarily governed by which of the following Acts?

- A) The Transfer of Property Act, 1882
- B) The Registration Act, 1908
- C) The Indian Contract Act, 1872
- D) All of the above

Q2. Which of the following is NOT a type of property recognized under Indian property law?

- A) Tangible property
- B) Intangible property
- C) Sentimental property
- D) Movable property

Q3. The term 'easement' refers to:

- A) The process of transferring ownership of property
- B) A right to use or enjoy another person's property for a specific purpose
- C) The illegal occupation of someone's land
- D) A type of tax levied on property transactions.

Q4. Which of the following modes of property transfer does NOT require a registered instrument under the Transfer of Property Act?

- A) Sale
- B) Gift
- C) Lease for a term of less than one year
- D) Mortgage

Q5. A 'sale' of immovable property is defined as a transfer of ownership in exchange for:

- A) A price
- B) Another property
- C) Future services

D) Any of the above

Q6. A gift of immovable property can only be validly completed through:

- A) A written Will
- B) A simple oral agreement between the parties
- C) A registered gift deed
- D) None of the above

Q7. Which type of mortgage involves the mortgagor transferring absolute ownership of the property to the mortgagee, with a condition of retransfer upon repayment of the loan?

- A) Simple Mortgage
- B) Mortgage by Conditional Sale
- C) Usufructuary Mortgage
- D) English Mortgage

Q8. In a usufructuary mortgage, the mortgagor:

- A) Hands over possession of the property to the mortgagee
- B) Retains possession but gives up the right to collect income from the property
- C) Transfers ownership but retains the right to repurchase the property
- D) Deposits the title deeds as security

Q9. The Rent Control Act in various states aims to:

- A) Prevent landlords from charging excessive rents
- B) Provide security of tenure to tenants
- C) Make renting more affordable for low-income groups
- D) All of the above

Q10. Which of these is considered immovable property under Indian law?

- A) A car
- B) Shares in a company
- C) A piece of land
- D) A patent

Q11. Intellectual property, such as trademarks and copyrights, fall under which category?

- A) Movable property
- B) Immovable property
- C) Intangible property
- D) None of the above

Q12 The difference between ownership and possession is that:

- A) Ownership is a broader legal right, while possession is factual control.
- B) Ownership requires registration, possession does not.
- C) Possession is always temporary, ownership can be permanent.
- D) Only tangible property can be owned, not possessed.

Q13. Which of these situations does NOT exemplify adverse possession?

- A) Living openly in a house for 12 years, claiming it as your own.
- B) Encroaching on a neighbor's land and using it for years.
- C) Paying rent to the landlord of a property.
- D) Entering a property during the owner's long absence.

Q14. Which of the following is essential for a valid sale of immovable property?

- A) Written sale deed
- B) Registration of the sale deed
- C) Payment of stamp duty
- D) All of the above

Q15. A gift of immovable property can be revoked under the following circumstances:

- A) If the donee dies before the donor.
- B) If the donor changes their mind before registration.
- C) Under specific conditions stipulated in the Transfer of Property Act.
- D) Never, a gift once made is irrevocable.

Q16. An easement right can be created by:

- A) Express grant (in a deed)
- B) Long and uninterrupted usage
- C) Necessity (like a way of access)
- D) All of the above

Q17. Which statement is true about easements?

- A) An easement grants full ownership rights over a portion of another's land.
- B) Easement rights cannot be transferred.
- C) An easement can exist even without a dominant tenement (land it benefits).
- D) An easement limits the owner's use of their own property.

Q18. In a simple mortgage, if the borrower defaults, what right does the mortgagee have?

- A) Right to sell the property without a court order.
- B) Right to take possession of the property.
- C) Right to sue for the mortgage money.
- D) None of the above.

Q19. Situation: Maya inherited a piece of land from her father. She wants to build a house on it but her neighbor, Rohan, claims a right of way through the property to access his own land behind it. Maya has never seen Rohan use the path before. What is the best course of action for Maya?

- A) Allow Rohan to continue using the path as it wouldn't significantly impact her construction plans.
- B) Deny access to Rohan and build a wall blocking the path, as she has inherited full ownership of the land.
- C) Consult a lawyer to determine if Rohan has a legal right of way through an easement established by long usage.
- D) Negotiate with Rohan for an alternative access route to his land in exchange for compensation.

Q20. Situation: Rahul purchased a flat from a developer through a registered sale deed. However, the construction is delayed, and Rahul suspects the developer might be facing financial difficulties. What legal protection does Rahul have in this situation?

- A) He can immediately sue the developer for breaching the contract and demand compensation for the delay.
- B) He needs to wait for a specific period before legal action, as per the terms of the sale agreement.
- C) He can approach the concerned authorities like RERA (Real Estate Regulatory Authority) for intervention and assistance.
- D) He has no legal recourse since the delay hasn't caused him any significant financial loss yet.

Q21. Situation: Anjali gifted a valuable necklace to her daughter, Priya, through a registered gift deed. Later, Anjali faced financial difficulties and wanted the necklace back. Can she legally reclaim the necklace from Priya?

- A) Yes, as Anjali is the original owner and needs the necklace due to financial hardship.
- B) No, once a gift is complete through a registered deed, it cannot be revoked.
- C) Anjali can only reclaim the necklace if she can prove Priya misused it or committed a serious offense.
- D) Anjali can reclaim the necklace if she offers Priya something of equal value in return.

Q22. Situation: A company leased its office space to a tenant for a period of three years. However, due to unforeseen circumstances, the company now urgently needs the space back for its own operations. Can the company evict the tenant before the lease expires?

- A) Yes, the company can evict the tenant by providing a reasonable notice period.
- B) No, the company cannot evict the tenant unless they breach the terms of the lease agreement.
- C) The company can evict the tenant if they are willing to compensate them for the remaining lease period.
- D) The company needs to seek legal advice to understand their options based on specific terms of the lease and relevant laws.

23. Situation: Aarav received a legal notice from his neighbor, claiming that Aarav's newly constructed balcony is encroaching on their property line. Aarav insists he built within his boundaries and has the necessary approvals. What should Aarav do next?

- A) Ignore the notice as he has the necessary approvals and believes he is within his legal rights.
- B) Engage a surveyor to re-measure the property lines and verify the claim.
- C) Respond to the notice with evidence supporting his claim and seek legal advice if necessary.
- D) Immediately demolish the balcony to avoid any further complications.

24. Which of the following documents is mandatory for proving ownership of a property in India?

- A) Aadhar card
- B) Electricity bill
- C) Registered Sale Deed
- D) Will

25. What kind of property rights does a tenant have on a rented property?

- A) Ownership rights
- B) Full possessory rights for the duration of the lease
- C) Limited possessory rights as agreed upon in the rental agreement
- D) No rights, they are merely using the landlord's property

26. For buying an apartment in a housing society, in addition to a sale deed, which other document might be required to prove your valid membership?

- A) Water bill
- B) PAN card
- C) Share certificate from the housing society
- D) Passport

27. If someone occupies a property without the owner's permission and claims ownership after 12 years, this is an example of:

- A) Adverse possession
- B) Encroachment
- C) Easement
- D) Illegal lease

28. Which legislation is a major source of property law in India?

- A) The Indian Penal Code, 1860
- B) The Hindu Marriage Act, 1955
- C) The Transfer of Property Act, 1882
- D) The Constitution of India

29. What is the role of stamp duty in a property purchase?

- A) It is a tax levied by the government during property transactions.
- B) It serves as the sole proof of property ownership.
- C) It indicates a valid gift deed has been executed.
- D) It is irrelevant for property transactions.

30. Which authority typically oversees property registration processes in India?

- A) Income Tax Department
- B) Sub-Registrar's Office
- C) Municipality
- D) National Real Estate Authority

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
D	C	B	C	A	C	B	A	D	C
11	12	13	14	15	16	17	18	19	20
C	A	C	D	C	D	D	C	C	C
21	22	23	24	25	26	27	28	29	30
B	D	C	C	C	C	A	C	A	B

SOLUTIONS

1-D

Each of these Acts plays an essential role in defining property rights, transactions, and registration processes.

2-C

Indian law focuses on tangible (land, buildings), intangible (intellectual property), and movable (vehicles, goods) categories.

3-B

Easements grant a limited right, without transferring ownership, such as a right of way through another's land.

4-C

Short-term leases can be created through an oral agreement.

5-A

A sale specifically involves the exchange of property for monetary consideration.

6-C

Registration is essential to formally transfer ownership of immovable property as a gift.

7-B

This type carries a risk of the mortgagee getting full ownership if repayment fails.

8-A

The mortgagee enjoys possession and can derive income from the mortgaged property.

9-D

Rent Control Acts regulate the landlord-tenant relationship with a focus on fairness.

10-C

Immovable property is fixed to the earth – land, buildings, etc.

11-C

Intellectual property consists of rights over creations of the mind and lacks physical substance.

12-A

You might possess something (e.g., rented house) without owning it.

13-C

Adverse possession involves hostile and continuous occupation against the true owner's rights.

14-D

All these steps are mandatory to formally complete the sale process.

15-C

Revocations are possible but only under limited, legally defined circumstances.

16-D

Easements arise through various means, depending on the situation.

17-D

The easement allows specific, limited use of the property by someone other than the owner.

18-C

A simple mortgage only provides a right to sue, a foreclosure process is needed for other actions.

19-C

While Maya owns the land, Rohan might have acquired an easement through long and uninterrupted use. Consulting a lawyer helps clarify the legal situation and potential options.

20-C

RERA helps protect homebuyers' rights in situations like delayed projects.

21-B

In India, a validly completed gift with registration is generally irrevocable.

22-D

The answer depends on specific clauses in the lease agreement and any applicable local rent control laws. Legal advice is crucial in such situations.

23-C

The answer depends on specific clauses in the lease agreement and any applicable local rent control laws. Legal advice is crucial in such situations.

24-C

The sale deed, registered with the government, is the primary legal document establishing ownership.

25-C

Tenants have rights of use and enjoyment, but these are defined and limited by the lease agreement.

26-C

A share certificate indicates your membership and ownership interest in the society.

27-A

Adverse possession is where an unlawful occupant tries to gain ownership by long, hostile occupation.

28-C

This is the main legislation for property transactions, rights, and ownership.

29-A

Stamp duty is a mandatory tax payment during property sale registrations.

30-B

The Sub-Registrar's Office handles the registration of property documents, ensuring valid title records.

CYBER LAW

Q1. The primary legislation governing cyber law in India is the:

- A) Indian Penal Code, 1860 (IPC)
- B) Code of Criminal Procedure, 1973 (CrPC)
- C) Information Technology Act, 2000 (IT Act)
- D) Cyber Laws Act, 2005

Q2. Which section of the IT Act deals with punishment for sending offensive messages through electronic communication?

- A) Section 66
- B) Section 66A
- C) Section 67
- D) Section 69

Q3. Sending emails containing a computer virus would be an offense under which section of the IT Act?

- A) Section 43
- B) Section 65
- C) Section 66
- D) Section 72

Q4. Which of the following is considered 'sensitive personal data' under the IT (Reasonable Security Practices and Sensitive Personal Data or Information) Rules, 2011?

- A) Passwords
- B) Financial Information
- C) Biometric Information
- D) All of the above

Q5. Which section of the IT Act provides for the blocking of websites in the interest of public order and national security?

- A)Section 66A
- B)Section 67
- C)Section 68
- D)Section 69

Q6. What type of cybercrime involves hacking into a computer system to steal or alter data?

- A)Phishing
- B)Data Theft
- C) Identity Theft
- D)Cyberstalking

Q7. The act of publishing sexually explicit content about someone online without their consent is termed:

- A)Cyberbullying
- B) Revenge Pornography
- C)Sexting
- D)Catfishing

Q8. Which authority is primarily responsible for investigating cybercrime cases in India?

- A)Cyber Cell of Local Police
- B)Central Bureau of Investigation (CBI)
- C) National Investigation Agency (NIA)
- D) Central Economic Intelligence Bureau (CEIB)

Q9. What is the purpose of a Cyber Appellate Tribunal?

- A)To hear appeals against orders of lower courts in cybercrime cases
- B)To issue guidelines for online content and social media platforms

- C) To provide training to law enforcement on cybercrime investigation
- D) To hear appeals against adjudicating officers under the IT Act

Q10. Which of the following is NOT an example of cybercrime?

- A) Sending spam emails for commercial gain
- B) Stealing credit card information online
- C) Defacing a company's website with political messages
- D) Sharing a copyrighted movie without permission

Q11. The doctrine of 'intermediary liability' under Section 79 of the IT Act means that:

- A) Internet service providers (ISPs) are strictly liable for any illegal content hosted on their platforms.
- B) Intermediaries are required to remove illegal content within 24 hours upon receiving notice.
- C) Intermediaries have a qualified exemption from liability if they exercise due diligence.
- D) Intermediaries are never liable for user-generated content under any circumstances.

Q12. The concept of 'net neutrality' in India refers to:

- A) The principle that ISPs should treat all internet traffic equally, without discrimination.
- B) The government's right to block any website for national security reasons.
- C) The requirement for all internet companies to be registered with the Indian government.
- D) The freedom of individuals to access any online content without restrictions.

Q13. Which case led to the recognition of the 'right to be forgotten' in Indian jurisprudence?

- A) Shreya Singhal vs. Union of India
- B) Justice K.S. Puttuswamy vs. Union of India
- C) Vishaka vs. State of Rajasthan

D)Suchita Srivastava vs. Chandigarh Administration

Q14. Under the IT Act, 'digital signatures' are recognized as a means of authentication. They function on the basis of:

- A)Symmetric-key cryptography
- B) Asymmetric-key cryptography
- C)Hashing algorithms
- D)Biometric authentication systems

Q15. India's Personal Data Protection Bill (now withdrawn) drew inspiration from which global data privacy regulation?

- A)California Consumer Privacy Act (CCPA)
- B)General Data Protection Regulation (GDPR) of the European Union
- C)Federal Trade Commission Act (FTC Act) of the U.S.
- D)Australia's Privacy Act 1988

Q16. Which type of cybercrime is most likely to be prosecuted under both the IT Act and sections of the Indian Penal Code (IPC)?

- A)Phishing scams
- B)Online Child Sexual Abuse
- C)Website defacement for political reasons
- D)Spreading misinformation on social media

Q17. Copyright infringement of software in India is covered under:

- A)The Copyright Act, 1957
- B)The Trade Marks Act, 1999
- C)The Information Technology Act, 2000
- D)None of the above

Q18. Which regulatory body is responsible for issuing licenses to Certifying Authorities in India as per the IT Act?

- A) Controller of Certifying Authorities (CCA)
- B) National Informatics Centre (NIC)
- C) National Cyber Security Coordinator (NCSC)
- D) Indian Computer Emergency Response Team (CERT-In)

Q19. What legal challenge often arises in the prosecution of cybercrimes involving cross-border jurisdictions?

- A) Determining the applicable law and jurisdiction
- B) Difficulties in obtaining digital evidence from other countries
- C) The lack of extradition treaties for cybercrime offenses
- D) All of the above

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
C	B	A	D	D	B	B	A	D	A
11	12	13	14	15	16	17	18	19	20
C	A	B	B	B	B	A	A	D	

SOLUTIONS

1-C

The IT Act is the cornerstone of cyber law in India, dealing with cybercrimes, digital signatures, and other electronic transactions.

2-B

However, note that Section 66A was struck down by the Supreme Court as unconstitutional in the Shreya Singhal vs. Union of India case.

3-A

Section 43 makes unauthorized access to and damage of computer systems or data an offense.

4-D

These categories of data require greater protection due to their potential for misuse.

5-D

This power rests with the government for reasons of sovereignty, defense, etc.

6-B

Hacking refers to unauthorized access, while the others involve different methods of online harm.

7-B

This is a serious form of online harassment with legal repercussions.

8-A

Local police often have specialized cyber cells, with more serious cases escalating to agencies like the CBI.

9-D

This tribunal forms part of the redressal mechanism under the IT Act.

10-A

While annoying, spam generally isn't illegal unless it contains illegal content or is used for fraudulent purposes.

11-C

Section 79 provides a safe harbor for intermediaries, balancing their role in facilitating the internet and the need to curb illegal activity.

12-A

Net neutrality is a complex issue globally, with debates on whether ISPs can prioritize or charge differentially for certain traffic.

13-B

The landmark privacy judgment in this case also touched upon the right to be forgotten online, although its scope remains contested.

14-B

Digital signatures use public and private key pairs for encryption and verification.

15-B

The PDP Bill had similarities with the GDPR in terms of principles and individual rights, though with its own adaptations for India.

16-B

This is a severe offense with specific provisions under both the IT Act and IPC for stringent punishment.

17-A

Computer software is considered a literary work and protected by copyright law.

18-A

The CCA plays a crucial role in enabling secure electronic transactions through the framework for digital signatures.

19-D

Extradition, evidence gathering, and legal conflicts make such cases complex.

ENVIRONMENTAL LAW

Q1. The Stockholm Convention on Persistent Organic Pollutants (POPs) primarily focuses on:

- (a) Reducing greenhouse gas emissions.
- (b) Managing and eliminating POPs due to their harmful effects.
- (c) Protecting endangered species.
- (d) Regulating international trade in hazardous waste.

Q2. The "polluter pays" principle in environmental law means:

- (a) Polluters are responsible for cleaning up their own pollution.
- (b) Polluters are fined for exceeding permitted pollution levels.
- (c) Governments primarily bear the cost of environmental clean-up.
- (d) Both (a) and (b) are correct.

Q3. The Montreal Protocol addresses the depletion of the ozone layer by regulating:

- (a) Industrial emissions of greenhouse gases.
- (b) Production and consumption of ozone-depleting substances.
- (c) Deforestation and land-use changes.
- (d) Marine pollution and waste disposal.

Q4. Which international agreement aims to combat climate change by setting legally binding emission reduction targets for developed countries?

- (a) The Convention on Biological Diversity (CBD).
- (b) The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.
- (c) The United Nations Framework Convention on Climate Change (UNFCCC).
- (d) The Kyoto Protocol.

Q5. Which Indian environmental law focuses on the protection and conservation of forests?

- (a) The Water (Prevention and Control of Pollution) Act, 1974.
- (b) The Indian Forest Act, 1927.
- (c) The Environment (Protection) Act, 1986.
- (d) The Air (Prevention and Control of Pollution) Act, 1981.

Q6. The "polluter pays" principle holds that:

- (a) The government should pay for all environmental cleanups.
- (b) Individuals are responsible for cleaning up pollution they create themselves.
- (b) Companies are responsible for the environmental costs of their activities.
- (d) All of the above.

Q7. The Montreal Protocol aims to:

- (a) Protect endangered species.
- (b) Combat climate change.
- (c) Reduce greenhouse gas emissions.
- (d) Phase out ozone-depleting substances.

Q8. The Basel Convention regulates:

- (a) International trade in endangered species.
- (b) Transboundary movement of hazardous waste.
- (c) Industrial emissions and air pollution.
- (c) Water pollution and resource management.

Q9. The Convention on Biological Diversity (CBD) focuses on:

- (a) Protecting biodiversity and sustainable use of biological resources.
- (b) Combating desertification and land degradation.
- (c) Reducing greenhouse gas emissions and climate change mitigation.
- (d) Preventing illegal wildlife trade and poaching.

Q10. The Stockholm Convention addresses:

- (a) Chemical pollution and persistent organic pollutants (POPs).

- (b) Marine pollution and plastic waste in oceans.
- (c) Deforestation and forest degradation.
- (d) Industrial accidents and environmental disasters.

Q11. The "precautionary principle" in environmental law states that:

- (a) Environmental damage should be remedied after it occurs.
- (b) Action should be taken to prevent potential environmental harm, even if scientific certainty is lacking.
- (c) Polluters should face strict liability for any environmental damage they cause.
- (d) Environmental resources should be exploited for economic development without considering ecological impacts.

Q12. Which Indian law focuses on air pollution control?

- (a) The Water (Prevention and Control of Pollution) Act, 1974.
- (b) The Environment (Protection) Act, 1986.
- (c) The Indian Forest Act, 1927.
- (d) The Air (Prevention and Control of Pollution) Act, 1981.

Q13. The "right to a clean environment" is recognized as a fundamental right in India under:

- (a) The Constitution of India, Article 14.
- (b) The Constitution of India, Article 21.
- (b) The Environment (Protection) Act, 1986.
- (d) The Water Act, 1974.

Q14. What is the purpose of environmental impact assessments (EIAs)?

- (a) To assess the economic feasibility of development projects.
- (b) To identify and mitigate potential environmental impacts of development projects.
- (b) To obtain public consent for development projects.
- (d) To enforce environmental regulations on existing projects.

Q15. You own a small factory that produces paint. You discover that your current waste disposal method is contaminating a nearby stream. What should you do first?

- (a) Ignore the issue and hope no one notices.
- (b) Continue using the current method and pay any potential fines.
- (c) Immediately contact the relevant environmental authorities and seek proper waste disposal solutions.
- (d) Talk to other local businesses for advice on their waste disposal practices.

Q16. You live in a coastal town where plastic pollution is a major problem. You organize a beach clean-up with your community. What environmental law principle does this action best reflect?

- (a) The precautionary principle (taking action even with incomplete information).
- (b) The polluter pays principle (holding responsible parties accountable).
- (c) The principle of intergenerational equity (protecting the environment for future generations).
- (d) All of the above.

Q17. You notice a construction site next door clearing trees without any apparent permits. What should you do?

- (a) Mind your own business and avoid getting involved.
- (b) Confront the construction workers directly.
- (c) Report your concerns to the local environmental or forest department.
- (d) Post about it on social media to raise awareness.

Q18. You are a farmer concerned about the impact of nearby industrial emissions on your crops. What legal options might you have?

- (a) Sue the company directly without evidence.
- (b) Contact a lawyer specializing in environmental law for advice.
- (c) File a complaint with the local pollution control board.
- (d) Both (b) and (c) are correct.

Q19. You are considering buying a piece of land for development. What environmental factors should you consider before purchasing?

- (a) Availability of utilities and infrastructure.
- (b) Zoning regulations and permitted uses.
- (c) Potential for flooding, erosion, or other natural hazards.
- (D) All of the above.

Q20. You are planning a camping trip in a national park. What are some important environmental regulations you should be aware of?

- (a) Open fires are allowed anywhere in the park.
- (b) Camping only in designated areas is permitted to minimize impact.
- (c) Bringing and using disposable plastic items is encouraged.
- (d) Leaving food scraps and waste attracts animals and disrupts the ecosystem.

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
B	D	B	D	B	D	D	B	A	A
11	12	13	14	15	16	17	18	19	20
B	D	B	B	C	D	C	D	D	B

SOLUTIONS

1-B

The Stockholm Convention aims to eliminate or restrict production and use of POPs due to their persistence, bioaccumulation, and toxicity.

2-D

The "polluter pays" principle holds polluters financially responsible for the environmental damage they cause, encouraging responsible behavior and pollution prevention.

3-B

The Montreal Protocol has successfully phased out many ozone-depleting substances like chlorofluorocarbons (CFCs).

4-D

The Kyoto Protocol, adopted under the UNFCCC, set binding emission targets for developed countries in the first commitment period (2008-2012).

5-B

The Indian Forest Act regulates forest management, conservation, and protection of rights of forest-dwelling communities.

6-D

The "polluter pays" principle aims to deter pollution by making polluters bear the financial costs of their actions, encouraging them to adopt cleaner practices.

7-D

The Montreal Protocol, an international agreement, aims to protect the ozone layer by phasing out the production and consumption of ozone-depleting substances.

8-B

The Basel Convention aims to ensure the environmentally sound management of hazardous wastes and reduce their transboundary movement.

9-A

The CBD is a global treaty promoting the conservation of biological diversity, sustainable use of resources, and equitable sharing of benefits from their use.

10-A

The Stockholm Convention aims to eliminate or restrict the production and use of persistent organic pollutants due to their harmful effects on human health and the environment.

11-B

The precautionary principle encourages taking preventive measures to avoid environmental harm, even when scientific knowledge is incomplete

12-D

The Air Act sets standards for air quality and regulates the emission of air pollutants from various sources.

13-B

The Indian Supreme Court has interpreted Article 21 of the Constitution to include the right to a clean and healthy environment.

14-B

EIAs help in identifying and managing potential environmental impacts of development projects to minimize harm and promote sustainable practices.

15-C

Ignoring the issue or continuing the current practice is illegal and harmful to the environment. Contacting the authorities and seeking authorized solutions is the responsible and legal course of action.

16-D

Your action reflects all three principles: taking initiative despite the complexity of the issue (precautionary), contributing to a cleaner environment for everyone (polluter pays), and protecting the coast for future generations (intergenerational equity).

17-C

While raising awareness can be helpful, directly reporting the potential violation to the relevant authorities is the most effective way to ensure proper investigation and action.

18-D

Consulting a lawyer and filing a complaint with the appropriate authorities are both valid options depending on your specific situation and the evidence you have.

19-D

All these factors can have significant environmental and legal implications, so conducting thorough due diligence is crucial before purchasing land.

20-B

Respecting designated campsites, minimizing waste, and responsible disposal are key principles of responsible outdoor recreation. Open fires and disposable plastics are often restricted in protected areas.

CONSUMER PROTECTION LAW

Q1. The Consumer Protection Act aims to protect consumers against:

- (a) Exploitation and unfair trade practices
- (b) Defective goods and deficient services
- (c) Unsatisfactory services
- (d) All of the above

Q2. Who is considered a 'consumer' under the CPA?

- (a) Anyone who buys goods for personal consumption
- (b) Anyone who hires or avails of any service for consideration
- (c) Anyone who uses purchased goods with the seller's approval
- (d) All of the above

Q3. Which of the following constitutes a 'defect' in goods?

- (a) A manufacturing flaw
- (b) Design inadequacy that makes the product unsafe
- (c) Deviation from express descriptions and warranties
- (d) All of the above

Q4. What is an 'unfair trade practice' under the CPA?

- (a) Selling substandard goods
- (b) Charging prices higher than those displayed
- (c) Giving misleading advertisements
- (d) All of the above

Q5. The Right to Information under the CPA includes the right to know about:

- (a) Quality and quantity of a product
- (b) Price and purity of a product
- (c) Safety and standard of a product
- (d) All of the above

Q6. A consumer complaint under CPA can be filed within what time period from the cause of action?

- (a) 1 year
- (b) 2 years
- (c) 3 years
- (d) 5 years

Q7. Which consumer dispute redressal forum has the highest pecuniary jurisdiction?

- (a) District Consumer Disputes Redressal Forum
- (b) State Consumer Disputes Redressal Commission
- (c) National Consumer Disputes Redressal Commission
- (d) Delhi State Consumer Disputes Redressal Commission

Q8. What does 'product liability' refer to under the CPA?

- (a) Responsibility of the consumer to handle products safely.
- (b) Responsibility of the manufacturer for defective/unsafe products.
- (c) Requirement for mandatory insurance for all products.
- (d) None of the above.

Q9. Which body regulates the functioning of the consumer dispute redressal forums?

- (a) Supreme Court of India
- (b) Central Government
- (c) State Governments
- (d) Insolvency and Bankruptcy Board of India (IBBI)

Q10. What is the main purpose of the Consumer Protection Act?

- (a) Promoting ethical business practices
- (b) Offering a simple and speedy redressal mechanism
- (c) Empowering consumers through their rights
- (d) All of the above

Q11. Which of the following is NOT a fundamental right of consumers under the CPA?

- (a) Right to Safety
- (b) Right to be Informed
- (c) Right to Free Replacement
- (d) Right to be Heard

Q12. Under the CPA, a 'service' includes:

- (a) Transport and banking services
- (b) Supply of electricity and water
- (c) Housing construction
- (d) All of the above

Q13. The maximum time allowed for the disposal of a case by the District Consumer Disputes Redressal Forum is:

- (a) 30 days
- (b) 90 days
- (c) 150 days, extendable in special cases
- (d) No fixed time limit

Q14. In which situation would a consumer NOT be entitled to compensation under the CPA?

- (a) Injury caused by a defective product used without the seller's knowledge.
- (b) Loss caused due to an act of nature, beyond the control of the seller.
- (c) Deficiency in a service due to negligence of the consumer.
- (d) Damage to goods during transport, insured by the consumer.

Q15. Which of these is considered a 'restrictive trade practice'?

- (a) Tie-in sales (forcing a consumer to buy additional, unrelated products)
- (b) Continuous manufacturing of the products to cause price rise
- (c) Offering products for sale at a bargain price to attract consumers
- (d) Providing gifts or conducting contests as a promotional strategy

Q16. What remedy can a consumer seek from a redressal forum if they have purchased an unsafe product?

- (a) Replacement of the product
- (b) Refund of the price paid
- (c) Removal of the defect
- (d) Any of the above

Q17. Who among the following can file a complaint under the CPA?

- (a) A consumer who purchased the product/service
- (b) A recognized consumer association
- (c) The Central or State Government
- (d) All of the above

Q18. What is the purpose of the Central Consumer Protection Council?

- (a) Passing judgments on consumer disputes
- (b) Setting up the consumer redressal forums
- (c) Advising the government on policies related to consumer protection
- (d) Hearing appeals from the State Commissions

Q19. What is the significance of BIS Hallmark certification?

- (a) It's mandatory for all products sold in the Indian market.
- (b) It's a mark of quality assurance and purity for certain products.
- (c) It guarantees consumers free repair for a specified period.
- (d) It allows consumers to bypass the usual CPA process for redressal.

Q20. What type of complaints CANNOT be directly filed with the National Commission?

- (a) Claims exceeding the value of Rs. 1 Crore
- (b) Claims against restrictive trade practices
- (c) Claims for inadequate safety instructions from manufacturer
- (d) Claims below the value of Rs. 1 Crore

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
D	D	D	D	D	B	C	B	C	D
11	12	13	14	15	16	17	18	19	20
C	D	C	B	A	D	D	C	B	D

SOLUTIONS

1-D

The CPA's scope encompasses all these forms of harm to consumers.

2-D

The CPA's definition of 'consumer' is broad to offer protection in various scenarios.

3-D

All of these constitute defects, giving a consumer grounds for a complaint.

4-D

The CPA lists various actions that fall under unfair trade practices.

5-D

This right empowers consumers to make informed purchasing decisions.

6-B

There's a limitation period to ensure timely redressal of grievances.

7-C

The NCDRC handles the most significant value disputes.

8-B

Product liability holds manufacturers accountable for the harm caused by their products.

9-C

State Governments play a role in setting up and regulating consumer forums.

10-D

The CPA serves all these crucial purposes.

11-C

While consumers have a right to seek redressal for defects, free replacement isn't always guaranteed.

12-D

The CPA's definition of 'service' is broad to protect consumers in various sectors.

13-C

The CPA aims for timely resolutions, but extensions are permissible for complex cases.

14-B

The seller can't be held liable for circumstances beyond their control.

15-A

Restrictive practices limit consumer choice or manipulate markets unfairly.

16-D

The appropriate remedy depends on the specific defect and what's fair in the situation.

17-D

The CPA allows various entities to file complaints to protect consumers' interests.

18-C

The Council plays an advisory role in policymaking.

19-B

Hallmark indicates a product meets recognized quality standards.

20-D

The National Commission handles high-value disputes. Lower-value complaints go to the District or State Commissions.

FAMILY LAW

Q1. Different facets of a person's life are governed by particular concepts and laws under Muslim law. Which of the following claims about Personal Status, Family Law, and Criminal Law in Muslim Jurisprudence is true?

- A) Personal Status deals with adoption and surrogacy issues, whereas inheritance is the only focus of Family Law.
- B) Theft is punishable by imprisonment and monetary fines under criminal law, but not by amputation
- C) Unlike Family Law, which focuses on marital relationships, inheritance, and child custody.
- D) Personal Status primarily addresses an individual's rights and obligations.

Q2. Which of the following correctly matches the origin and description of Islamic law?

- A) Quran, a collection of the teachings and deeds of the Prophet Muhammad
- B) Hadith: The revelations from God that the Prophet Muhammad received
- C) Ijma (Consensus) - A general understanding among jurists of a certain generation
- D) Qiyas (Analogical Reasoning) :The main, unalterable source of all Islamic rules and commandments is qiyas (analogical reasoning).

Q3. The Indian Constitution's Article 25 provides religious freedom, including the right to freely proclaim, practise, and spread one's faith. How does Article 25 relate with Muslim Personal Law in the context of its application in India?

- A) Regardless of their religious affiliation, every Indian citizen is required to abide by Muslim Personal Law under Article 25.
- B) Although Article 25 recognises the rights of all religious groups, including Muslims, it also gives the state the power to control or impose restrictions on any political, economic, or other secular activities that are connected to a particular religion.
- C) Due to the protections provided by Article 25 in India, Muslim Personal Law, which is a component of religious practises, cannot be evaluated or contested by any court or authority.

D) Muslim Personal Law is unmistakably supported by Article 25, which declares that it supersedes all other laws,

Q4. The Uniform Civil Code for the Citizens is discussed in Article 44 of the Indian Constitution, which is a section of the Directive Principles of State Policy. How does Article 44 relate to or have an effect on Muslim Personal Law in India?

A) Article 44 requires the adoption of a Uniform Civil Code right away and declares all current personal laws, including Muslim Personal Law, to be invalid.

B) While Article 44 encourages the State to work towards a Uniform Civil Code, it does not mandate its implementation.

C) Since only non-religious aspects of life are covered by Article 44, all religious personal laws, including Muslim personal law, are free from any changes.

D) Article 44 mandates that only Muslim Personal Law be implemented consistently to all Indian nationals

Q5. In the famous case of Shayara Bano v. Union of India & Others, the Indian Supreme Court looked at the Triple Talaq custom as it applied to Muslim personal law. Which of the following best captures the core of the judgement of this practise?

A) The Court affirmed Triple Talaq because it is a crucial component of Islamic personal law and is guaranteed by Article 25 of the Constitution.

B) The Supreme Court declared Triple Talaq to be illegal, but it also urged the Parliament to include the Talaq laws in the Quran.

C) The Court ruled that Triple Talaq was not a fundamental religious practise and that it was therefore unlawful

D) The judgement advocated for Triple Talaq to be used with few limitations and only after unsuccessful attempts for mediation

Q6. In the famous case of Shayara Bano v. Union of India & Others, the Indian Supreme Court looked at the Triple Talaq custom as it applied to Muslim personal law. Which of the following best captures the core of the judgement of this practise?

A) The Court affirmed Triple Talaq because it is a crucial component of Islamic personal law and is guaranteed by Article 25 of the Constitution.

- B) The Supreme Court declared Triple Talaq to be illegal, but it also urged the Parliament to include the Talaq laws in the Quran
- C) The Court ruled that Triple Talaq was not a fundamental religious practise and that it was therefore unlawful
- D) The judgement advocated for Triple Talaq to be used with few

Q7. One of the four main Sunni schools of Islamic law, the Hanafi school has unique rules and concepts that apply to different areas of Muslim family law. Which of the following statements about the Hanafi school's view on family law is accurate?

- A) Regardless of any other circumstances, the Hanafi school zealously enforces the requirement that a marriage be witnessed by four male adults.
- B) A woman is categorically forbidden by the Hanafi school from serving as a guardian (wali) for a marriage contract.
- C) The Hanafi school recognises the feasibility of a legal marriage contract even in the absence of the bride's guardian (wali).
- D) According to the Hanafi school, the groom must provide the bride's mahr (dower) in gold or silver; all other kinds of payment are prohibited.

Q8. One of the four main Sunni schools of Islamic law is the Shafi'i school. This university has distinctive viewpoints on numerous aspects of Muslim family law. Which of the following statements about the Shafi'i school's doctrines is true?

- A) According to the Shafi'i school, eating seafood is forbidden (haram) and affects marriage-related responsibilities
- B) The Shafi'i school accepts a marriage contract as genuine even when it is concluded without any witnesses present
- C) The Shafi'i school holds that a guardian (wali), regardless of the bride's age or prior marriages, is necessary for a marriage to be legal.
- D) The Shafi'i school insists that the mahr (dower), regardless of society or personal conditions, must always be comparable to a predetermined amount.

Q9. One of the four important Sunni schools of Islamic law is the Hanbali school. It frequently has conservative opinions regarding several facets of Muslim family

law. Which of the following best sums up the Hanbali school's stance on family law issues?

- A) Temporary marriages (mut'ah) are permitted by the Hanbali school provided certain requirements are met
- B) According to the Hanbali school, it is acceptable for a woman to create her own marriage contract without consulting a wali (guardian).
- C) The Hanbali school holds that if the husband retracts within three days, the Triple Talaq (talaq-e-biddat) practise can be revoked.
- D) According to the Hanbali viewpoint, a husband can unilaterally dissolve a marriage without the requirement for a judge's help or a formal procedure.

Q10. The Shia school of thought is a distinctive branch of Islamic thought that offers distinctive viewpoints on several aspects of Muslim family law. Which of the following statements best captures the Shia school's position on a particular topic related to family law?

- A) Under no circumstances is muta (temporary marriage) permitted according to the rigorous rules of the Shia school.
- B) The Shia school holds that a bride doesn't require her guardian (wali)'s approval for her first marriage
- C) The idea of Triple Talaq (talaq-e-biddat) is promoted as the main divorce procedure in Shia law
- D) Shia schools demand that the mahr (dower), regardless of specific agreements, be no less than a predetermined, defined amount.

Q11. In the landmark case of Danial Latifi v. Union of India (2001), the Supreme Court of India interpreted a provision of the Muslim Women (Protection of Rights on Divorce) Act, 1986. Which of the following statements correctly encapsulates the apex court's ruling in this case?

- A) The court determined that Muslim males are not required to pay their divorced wives any maintenance beyond the iddat period.
- B) The Supreme Court ruled that a divorced Muslim woman could only be entitled to the'mehr' sum that was established at the time of the marriage

C) The Court found that, similar to Section 125 of the Criminal Procedure Code (CrPC), a Muslim divorced woman is entitled to maintenance for life or until she remarries

D) The Supreme Court clarified that while a Muslim husband is required to pay for his divorced wife's maintenance, it need only be done so during the i

Q12. Which of the following claims about Muta marriages is true in the context of Muslim law as it is applied in India?

A) Muta marriage is a type of eternal union with no time limit.

B) In India, all branches of Islam are accepted as genuine.

C) Muta marriage is a short-term union that lasts for a set amount of time.

D) The bride must receive a dowry as a condition of the marriage.

Q13. Which of the following is NOT a basis for divorce under the Hindu Marriage Act, 1955?

A) Either spouse engaging in adultery.

B) Cruelty by one of the partners.

C) Not paying the dowry or bride price.

D) Either spouse changing their religion

Q14. Which of the following is NOT a reason for a wife to request a divorce under the Indian Divorce Act, 1869, which applies to Christians in India?

A) The husband's adultery

B) The husband has committed bestiality, sodomy, or rape.

C) The husband has been away for four years running.

D) A marriage that has irreparably broken down due to incompatibility.

Q15. What did the Supreme Court of India rule concerning a Hindu husband who converts to Islam and marries a second lady without divorcing his first wife in the famous case of Sarla Mudgal v. Union of India (1995)?

A) The second marriage would be legalised by converting to Islam.

- B) A husband who converted to Islam from Hinduism is free to legally wed a different wife.
- C) If a Hindu husband remarries without formally divorcing his previous wife, the allegation of bigamy still stands even after the husband converts to Islam
- D) Regardless of his conversion, a Hindu spouse is always allowed to marry numerous wives.

Q16. Which of the following statements most accurately characterises the Uniform Civil Code (UCC) provision mentioned in the Indian Constitution?

- A) Article 44 requires that the Uniform Civil Code be put into effect throughout India
- B) The Uniform Civil Code's Article 44 recognises equality before the law as a Fundamental Right
- C) Article 44 commands the state to work for the Uniform Civil Code's adoption throughout India.
- D) In accordance with Article 44, the Uniform Civil Code has been fully adopted in all of India's states

Q17. Which of the following conditions is applicable to a divorce petition filed on the grounds of mutual consent under the Hindu Marriage Act, 1955?

- A) Prior to filing, the parties had to be separated for at least a year.
- B) Before the divorce is granted, the parties are required to attend mandatory marital counselling
- C) After the divorce judgement is granted, the parties can wed again right away.
- D) In order to validate their agreement to divorce, the parties must show that one of them committed adultery

Q18. Which of the following statements regarding the practise of Talaq is FALSE according to the Muslim Personal Laws in India?

- A) The custom of saying the word talaq three times in a row is known as talaq-e-bid'ah.

- B) Talaq-e-ahsan entails a single talaq proclamation followed by a three-cycle waiting time
- C) In the famous Shayara Bano case, the constitutionality of the talaq-e-bid'ah was maintained
- D) During the Talaq-e-Ahsan waiting period, a husband may cancel the talaq.

Q19. What is the minimum amount of time that must pass after the original petition is filed under Indian family law before the divorce can be finalised when a couple applies for divorce by mutual consent?

- A) There is no waiting period.
- B) 3 months
- C) 6 months
- D) 1 year.

Q20. Which of the following best exemplifies how personal laws interact with the aforementioned Constitutional Articles in the context of family law?

- A) Article 14 guarantees that all religious personal laws are given equal legal protection.
- B) In the execution of personal laws, Article 15 forbids discrimination based on religion, race, caste, sex, or place of birth.
- C) Certain discriminatory practises in personal legislation have been challenged using Article 21, which guarantees the right to life and personal liberty.
- D) A uniform civil code is required under Articles 14 and 15.

Q21. Which of the following claims is accurate regarding the Indian Divorce Act, 1869?

- A) All Indian citizens, regardless of faith, are covered by the Act.
- B) Only the wife's infidelity qualifies as grounds for divorce on the part of the husband; vice versa is not permitted.
- C) For requests for relief under this Act, the district court has first jurisdiction.

D) The Act includes provisions for alimony and maintenance but not for judicial separation.

Q22. Which of the following claims about maintenance is true in the context of Indian Family Law?

A) Only the woman may request spousal support (also known as alimony) while the marriage is still active

B) Child support is completely determined by the father's financial capacity and disregards the mother's income

C) Parental maintenance is a requirement under personal law but is not acknowledged by secular law

D) A number of variables, including the length of the marriage, the parties' financial situation, and their behaviour during the marriage, might affect the amount of spousal maintenance (alimony) that is given.

Q23. Which of the following statements best explains the legal requirements for maintenance in the context of Section 125 of the Code of Criminal Procedure (CrPC)?

A) Live-in partnerships are not covered by Section 125 of the CrPC, which only applies to couples who are legally married

B) Irrespective of the husband's salary, Section 125 mandates a set sum of support.

C) Irrespective of the husband's salary, Section 125 mandates a set sum of support.

D) If a person's wife, child, or parents are unable to support themselves, the court may compel that person to pay them maintenance on a monthly basis under Section 125 of the CrPC.

Q24. Which of the following maintenance claims is FALSE according to the Hindu Adoption and Maintenance Act, 1956?

A) No matter their age or marital status, the Act provides for the maintenance of both the wife and the children

B) Women in live-in relationships are not covered by the Act; it only concerns the maintenance rights of a legally wed Hindu wife.

- C) According to the Act, a Hindu wife may request maintenance even if she is living apart from her husband for acceptable reasons
- D) According to the Act, only the husband is responsible for paying the wife and kids' maintenance

Q25. The Supreme Court ruled in the Shah Bano case that a Muslim woman has the right to ask her ex-husband for maintenance under Section 125 of the CrPC, and that this right lasts after the iddat period. The case was important because it addressed Muslim women's post-divorce support rights.

- A) Under Section 125 of the CrPC, a Muslim woman cannot request maintenance.
- B) A Muslim woman only has a right to maintenance throughout the 'iddat' period.
- C) Even during the 'iddat' period, a Muslim woman may seek support under Section 125 of the CrPC
- D) A Muslim woman can only be entitled to maintenance if it is specified in the 'mehr'.

Q27. In Shabana Bano v. Imran Khan, the Supreme Court upheld the right of a Muslim woman to request support under Section 125 of the CrPC even while she is in the 'iddat' period. The court's ruling emphasised Section 125's secular intent, which is to protect people from destitution regardless of their religious inclinations

- A) Mother , Maternal grandparents, paternal father,
- B) Mother, Grandmother, and Paternal Father
- C) Parents, including the paternal grandfather
- D) Maternal Grandmother, Paternal Mother, and Father

Q28. What is the main factor taken into account by the court when deciding whether to appoint a guardian for a juvenile under the Guardians and Wards Act, 1890?

- A) The religious beliefs of the minor's family.
- B) The proposed guardian's financial situation.

- C) The minor's personal guardian preference.
- D) The minor's welfare.

Q29. What point did the Supreme Court of India stress in its historic decision in Gita Hariharan v. Reserve Bank of India (1999) on the Hindu Minority and Guardianship Act, 1956?

- A) Both parents have an equal right to serve as a minor's natural guardian
- B) A minor child's mother is always the favoured guardian.
- C) The father is the child's exclusive natural guardian.
- D) During his lifetime, the father's rights as a natural guardian are suspended.

Q30. Which of the following uses of Article 21 of the Indian Constitution—which guarantees the right to life and personal liberty—has been approved by Indian courts in relation to family law?

- A) The freedom to marry whoever one wants, regardless of caste or religion
- B) The unalienable right to conjugal unions.
- C) The option to avoid paying maintenance
- D) The authority to give personal laws precedence over constitutional protections

Q31. Article 51A(k) of the Indian Constitution emphasises what essential duty, and how does it relate to family law?

- A) It requires people to encourage a sense of community among their fellow residents.
- B) It emphasises that it is everyone's responsibility to protect the environment.
- C) It emphasises the duty of parents or guardians to give their children or ward opportunity for education
- D) It obliges people to respect the national anthem and flag.

Q32. Which of the following claims about the Indian Succession Act, 1925's essential clauses is true?

A) Intestate succession occurs when a person passes away with a valid will, whereas testamentary succession refers to the inheritance of property when a person dies without leaving a will.

B) Hindus are the only community to which the Indian Succession Act, 1925, applies.

C) The Indian Succession Act does not impose any fiduciary obligations on executors or administrators.

D) Unlike testamentary succession, which is governed by the decedent's will, intestate succession deals with the distribution of a deceased person's property in the absence of a will.

Q33. Which principle that is a crucial component of the fundamental framework is guaranteed by Article 14 of the Indian Constitution?

A) The right to freedom of religion and conscience.

B) The freedom from prejudice based on racial, religious, gender, or place of birth.

C) The right to equal protection under the law and equality before the law.

D) The right to life and personal freedom protection.

Q34. Which of the following is true in regards to the Indian Succession Act's definitions of charitable and religious endowments?

A) According to the Indian Succession Act, at least 50% of a decedent's assets must be left to religious or charitable organisations.

B) Under the Act, endowments created for benevolent or religious purposes are protected from expiring, even if they fail for the first time.

C) According to the Act, a legacy given to an idol is only legitimate if it is located on the testator's property

D) It is against the Indian Succession

Q35. Which of the following sentences best encapsulates a solemnised marriage in terms of Hindu Law?

A) The relationship is exclusively based on mutual consent in a solemnised marriage, where rituals and ceremonies are optional

- B) A solemnised marriage is one that the state recognises when a couple registers their union legally without taking part in any traditional rituals.
- C) A marriage that has been solemnised has been consummated following the performance of customary rituals and ceremonies that are pertinent to the parties concerned
- D) An unceremoniously solemnised marriage is one in which the partnership is largely for the goal of re

Q36. In accordance with Hindu Law, which of the following rites is NOT a customary prerequisite for a marriage to be regarded as valid?

- A) Saptapadi (circling the sacred fire seven times).
- B) Kanyadaan (bride's giving away)
- C) Tarpana, often known as an offering to the ancestors
- D) Tie an auspicious thread to a mangalasutra.

Q37. Which of the following is NOT a recognised right or obligation between spouses under Hindu law?

- A) Mutual fidelity
- B) Provision of necessities between partners
- C) The ability to prevent a spouse from pursuing a career, D. mutual support and companionship.
- D) None of the above

Q38. According to the Hindu Marriage Act of 1955, which of the following is NOT a basis for divorce?

- A) Adultery
- B) Indignity
- C) Switching to a different religion
- D) Deciding on a career against the spouse's wishes

Q40. Which of the following best describes the nature of marriage as a legal contract in the context of Indian family law?

- A) A marriage is only a civil contract; it has no ceremonial or religious value. If its terms are broken, the marriage will end immediately
- B) Since marriage is essentially a contract, both spouses are free to establish terms and conditions, which can then be upheld in regular civil courts.
- C) Although marriage contains contractual features, it also has holy and social significance, making it more difficult to dissolve than a typical legal contract.
- D) Because marriage is a legal contract, it is necessary for both parties to have legal counsel present at the solemnization to ensure the contract's legality.

Q41. Which of the following is necessary for the legal solemnization of a marriage according to Hindu Marriage Law?

- A) Dowry payment
- B) Completing the Saptapadi (the seven-step ritual encircling the sacred fire);
- C) Holding the ceremony during the full moon
- D) Singing a ceremonial dance

Q42. Which of the following statements about Hindu marriage is accurate now, after the passage of the Hindu Marriage Act, 1955?

- A) A Hindu man is permitted to have more than one wife if his current wife or wives give their consent.
- B) If a Hindu man or woman is a member of one of the designated tribes, polygamy is permitted.
- C) The Hindu Marriage Act of 1955 forbids polygamy and requires that both men and women practise monogamy.
- D) Hindu women are explicitly permitted to practise polyandry, but not Hindu men.

Q43. Which of the following is NOT acknowledged by Hindu Law as a fundamental right or obligation between spouses?

- A) Mutual fidelity

- B) Mutual support and companionship
- C) The ability to forbid a spouse from pursuing higher education
- D) Joint responsibility for household costs

Q44. What principle was the main topic of discussion in the case of Sarla Mudgal v. Union of India?

- A) The first wife's legal rights if the Hindu husband later converts to Islam and weds a second time
- B) How women in polygamous marriages are divided in terms of property rights
- C) The recognition of live-in relationships under Hindu Law
- D) The adoption rights of Hindu women post-divorce

Q45. According to the Hindu Marriage Act of 1955, which of the following is NOT a reason for divorce?

- A) Adultery
- B) Cruelty
- C) Deciding on a job against the spouse's desires
- D) Desertion

Q46. Who among the following is eligible to adopt a kid legally under the Hindu Adoption and Maintenance Act, 1956?

- A) A minor Hindu male
- B) A married Hindu lady with the support of her husband
- C) A non-Hindu person
- D) A Hindu person who has already adopted a boy and is seeking to adopt another boy.

Q47. Which key modification gave daughters the same rights to ancestral property as sons under the Hindu Succession Act of 1956?

- A) 1985 Amendment

- B) 1990 Amendment
- C) 2000 Amendment
- D) 2005 Amendment

Q48. Who is deemed the natural guardian of a Hindu minor boy under the age of five in situations where both parents are still living, per the Hindu Minority and Guardianship Act of 1956?

- A) The father alone, as he is the child's primary protector regardless of age.
- B) The mother alone, given the infant's young age.
- C) Both parents equally, as they co-share parental responsibilities
- D) In the event of the father's absence or inability, the mother comes first.

Q49. What key interpretation of the Hindu Minority and Guardianship Act was made in the Gita Hariharan v. Reserve Bank of India (1999) case?

- A) The mother has the same legal authority as the father to act as the guardian of the property of a minor child.
- B) A mother cannot serve as a minor child's natural guardian while the father is still alive.
- C) A minor child's medical care can only be approved by the father.
- D) If the father is unavailable or unfit to serve as a guardian, the mother can step in and take on that role even while the father is still alive.

Q50. Which of the following best sums up the fundamental aspect of a Joint Hindu Family in terms of traditional Hindu law

- A) A Joint Hindu Family is made up solely of male blood relatives and their wives
- B) Lineage-based links are not included in a Joint Hindu Family, which is purely based on marriage ties
- C) All members of a joint Hindu family must have a common ancestor, and both male and female descendants may be found in the lineage.
- D) A joint Hindu family disintegrates upon the passing of the eldest member and is only a transitory arrangement.

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
A	A	B	C	C	C	C	C	D	B
11	12	13	14	15	16	17	18	19	20
D	A	C	D	C	C	A	C	C	C
21	22	23	24	25	26	27	28	29	30
C	D	D	D	C	C	A	D	A	A
31	32	33	34	35	36	37	38	39	40
C	D	C	B	D	C	C	D	C	B
41	42	43	44	45	46	47	48	49	50
C	C	A	C	B	D	D	D	C	

SOLUTIONS

1-A

Numerous sources are used in Islamic jurisprudence to influence the development and application of Muslim law. These resources are essential for making decisions about the law and comprehending religious doctrine.

2-A

As society is dynamic it changes with the generations and Ijma is a general understanding among jurists of various generations for proper implementation of law

3-B

Article 25 gives power to practise propagate and profess one's religion. It provides power to all the religions as it is the basis of secularism. India is a secular state as mentioned under the preamble and article 25 explicitly.

4-C

Article 44 talks about uniform civil code and it is applicable to every religion not only to a particular religion. But as of now UCC is applicable only to the state of Goa as the personal laws are used predominantly in rest of the country.

5-C

Court was in the favour that it comprises the situation of women. Thus in the famous case of Shayra Bano it was said that the triple talaq is not the part of religious practise fundamentally thus declared unconstitutional.

6-C

Every religious practise must follow the fundamental practise and triple talaq was not where an essential practise. Hence option C is the best suitable answer.

7-C

The Hanafi school recognises the feasibility of a legal marriage contract even in the absence of the bride's guardian (wali). Which makes the process of marriage easier and valid. Hence option C is the best suitable answer.

8-C

The Shafi'i school holds that a guardian (wali), regardless of the bride's age or prior

marriages, is necessary for a marriage to be legal. this perfectly suits the doctrine of shafi school thus option C is the answer.

9-D

Hanbali school has conservative opinions regarding several facets of Muslim family law in this , a husband can unilaterally dissolve a marriage without the requirement for a judge's help or a formal procedure. thus option D is the correct option.

10-B

Shia school of thought says B. The Shia school holds that a bride doesn't require her guardian (wali)'s approval for her first marriage. hence option B is the suitable one.

11-D

The Supreme Court made it clear that although a Muslim husband must provide for his divorced wife during the iddat period, the amount should be sufficient to maintain her after the iddat. During the iddat period, nevertheless, the sum should be enough to maintain her afterwards. Hence option D is the best suitable answer.

12-A

The Shia sect of Islam is the only one that recognise the Muta marriage, sometimes referred to as a transitory marriage. It's a specific-duration marriage that can last for a few hours, days, months, or even years. In contrast, a typical Muslim marriage is meant to last a lifetime. Given that the marriage is not eternal, option A is erroneous. Option B is wrong because Muta is linked primarily with Shia Muslims and is not acknowledged by all sects. Option D is untrue because, while Muta does involve a negotiated payment known as meher or dowry, the bride is not required to receive it. Instead, at the start of the contract, the conditions are mutually agreed upon by the parties. hence option A is the best option.

13-C

The Hindu Marriage Act of 1955 established a number of reasons for divorce, including adultery, cruelty, conversion to a different religion, and others. Failure to pay the bride price or dowry is not one of the possibilities listed as a reason for divorce under this act. In fact, the Dowry Prohibition Act of 1961 makes requesting dowry a felony in and of itself. As a result, Option C not only does not qualify as a basis for divorce but is also prohibited in India.

14-D

According to the Indian Divorce Act of 1869, either party may file for divorce on a number of stated grounds. While incompatibility and irretrievable breakdown of marriage are not recognised grounds for divorce under the Indian Divorce Act, 1869, a husband's adultery, his act of rape, sodomy, or bestiality, and his absence for a continuous period

of four years are legitimate grounds under the Act for a wife to seek divorce. Although it has been discussed and debated whether to incorporate such grounds in Indian divorce laws, as of the most recent update (until 2021), they are not mentioned in the Act. hence option D is correct.

15-C

The Indian Supreme Court ruled in *Sarla Mudgal v. Union of India* that merely changing to a different religion does not automatically end a Hindu marriage. According to Section 494 of the Indian Penal Code (IPC), a Hindu man who converts to Islam and marries a second lady without formally divorcing his first wife may be prosecuted for bigamy. To stop such abuses of religious conversions, the Court emphasised the necessity of a consistent civil law throughout India. The ruling was noteworthy because it dealt with the problem of people switching to a different religion in order to get around the rules and regulations of their original religion. option C is the correct option.

16-C

The Indian Constitution lists several Directive Principles of State Policy, including Article 44. These principles are proposals or instructions for the national and state governments of India, hence the courts cannot enforce them. According to Article 44, the government must work to ensure that the whole Indian population has access to a uniform civil code. Except for Goa, which has a common family law, the UCC has not been applied in India as of my most recent update in September 2021. hence, option C is the correct option

17-A

Divorce by mutual consent is permitted under Section 13B of the Hindu Marriage Act of 1955. The parties must have maintained that they could not cohabit and had mutually decided that their marriage should be dissolved for a period of one year or more in order to file such a petition. Option B is deceptive because, despite frequently being advised, counselling is not a requirement under the Act. Option C is erroneous because there must be a waiting period before either couple can remarry following a divorce by mutual consent. Option D is completely false; no evidence of adultery is necessary for a divorce by mutual consent, which indicates that both couples agree to the split without assigning blame. hence option A is the correct option.

18-C

The practise of Talaq-e-bid'ah (or instant triple talaq) was deemed unconstitutional by the Supreme Court of India in the historic *Shayara Bano* case, popularly known as the

Triple Talaq case, in 2017. In this custom, the husband divorced his wife immediately by saying the word talaq three times in a row. According to the ruling, this type of talaq was arbitrary and went against the Constitution's guarantee of equality. Because Talaq-e-bid'ah was pronounced unlawful in this instance rather than being supported under the constitution, Option C is erroneous. hence option C is the correct option.

19-C

The cooling-off period is a statutory waiting period that is required by the Hindu Marriage Act of 1955 and the Special Marriage Act of 1954 when a couple applies for divorce by mutual consent. This time frame is set at six months from the date the initial petition was filed. It is meant to give the couple plenty of time to change their minds. Courts may, however, shorten the waiting period in specific cases and if both parties are still in agreement, but they cannot fully waive it. The waiting period is a crucial procedural step that helps to prevent hasty or emotionally-charged decisions about ending a marriage. hence option C is the correct option.

20-C

It is guaranteed by Article 14 of the Indian Constitution. This has been used to argue against some unfair provisions of personal laws.

Article 15 expressly forbids discrimination on a variety of grounds, including race, caste, sex, place of birth, and religion, but it mainly applies to official activities and provides exceptions for laws that are personal or customary.

The right to life and personal freedom is guaranteed by Article 21. The Supreme Court has used this right in a number of judgements to challenge and overturn certain personal law practises that it determined to be unfair or discriminatory.

Not required by Articles 14 or 15, a uniform civil code is a directive principle of state policy under Article 44. hence option C is the correct option.

21-C

Application: Christians in India are generally covered by the Indian Divorce Act, 1869.

Divorce reasons: A divorce can be requested on a number of grounds, including adultery, by either spouse. It does not only apply to one gender.

District courts often have authority over marriage matters governed by this Act.

Alimony and maintenance: The Act does provide provisions for both alimony and maintenance.

Judicial Separation: The Act includes clauses that address judicial separation.

Hence option C is the correct option

22-D

Spousal Maintenance (Alimony): Depending on the situation, any partner may be entitled to this payment during the marriage as well as after a divorce. Therefore, Option A is untrue.

Both parents are jointly responsible for child maintenance. Both parents' incomes, financial resources, and liabilities are taken into account. Because of this, choice B is untrue.

Maintaining Parents: In addition to being recognised by personal law, maintenance for parents is also recognised by secular law, such as the Maintenance and Welfare of Parents and Senior Citizens Act of 2007. Option C is therefore erroneous.

Maintenance Influencing Factors: As indicated in Option D, a number of circumstances, including spousal maintenance, impact the amount of maintenance. To guarantee that the amount paid is equitable and matches the living levels and needs of clamant. hence option D is the correct answer.

23-D

A secular provision in the CrPC called Section 125 offers those who are unable to support themselves with a legal remedy. It can be used against someone who has the money to support them but neglects or refuses to do so by the wife, small children, or even the parents.

Through a number of judicial interpretations throughout time, Section 125's purview has been widened. As made clear by numerous court rulings that recognised the rights of women in live-in relationships under specific circumstances, it is not limited to partners who are officially married. Option A is inaccurate as a result.

Although the clause does include provisions for minor children's support, it is not just about them. B is the incorrect answer. hence D is the correct option

24-D

According to the Hindu Adoption and Maintenance Act of 1956, a Hindu is required to support his or her wife, children, and elderly parents.

The Act acknowledges that children have the right to maintenance regardless of their age or marital status, even though it primarily focuses on legally married Hindu couples. Option A is correct as a result.

Option B is accurate since the Act does give priority to legally wedded Hindu wives when it comes to maintenance and women in live-in relationships often seek redress under other provisions.

Option C is also accurate because the Act states that a wife is still entitled to maintenance even if she is living apart from her husband for legal reasons.

The husband is not the only party responsible under the Act. For instance, if the father is unable to support his children, a Hindu woman is likewise required to do so. Option D is therefore erroneous. hence option D is correct.

26-C

In *Shabana Bano v. Imran Khan*, the Supreme Court upheld the right of a Muslim woman to request support under Section 125 of the CrPC even while she is in the 'iddat' period. The court's ruling emphasised Section 125's secular intent, which is to protect people from destitution regardless of their religious inclinations. hence, option C is the correct option.

27-A

According to the Hindu Minority and Guardianship Act, 1956, the mother is given preference as the natural guardian for a minor boy under the age of five, followed by the father and finally the paternal grandpa. This preference is intended to recognise the mother's typical position as the primary carer during a child's formative years. option A is the correct option.

28-D

According to the Guardians and Wards Act of 1890, the welfare of the minor is always the primary factor to be taken into account when choosing a guardian for them. The minor's overall wellbeing and interests are prioritised over all other considerations, including the minor's personal preferences. hence option D is correct.

29-A

In the Gita Hariharan case, the Supreme Court ruled that a mother can also serve as a minor child's natural guardian while the father is still alive, particularly in cases where the father is absent or unconcerned with the child's needs. This view was based on giving the wellbeing of the child top priority and providing gender parity in parental rights and obligations. hence , option A is the correct answer.

30-A

According to Article 21 of the Indian Constitution, one's fundamental right to life and personal liberty includes the freedom to select one's life partner, regardless of caste, creed, or religion. In regards of marriage, this right guarantees individual freedom of choice and personal autonomy, placing individual rights before society or familial constraints. Hence option A is the correct option.

31-C

The fundamental obligations of Indian citizens are listed in Article 51A. The duty of every citizen who is a parent or guardian to give chances for education to their child or ward between the ages of six and fourteen years is especially emphasised in clause (k) of this Article. By emphasising the duties of parents or guardians in upholding children's educational rights, this pertains to family law. Hence option C is the correct option here.

32-D

Because it conflates the notions of testamentary and intestate succession, option A is erroneous. Option B is inaccurate since the Act includes provisions that also apply to Christians, Parsis, and other communities, not just Hindus. Option C is inappropriate because, as stated in the Act, executors and administrators are subject to fiduciary obligations. hence option D is the correct.

33-C

The fundamental right to equality is protected under Article 14 of the Indian Constitution. It states that on Indian soil, the State shall not deny anyone's right to equal protection under the law or equality before the law. This implies that everyone should be treated equally under the law, regardless of their history or status, and that the law should be applied consistently to similar situations. Although they are also essential rights, the other choices are governed by several Constitutional Articles. option C is the correct option.

34-B

When an endowment for a religious or philanthropic purpose fails under the Indian Succession Act, whether because it cannot be fulfilled or because the purpose for which it was formed is prohibited, it does not always expire. Instead, the assets may be used for a charity or religious cause that is as close to the testator's original wish as is possible. The provisions of the Act relating to endowments for religious and charitable purposes are not accurately represented by the other options. options B is the correct option.

35-D

A solemnised marriage, also known as a samskara or vivaha in Hindu Law, is one that has been performed in accordance with customary Hindu ceremonies and procedures. This often involves ceremonies that validate the marriage, such as the Saptapadi (walking seven steps around the sacred fire), Kanyadaan (giving the bride away), etc. The alternative choices do not adequately depict a solemnised marriage under Hindu Law. option d is the correct option.

36-C

Tarpana is an offering to the ancestors; it is not a necessary ritual for the solemnization of a Hindu marriage. In contrast to Saptapadi, Kanyadaan, and Mangalasutra Bandhan, which are common ceremonies linked with Hindu marriages. option C is correct.

37-C

According to Hindu Law, spouses have obligations and rights related to reciprocal loyalty, support, and provision of necessities. However, unless it is expressly stated in any agreement, one spouse does not have the authority to restrict the other from engaging in a vocation. option C is the correct option.

38-D

The Hindu Marriage Act of 1955 lists certain grounds for divorce, including adultery, cruelty, and conversion to a different religion. Making a job decision against your spouse's desires is not, however, a legal reason for filing for divorce under the Act. option D is the correct option.

39-C

Marriage is seen in India as both a sacrament and a contract, especially under Hindu law. It incorporates components of a contract, such as consent and obligations between the parties, but because it is also ingrained in social and religious practises, its nature and termination are more complicated than just breaking a civil contract. The other

choices either understate or misunderstand the complex interplay between marriage's contractual and sacramental components. option c is the correct.

40-B

According to Hindu Marriage Law, performing Saptapadi is essential for a marriage to be recognised as legal. To symbolise their union, the pair walks seven times around the sacred fire. option B is the correct option.

41-C

The Hindu Marriage Act of 1955 forbade polygamy and mandated monogamy for Hindus . option C is the correct option.

42-C

Mutual faithfulness, support, and shared household duties are just a few of the rights and obligations that spouses enjoy. However, one spouse does not have the legal authority to forbid the other from going to college. hence option C is the correct option.

43-A

The main problem in the Sarla Mudgal case was Hindu husbands who converted to Islam in order to remarry without divorcing their first Hindu wife. The first Hindu marriage is not dissolved by such conversion, the court ruled, and the second marriage would be invalid, making the husband guilty of bigamy under the Indian Penal Code. hence option A is the correct option.

44-C

Grounds for divorce are listed in the Hindu Marriage Act of 1955, including adultery, cruelty, and desertion. Not one of them is picking a career against the spouse's wishes. hence option c is correct

45-B

With her husband's permission and in accordance with the HAMA, a married Hindu woman may adopt. The requirements of the statute are not met by alternative solutions. hence option b is correct.

46-D

In 2005, the Hindu Succession Act was amended to provide daughters the same rights to ancestral property as sons, establishing them as co-heirs by birth to joint Hindu family property. hence option d is correct.

47-D

According to the Hindu Minority and Guardianship Act, the mother comes in second to the father as the natural guardian of a young boy or unmarried girl. Only when the father is not there or is unable to serve as a guardian does the mother take precedence. There are no age-based distinctions made in this provision. hence option d is the correct option

48-D

The Gita Hariharan case focused on how the Hindu Minority and Guardianship Act should be interpreted in light of mothers' legal status as natural guardians. The Supreme Court made it clear that even if the father is still living, the mother can be the kid's natural guardian if he is not present or unable to care for the child. This liberal interpretation was viewed as a significant step in the direction of guardianship rights equality for women. option d is the correct option

49-C

Hindu law has a special concept known as the Joint Hindu Family (JHF), commonly referred to as the Hindu Undivided Family (HUF). Hindus frequently have extended families set up where several generations can coexist. This arrangement has its roots in the shared ancestry of the family members. Although the spotlight has always been on the male family members, the joint family structure also includes a significant number of female family members. The other choices depict the Joint Hindu Family's traits or essence incorrectly. hence option c is correct.

OTHER USEFUL RESOURCES

MH CET Law (5-Years LLB) 10 Free Mock Test

The “MH CET Law (5Year LLB) 10 Free Mock Tests PDF” is available for download by students enrolled in the 5-year programme. It would be very helpful in helping them get high scores in exams. This eBook includes 10 sets of mock tests to help you ace the test in addition to covering subject-wise analysis, exam format, pattern, and preparation techniques.

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ABOUT THIS eBook

Our MH CET Law Legal Reasoning Practice Questions eBook is an indispensable resource for MH CET Law aspirants. It's authored by an expert and provides a comprehensive collection of practice questions with detailed solutions. This eBook serves several critical purposes in your preparation journey.

- Firstly, it bridges the gap between theoretical knowledge and practical application, ensuring that you not only understand the concepts but can also solve real-world problems effectively.
- Secondly, it enhances your efficiency and accuracy, two vital components of success in the exam. Through rigorous practice, you'll not only sharpen your legal skills but also learn time-saving strategies.
- Effective time management is another key aspect, and our eBook offers a wealth of questions to help you practice pacing yourself during the exam. Moreover, its broad coverage of Legal Studies topics ensures that you're well-prepared for any question that may appear in the exam.
- The detailed solutions provided for each question help you understand your mistakes and reinforce the correct problem-solving approach. Confidence-building is also a significant benefit, as regular practice instills self-assurance.
- Lastly, the eBook's diverse question bank prepares you for different question types and difficulty levels, ensuring your adaptability in the examination.

**All The Best
For Your Preparation!!**

PREPARATION STRATEGY AND QUICK TIPS FOR CUET BA LLB

Study Relevant Study Material:

Gather study materials specific to the legal reasoning section. Look for books or resources that cover the legal concepts tested in the exam. In this eBook, we have covered all the chapters and concepts that can come in the exam.

Legal Concepts and Basics:

Focus on understanding fundamental legal concepts and principles. Pay attention to topics such as Contracts, Torts, Constitutional law, and Legal Maxims.

Analytical and Critical Thinking:

Legal reasoning often involves analytical and critical thinking. Practice solving logical puzzles, critical reasoning questions, and scenarios to enhance these skills.

Legal Vocabulary:

Build a strong foundation in legal vocabulary. Familiarize yourself with legal terms, phrases, and terminology commonly used.

Stay Informed about Legal Developments:

Stay updated on current legal affairs and developments. This knowledge can be beneficial for questions related to recent legal events.

Review Legal Maxims and Case Laws:

Familiarize yourself with important legal maxims and landmark case laws, as they may be relevant to legal reasoning questions.

Some quick tips are as follows:

Gain a Quick Overview:

Explore headings, subheadings, summaries, and introductions to form a mental framework for the topics you're about to learn.

Set Clear Learning Goals:

Define specific objectives for your study session. This helps maintain focus and motivation. Decide if you aim to grasp fundamental principles, understand main ideas, or apply concepts to problem-solving.

Take Organized Notes:

Actively take structured notes during your study session. Utilize headings, bullet points, and diagrams to organize information. Summarize key themes in your own words to enhance understanding and retention.

Remember, Regular practice, revision, and staying informed about legal updates will contribute to your success in the CUCET legal reasoning section.

Good luck with your preparation!

Shall we begin with the study material?

CONTRACT LAW

Q1. Read the passage carefully and answer the question

The Contract should be performed by the promisor himself. However, in certain cases, it can also be performed by his agents or legal representatives. It all depends upon the intention of the parties. Normally a contract can be performed by the following persons.

1. Promisor himself: If from the nature of the contract it appears that it was the intention of the parties that the promise should be performed by the promisor himself, such promise must be performed by the promisor. This usually applies to contracts involving personal skill, task, or artwork.
2. Promisor or his Agent: Where the contract does not involve the personal skill of the promisor, the contract could be performed by the promisor himself or by any competent person employed by him for the purpose,
3. Legal Representatives: The contracts which do not involve any personal skill or taste, may be performed by his legal representative after the death of the promisor.
4. Third Person: In some cases, a contract may be performed by a third person provided the promisee accepts the arrangement. According to Section 41 of the Indian Contract Act, once the promisee accepts the performance from a third person, he cannot compel the promisor to perform the contract again.
5. Performance of Joint Promises: According to section 42 of the Indian Contract Act, when two or more persons have made a joint promise, the joint promisors must fulfill the promise jointly during their lifetime. And if any one of them dies, then his legal representatives and survivors must jointly fulfill the promise.

Section 43 of the Indian Contract Act further provides that unless a contrary intention appears from the contract, each joint promisor may compel every other joint promisor to contribute equally to the performance of the promise. If any joint promisor makes a default in such a contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.

Question: Aman received a box of chocolates from Basant and promised to pay Rupees 5000. Later on, A becomes bankrupt. Chetan, who is a friend of Aman pays rupees 1000 to Basant on behalf of Aman. Aman is not aware of such a transaction. In civil court, insolvency proceedings have started against Aman. Meanwhile, Basant has also applied for a recovery of 5000 rupees. Decide.

- A) Basant is entitled to recover the amount of 5000 from Aman.
- B) Basant is entitled to recover the amount of 4000 from Aman.
- C) Chetan is entitled to recover the amount of 1000 from Basant.
- D) Basant cannot recover any amount from Aman as he has become insolvent.

Q2.Read the passage carefully and answer the question

The Contract should be performed by the promisor himself. However, in certain cases, it can also be performed by his agents or legal representatives. It all depends upon the intention of the parties. Normally a contract can be performed by the following persons.

1. Promisor himself: If from the nature of the contract it appears that it was the intention of the parties that the promise should be performed by the promisor himself, such promise must be performed by the promisor. This usually applies to contracts involving personal skill, task, or artwork.
2. Promisor or his Agent: Where the contract does not involve the personal skill of the promisor, the contract could be performed by the promisor himself or by any competent person employed by him for the purpose,
3. Legal Representatives: The contracts which do not involve any personal skill or taste, may be performed by his legal representative after the death of the promisor.
4. Third Person: In some cases, a contract may be performed by a third person provided the promisee accepts the arrangement. According to Section 41 of the Indian Contract Act, once the promisee accepts the performance from a third person, he cannot compel the promisor to perform the contract again.
5. Performance of Joint Promises: According to section 42 of the Indian Contract Act, when two or more persons have made a joint promise, the joint promisors must fulfill the promise jointly during their lifetime. And if any one of them dies, then his legal representatives and survivors must jointly fulfill the promise.

Q3.K promises to paint a picture for L on a certain day, at a certain price. K dies before the day of the contract. Decide.

- A) The contract can be enforced by K's representative
- B) The contract can be enforced by L
- C) The contract can be enforced either by K's representation or by L
- D) The contract cannot be enforced either by K's representative, or L

Q4. Read the passage carefully and answer the question

The Contract should be performed by the promisor himself. However, in certain cases, it can also be performed by his agents or legal representatives. It all depends upon the intention of the parties. Normally a contract can be performed by the following persons.

1. Promisor himself: If from the nature of the contract it appears that it was the intention of the parties that the promise should be performed by the promisor himself, such promise must be performed by the promisor. This usually applies to contracts involving personal skill, task, or artwork.
2. Promisor or his Agent: Where the contract does not involve the personal skill of the promisor, the contract could be performed by the promisor himself or by any competent person employed by him for the purpose,
3. Legal Representatives: The contracts which do not involve any personal skill or taste, may be performed by his legal representative after the death of the promisor.
4. Third Person: In some cases, a contract may be performed by a third person provided the promisee accepts the arrangement. According to Section 41 of the Indian Contract Act, once the promisee accepts the performance from a third person, he cannot compel the promisor to perform the contract again.
5. Performance of Joint Promises: According to section 42 of the Indian Contract Act, when two or more persons have made a joint promise, the joint promisors must fulfill the promise jointly during their lifetime. And if any one of them dies, then his legal representatives and survivors must jointly fulfill the promise.

Section 43 of the Indian Contract Act further provides that unless a contrary intention appears from the contract, each joint promisor may compel every other joint promisor to contribute equally to the performance of the promise. If any joint promisor makes a default in such contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.

Question: Rohan has agreed to manage the catering services during the marriage of Sohan's son Ramu. On the day of marriage, Rohan felt ill and sent his manager to the management of catering services. Ramu happily gets married to Tina and people appreciated the food and decoration of the event. When Rohan asked Sohan for the remaining amount, he denied it because Rohan himself had not managed so it is a breach. Decide.

- A) Rohan is not entitled to get the remaining amount due to a breach of contract.
- B) Rohan is entitled to sue Sohan for the remaining amount.

C) Rohan is entitled to sue Ramu because it was his marriage.

D) Instead of Rohan, his manager can only sue Sohan for the breach.

Q5.Read the passage carefully and answer the question

The Contract should be performed by the promisor himself. However, in certain cases, it can also be performed by his agents or legal representatives. It all depends upon the intention of the parties. Normally a contract can be performed by the following persons.

1. Promisor himself: If from the nature of the contract it appears that it was the intention of the parties that the promise should be performed by the promisor himself, such promise must be performed by the promisor. This usually applies to contracts involving personal skill, task, or artwork.
2. Promisor or his Agent: Where the contract does not involve the personal skill of the promisor, the contract could be performed by the promisor himself or by any competent person employed by him for the purpose,
3. Legal Representatives: The contracts which do not involve any personal skill or taste, may be performed by his legal representative after the death of the promisor.
4. Third Person: In some cases, a contract may be performed by a third person provided the promisee accepts the arrangement. According to Section 41 of the Indian Contract Act, once the promisee accepts the performance from a third person, he cannot compel the promisor to perform the contract again.
5. Performance of Joint Promises: According to section 42 of the Indian Contract Act, when two or more persons have made a joint promise, the joint promisors must fulfill the promise jointly during their lifetime. And if any one of them dies, then his legal representatives and survivors must jointly fulfill the promise.

Section 43 of the Indian Contract Act further provides that unless a contrary intention appears from the contract, each joint promisor may compel every other joint promisor to contribute equally to the performance of the promise. If any joint promisor makes a default in such contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.

Question:D agreed to deliver goods to E, on 12 April 2022, on payment of Rs. 20,000. D dies before the decided day. E contacted D's legal representatives but he refused to deliver the said goods. Decide.

A) D's legal representative will not be liable to deliver goods because he is not the party to the contract

- B) D's legal representative will be liable because he is constructively made a party to the contract
- C) The contract is discharged upon the death of D and hence nobody is bound by the contractual obligation
- D) The transaction is not covered under the Indian Contract Act

Q6. Read the passage carefully and answer the question

The Contract should be performed by the promisor himself. However, in certain cases, it can also be performed by his agents or legal representatives. It all depends upon the intention of the parties. Normally a contract can be performed by the following persons.

1. Promisor himself: If from the nature of the contract it appears that it was the intention of the parties that the promise should be performed by the promisor himself, such promise must be performed by the promisor. This usually applies to contracts involving personal skill, task, or artwork.
2. Promisor or his Agent: Where the contract does not involve the personal skill of the promisor, the contract could be performed by the promisor himself or by any competent person employed by him for the purpose,
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Section 43 of the Indian Contract Act further provides that unless a contrary intention appears from the contract, each joint promisor may compel every other joint promisor to contribute equally to the performance of the promise. If any joint promisor makes a default in such a contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.

Question: A, B, and C jointly take a loan from D amounting to Rs. 30,000. C is compelled to pay the whole of the amount, A is insolvent but his assets are

sufficient to pay one-half of his debts. Now, how much amount is C entitled to recover from A and B. Decide.

- A) C is entitled to receive Rs. 5000 from A's estate and 12,500 from B.
- B) C is entitled to receive Rs. 10,000 from A's estate and A by any means and Rs. 10,000 from B
- C) C is entitled to receive Rs. 20000 from A's estate only
- D) C is entitled to receive Rs. 20000 from B only as A is insolvent

Q7. Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

If it defeats the provisions of any law: If it is of such a nature that if permitted, it would defeat the provisions of any law. In other words, if the object or the consideration of an agreement is of such a nature that, though not directly forbidden by law, it would defeat the provisions of the law, the agreement is void

If it is fraudulent: An agreement to defraud others is void.

If the Court regards it as immoral or opposed to public policy: An agreement whose object or consideration is immoral or is opposed to the public policy, is void. Consideration and Legality of object General Law of Contracts I1 void.

It is well settled that if several distinct promises are made for the same lawful consideration, and one or more of them be such as the law will not enforce, that will not of itself prevent the rest from being enforceable. The test is whether a distinct consideration that is wholly lawful can be found for the promise called in question. According to Justice Wiles, the general rule is that, where you cannot sever the illegal from the legal part of a covenant, the contract is altogether void; but where you can

sever them, whether the illegal be created by statute or by the common law, you may reject the bad part and retain the good.

Question : B and his friends robbed some money and goods and decide to divide their goods and amount equally. B and C took all the amount with them and ran away. D one of the member of their gang has got nothing from the robbery. D wants to take legal action against B and C. Decide.

- A) D can file suit for the breach of contract against B and C
- B) D can file a criminal suit against B and C, for cheating
- C) D can file both criminal and civil suits against B and C and get separate reliefs
- D) D can't do anything

Q8, Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

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consideration that is wholly lawful can be found for the promise called in question. According to Justice Wiles, the general rule is that, where you cannot sever the illegal from the legal part of a covenant, the contract is altogether void; but where you can sever them, whether the illegal be created by statute or by the common law, you may reject the bad part and retain the good.

Question : B and his friends committed theft at night in a neighborhood. A filed a police complaint and police arrested B and his friends within seven days. B and his friends offer to return all the goods and pay Rs. 50,000 jointly to compensate A if A promises to withdraw a criminal complaint that he has filed against B for theft. A accepts their offer. Decide.

- A) The object is unlawful but the consideration is lawful, ultimately the contract is void
- B) The object is lawful but the consideration is unlawful, so the contract is valid
- C) Both the object and consideration are lawful, so the contract is valid
- D) Both object and consideration are unlawful, so the contract is void

Q9. Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

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It is well settled that if several distinct promises are made for the same lawful consideration, and one or more of them be such as the law will not enforce, that will not of itself prevent the rest from being enforceable. The test is whether a distinct consideration that is wholly lawful can be found for the promise called in question. According to Justice Wiles, the general rule is that, where you cannot sever the illegal from the legal part of a covenant, the contract is altogether void; but where you can sever them, whether the illegal be created by statute or by the common law, you may reject the bad part and retain the good.

Question : A is an illiterate farmer, who wants to marry her daughter B, he took a loan amounting to Rs. 2,00,000 at an interest of 33% p.a. from C a money-lender of his village, and signed a bond. One of the terms of a bond is as follows:-

If A failed to pay the principal amount along with interest at the end of three years, C can take possession of A's land to sell that land for recovery of the loan amount given by him. Decide.

- A) The bond is valid because it fulfills all the essential elements of the contract
- B) The bond is valid because this is a type of loan contract.
- C) The bond is invalid because it is causing injury to A's property
- D) The bond is invalid because A is illiterate and his sign has no legal sanctity

Q10. Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

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If it is fraudulent: An agreement to defraud others is void.

If the Court regards it as immoral or opposed to public policy: An agreement whose object or consideration is immoral or is opposed to the public policy, is Consideration and Legality of object General Law of Contracts I1 void.

It is well settled that if several distinct promises are made for the same lawful consideration, and one or more of them be such as the law will not enforce, that will not of itself prevent the rest from being enforceable. The test is whether a distinct consideration that is wholly lawful can be found for the promise called in question. According to Justice Wiles, the general rule is that, where you cannot sever the illegal from the legal part of a covenant, the contract is altogether void; but where you can sever them, whether the illegal be created by statute or by the common law, you may reject the bad part and retain the good.

Question : A wants to marry her minor daughter B for which, he takes a loan amounting to Rs. 1,00,000 at an interest of 12 % p.a. from C a money-lender of his village, and signed a bond. The band consists of the following information

If A failed to pay the principal amount along with interest at the end of three years, C can take possession of A's land, or sell that land for recovery of such amount.

Decide?

- A) The bond is valid because it fulfills all the essential elements of the contract
- B) The bond is valid because this is the type of loan contract.
- C) The bond is invalid because the object of the contract is illegal
- D) The bond is invalid because A is illiterate and his sign has no legal sanctity

Q11. Read the passage carefully and answer the question.

In most cases, the words 'Object' and 'Consideration' mean the same thing. But in some cases, they may be different. For example, where money is borrowed for the marriage of a minor, the consideration for the contract is the loan and the object is the marriage. An agreement will not be enforceable if its object or consideration is unlawful. According to Section 23 of the Indian Contract Act, the consideration and the object of an agreement are unlawful in the following cases: **If it is forbidden by law:** If the object or the consideration of an agreement is the doing of an act forbidden by law, the agreement is void. An act or an undertaking is forbidden by law when it is punishable by

the criminal law of the country or when it is prohibited by special legislation derived from the legislature.

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If it is fraudulent: An agreement to defraud others is void.

If the Court regards it as immoral or opposed to public policy: An agreement whose object or consideration is immoral or is opposed to the public policy, is void. Consideration and Legality of object General Law of Contracts 11 void.

It is well settled that if several distinct promises are made for the same lawful consideration, and one or more of them be such as the law will not enforce, that will not of itself prevent the rest from being enforceable. The test is whether a distinct consideration that is wholly lawful can be found for the promise called in question. According to Justice Wiles, the general rule is that, where you cannot sever the illegal from the legal part of a covenant, the contract is altogether void; but where you can sever them, whether the illegal be created by statute or by the common law, you may reject the bad part and retain the good.

Question : A agreed to pay 50,000 to B, clerk of the electricity department to decrease the bill amount from Rs. 50,000 to 10,000. B decreased the amount to 11,000 instead of 10,000. A has denied paying Rs 50,000 to B. B wants to recover the amount from A. Decide

- A) A can recover the amount, on the grounds of breach of contract.
- B) A can't recover the amount, it is an oral contract other than a written Contract.
- C) A can recover Rs.50,000 by filing a recovery suit.
- D) A cannot recover Rs.50,000 because the object is not lawful.

Q12. Read the passage and answer the following condition.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

According to section 26 of the Indian Contract Act, all agreements in restraint of marriage except that of a minor are void. Romans were the first to delegitimize agreements that were in restraint of marriage. The basis of making agreements in restraint of marriage void is that marriage is a sacrament and nothing should interfere with the institution of marriage, not even contracts. The idea behind this provision is to not snatch away the personal right of every individual to marry someone of their own choice. It is important to note here that according to the section, agreements in restraint of marriage of a minor are not void.

Agreement in restraint of trade is void under Section 27 of the Act. That is, any agreement that debars one person from starting or continuing his trade or profession, in return for some consideration is void. Therefore, any agreement stopping a person from trading in the manner he likes or wherever he likes, on an agreement with another party, in which the other party benefits from him stopping his trade or profession, will be called an agreement in restraint of trade. Apart from two exceptions, which we will discuss below, all agreements in restraint of trade are void. The two exceptions lie in the Sale of Goodwill and Partnership Act.

The background for delegitimizing an agreement in restraint of trade lies in the history of conflict between free markets and the freedom of contracts. Ensuring freedom to the contract would mean legitimizing agreements in restraint of trade, which would result in parties agreeing to curb competition. Under the common law, the current position is derived from the case of

Nordenfelt v Maxim Nordenfelt Guns and Ammunition Co Ltd.

Any agreement between the two parties that debars either or both of them from going to a court of law in case of non-compliance with the contract is a void agreement. Section 28 of the Indian Contract Act says that any agreement that restricts an aggrieved party from enforcing his rights to approach a relevant court or tribunal in case of a breach of contract or limits the time within which he may do so, is a void agreement. It further says any agreement that extinguishes the rights of any party or discharges either of the parties from liability is a void agreement.

Question: Rahul agreed to pay the amount of Rs. 50,000 if Nikita would not marry Ankur, in case she gets married to Ankur then the marriage will become void. Nikita agreed and received such an amount from Rahul. One month later, Nikita married Ankur. Rahul sued Nikita for the breach of contract. Decide.

- A) Rahul can recover Rs 50,000 for the breach of the contract
- B) Nikita's marriage would be void as per the agreement.

- C) When Nikita returns the amount to Rahul then her marriage becomes valid
- D) Rahul can't recover an amount from Nikita and his marriage is also valid.

Q13. Read the passage and answer the following condition.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

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any agreement that extinguishes the rights of any party or discharges either of the parties from liability is a void agreement.

Question: B and C both are co-widows of A. B and C both mutually agreed that if any one of them remarried then in such case she would forfeit her share in the deceased husband's property. Decide.

- A) The agreement is restrained to legal proceedings since void
- B) The agreement is opposed to public policy since void.
- C) The agreement is valid
- D) The agreement is not valid due to a lack of consideration

Q14. Read the passage and answer the following condition.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

According to section 26 of the Indian Contract Act, all agreements in restraint of marriage except that of a minor are void. Romans were the first to delegitimize agreements that were in restraint of marriage. The basis of making agreements in restraint of marriage void is that marriage is a sacrament and nothing should interfere with the institution of marriage, not even contracts. The idea behind this provision is to not snatch away the personal right of every individual to marry someone of their own choice. It is important to note here that according to the section, agreements in restraint of marriage of a minor are not void.

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The background for delegitimizing an agreement in restraint of trade lies in the history of conflict between free markets and the freedom of contracts. Ensuring freedom to the contract would mean legitimizing agreements in restraint of trade, which would result in

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Question: Vishal opened a law entrance exam coaching institute in Hauz Khas. A person Sandesh is planning to open coaching in the same locality. Due to the fear of competition, Vishal offers Sandesh not to open the coaching center in that area for the next 2 years in consideration of Rs. 10,000 per month. Sandesh agreed and started receiving such an amount every month from Vishal. Vishal has stopped making payments after one year. Sandesh wants to sue Vishal for non-payment of the amount. Decide.

- A) Sandesh can sue for non-payment of the amount.
- B) Vishal would be held liable for breach of contract
- C) Sandesh cannot recover an amount from Vishal, the agreement is void
- D) Sandesh has to file the criminal suit

Q15. Read the passage and answer the following conditions.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

According to section 26 of the Indian Contract Act, all agreements in restraint of marriage except that of a minor are void. Romans were the first to delegitimize agreements that were in restraint of marriage. The basis of making agreements in restraint of marriage void is that marriage is a sacrament and nothing should interfere with the institution of marriage, not even contracts. The idea behind this provision is to not snatch away the personal right of every individual to marry someone of their own

choice. It is important to note here that according to the section, agreements in restraint of marriage of a minor are not void.

Agreement in restraint of trade is void under Section 27 of the Act. That is, any agreement that debars one person from starting or continuing his trade or profession, in return for some consideration is void. Therefore, any agreement stopping a person from trading in the manner he likes or wherever he likes, on an agreement with another party, in which the other party benefits from him stopping his trade or profession, will be called an agreement in restraint of trade. Apart from two exceptions, which we will discuss below, all agreements in restraint of trade are void. The two exceptions lie in the Sale of Goodwill and Partnership Act.

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Question: Pari and Lacy are two similar snack manufacturing companies in the locality of Yamuna Nagar. The owner of both factories came into a partnership agreement that only one factory would manufacture at a time alternatively, and profit would be shared equally. Decide the validity of the agreement.

- A) The agreement is restrained to business or trade, it is void
- B) The agreement is covered under the partnership act, not under Contract Act
- C) The agreement is prohibited under the competition act
- D) The agreement is valid

Q16. Read the passage and answer the following conditions.

Some agreements are just harmful to society. They are against public policy. Some such agreements are Agreements in restraint of marriage, trade, or legal proceedings. These agreements are expressly declared to be void in the Indian Contract Act in Sections 26, 27, and 28 respectively.

According to section 26 of the Indian Contract Act, all agreements in restraint of marriage except that of a minor are void. Romans were the first to delegitimize agreements that were in restraint of marriage. The basis of making agreements in restraint of marriage void is that marriage is a sacrament and nothing should interfere with the institution of marriage, not even contracts. The idea behind this provision is to not snatch away the personal right of every individual to marry someone of their own choice. It is important to note here that according to the section, agreements in restraint of marriage of a minor are not void.

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Question: A has insured B's bike for the amount of Rs 10000 in case of an accident, the compensation claim must be filed within 6 months from the date of

the accident. After 6 months insurance company shall not be liable to compensate for any loss. Decide.

- A) The agreement is void, it is a restraint to the legal proceedings.
- B) The agreement is not covered under section 28 of the Indian Contract Act.
- C) The agreement is valid.
- D) The agreement is voidable at the option of the aggrieved party.

Q17. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

Thus, consent involves the identity of minds in respect of the subject matter of the contract. In English Law, this is called 'consensus-ad-idem'. If the parties are not ad-idem on the subject matter of the contract, then there is no real agreement between them. When two persons enter into a contract concerning a particular person or a thing and it turns out that each of them had a different person or thing in mind, no contract would exist between them. In *Foster v. Mackinnon*, the defendant has purported to endorse a bill of exchange which he was told was a guarantee. The court held that he was not liable as his mind did not go with that writing and he never intended to sign a bill of exchange. There was no consent and consequently no agreement arose.

For a contract to be valid, it is not enough that the parties have given their consent. The consent should also be free i.e., it has been given by the free will of the parties involving no pressure or use of force. Section 14 of the Act states that Consent is said to be free when it is not caused by (i) coercion, or (ii) undue influence, or (iii) fraud, or (iv) misrepresentation, or (v) mistake. Thus, the consent of the parties to a contract is regarded as free if it has not been induced by any of the five factors stated under Section 14. In other words, consent is not free if it can be proved that it has been caused by coercion, undue influence, fraud, misrepresentation, or mistake.

When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: Which of the following statements is/are correct?

- i. A contract without a mutual agreement between both parties would be void
 - ii. A contract without the free consent of the other party would be void
 - iii. A contract without a mutual agreement and free consent of one party would be void
 - iv. A contract without the free consent of one party shall be voidable at the option of party
- A) Only i is correct
 - B) Only iii is correct
 - C) Only i and iv are correct
 - D) Only ii and iii are correct

Q18. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

Thus, consent involves the identity of minds in respect of the subject matter of the contract. In English Law, this is called 'consensus-ad-idem'. If the parties are not ad-idem on the subject matter of the contract, then there is no real agreement between them. When two persons enter into a contract concerning a particular person or a thing and it turns out that each of them had a different person or thing in mind, no contract would exist between them. In *Foster v. Mackinnon*, the defendant has purported to endorse a bill of exchange which he was told was a guarantee. The court held that he was not liable as his mind did not go with that writing and he never intended to sign a bill of exchange. There was no consent and consequently no agreement arose.

For a contract to be valid, it is not enough that the parties have given their consent. The consent should also be free i.e., it has been given by the free will of the parties involving no pressure or use of force. Section 14 of the Act states that Consent is said to be free when it is not caused by (i) coercion, or (ii) undue influence, or (iii) fraud, or (iv) misrepresentation, or (v) mistake. Thus, the consent of the parties to a contract is regarded as free if it has not been induced by any of the five factors stated under Section 14. In other words, consent is not free if it can be proved that it has been caused by coercion, undue influence, fraud, misrepresentation, or mistake.

When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: Kunal and Sunil enter into a Contract for the supply of almonds. However, Sunil wants to get old almonds for feeding his cattle but Kunal sent him new and fresh almonds which were of better quality. Decide.

- A) The Contract would be void
- B) The Contract would be voidable at the option of Kunal
- C) The Contract would be voidable at the option of Sunil
- D) The Contract would be valid

Q19. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

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When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: A who is a businessman enters into a contract with his employee B to sell his house at a certain price which is much lower to the market rate, or else he will be fired from the job. Decide.

- A) B has to sell the house to A
- B) B does not need to sell the house to A as the contract is void
- C) It is at the option of B to sell the house
- D) It is at the option of A to buy the house

Q20. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

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When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: Rajat enters into a contract with Aman to supply 5 Kg of cotton to their warehouse at Aurangabad in Maharashtra, however, Aman supplies the cotton to Aurangabad in Bihar Decide.

- A) Aman has to pay compensation to Rajat for breach of contract.
- B) Rajat has to pay compensation to Aman as he did not provide him with exact details.
- C) No compensation can be claimed as the contract would be void.
- D) No compensation can be claimed as the performance of the contract is complete.

Q21. Read the passage and answer the questions that follow.

When two parties enter into a contract they should give their consent. The consent of the parties means that they understand the same thing in the same sense. There must be no misunderstanding between the parties about the subject matter of the contract. Section 13 of the Indian Contract Act defines the term 'Consent' as Two or more persons are said to consent when they agree upon the same thing in the same sense.

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When the consent of any party is not free, the contract is usually treated as voidable at the option of the party whose consent was not free. If, however, the consent has been caused by mistake on the part of both parties, the contract is considered void.

Question: John enters into a contract with Harry to sell his old car, however, he does not disclose that the car had met with an accident and was later on repaired. Decide.

- A) The Contract would be void as John has committed fraud
- B) The Contract would be voidable as John has committed fraud
- C) The Contract would be valid
- D) Harry would be entitled to compensation

Q22. Read the passage and answer the questions that follow.

The expression contingent contracts is defined in Section 31 of the Indian Contract Act as a contract to do or not to do something if some event, collateral to such contract, does or does not happen. It is a sort of conditional contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. The time or the person in question will definitely expire and the money will become payable. For example, a contract to pay a sum of money on the destruction of premises by fire is a contingent contract, for that contingency may or may not happen. From this point of view, all contracts of insurance are contingent contracts. A contract to buy land which is under dispute made with a party to the dispute and to become operative if he wins a case is a contingent contract, its performance being wholly dependent upon the result of the litigation. A contingent contract failed because permission was required (environmental permission) from the authority concerned but was not granted. The necessity of such clearance was clearly anticipated in the contract as a prerequisite to its performance. The Supreme Court held that consequent restoration of the parties to the position in which they were before the contract was proper.

A, whose property was attached, contracted to sell the same to B and undertook to apply to the court for the approval of the sale. A did apply to the court in the performance of his undertaking, but the court rejected his application. Thereupon A sold the land to C. B sued him for the land. It was held that the contract of sale to B was a contingent contract, being subject to the approval of the court, and that approval having not been given, the contingency did not happen and hence its performance could not be

demanding. A contract to sell a piece of agricultural land which was the subject matter of the ongoing consolidation proceedings was held to be of contingent nature because nobody could tell beforehand to whom the land might become allotted. It was not enforceable until and unless the consolidation would leave the land in the hands of the seller.

Question: Which among the following is the significant feature of contingent contracts under the Indian Contract Law?

- A) Uncertainty of the condition imposed
- B) Certainty of the condition imposed
- C) The ability to fulfilment of the condition imposed
- D) The inability to the fulfilment of the condition imposed

Q23. Read the passage and answer the questions that follow.

The expression contingent contracts is defined in Section 31 of the Indian Contract Act as a contract to do or not to do something if some event, collateral to such contract, does or does not happen. It is a sort of conditional contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. The time or the person in question will definitely expire and the money will become payable. For example, a contract to pay a sum of money on the destruction of premises by fire is a contingent contract, for that contingency may or may not happen. From this point of view, all contracts of insurance are contingent contracts. A contract to buy land which is under dispute made with a party to the dispute and to become operative if he wins a case is a contingent contract, its performance being wholly dependent upon the result of the litigation. A contingent contract failed because permission was required (environmental permission) from the authority concerned but was not granted. The necessity of such clearance was clearly anticipated in the contract as a prerequisite to its performance. The Supreme Court held that consequent restoration of the parties to the position in which they were before the contract was proper.

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Question: Mr. A offers to pay a sum of Rs. 50,000/- to any person who is successfully able to find his lost golden retriever.

From the aforementioned, determine the nature of the contract enumerated in the above-mentioned illustration.

- A) Contract becomes a contingent one when the golden retriever is found by any person
- B) Contract becomes a contingent one when the golden retriever is searched by any person
- C) Contract is not a contingent one as it may or may not have the ability to be fulfilled by any person.
- D) Contract is not a contingent contract ab initio

Q24. Read the passage and answer the questions that follow.

The expression contingent contracts is defined in Section 31 of the Indian Contract Act as a contract to do or not to do something if some event, collateral to such contract, does or does not happen. It is a sort of conditional contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. The time or the person in question will definitely expire and the money will become payable. For example, a contract to pay a sum of money on the destruction of premises by fire is a contingent contract, for that contingency may or may not happen. From this point of view, all contracts of insurance are contingent contracts. A contract to buy land which is under dispute made with a party to the dispute and to become operative if he wins a case is a contingent contract, its performance being wholly dependent upon the result of the litigation. A contingent contract failed because permission was required (environmental permission) from the authority concerned but was not granted. The necessity of such clearance was clearly anticipated in the contract as a prerequisite to its performance. The Supreme Court held that consequent restoration of the parties to the position in which they were before the contract was proper.

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Question: From the following, identify the contracts which are classified to be of the nature of being a contingent contracts under the Indian Contract Act, 1872.

- A) A contract to pay a sum of money in return for some labour
- B) An agreement for the sale of land with a condition that the sale deed would be executed after the seller obtained permission for the use of land as village land.
- C) A contract to pay a sum of money on the loss of a ship
- D) Both (a) and (c)

Q25. Read the passage and answer the questions that follow.

The expression contingent contracts is defined in Section 31 of the Indian Contract Act as a contract to do or not to do something if some event, collateral to such contract, does or does not happen. It is a sort of conditional contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. The time or the person in question will definitely expire and the money will become payable. For example, a contract to pay a sum of money on the destruction of premises by fire is a contingent contract, for that contingency may or may not happen. From this point of view, all contracts of insurance are contingent contracts. A contract to buy land which is under dispute made with a party to the dispute and to become operative if he wins a case is a contingent contract, its performance being wholly dependent upon the result of the litigation. A contingent contract failed because permission was required (environmental permission) from the authority concerned but was not granted. The necessity of such clearance was clearly anticipated in the contract as a prerequisite to its performance. The Supreme Court held that consequent restoration of the parties to the position in which they were before the contract was proper.

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Question: X is an insurance agent. Y is an individual who is around 45 years of age and wants to get his house insured. Y contacts X, and X tells Y that the insurance can be claimed if Y's house is damaged due to a fire from an electric short circuit. One night a few children enter Y's house to pluck flowers, and accidentally leave a tap in Y's garden open, which leads to the flooding of a part of Y's house. Y now wants to claim the insurance. Decide.

- A) The insurance can be claimed since Y's house was damaged
- B) The insurance cannot be claimed as there was no destruction due to fire
- C) The insurance can be claimed since the term of the contract was uncertain
- D) The insurance cannot be claimed as the loss occurred due to a tap of the house

Q26. Read the passage and answer the questions that follow.

The expression contingent contracts is defined in Section 31 of the Indian Contract Act as a contract to do or not to do something if some event, collateral to such contract, does or does not happen. It is a sort of conditional contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. The time or the person in question will definitely expire and the money will become payable. For example, a contract to pay a sum of money on the destruction of premises by fire is a contingent contract, for that contingency may or may not happen. From this point of view, all contracts of insurance are contingent contracts. A contract to buy land which is under dispute made with a party to the dispute and to become operative if he wins a case is a contingent contract, its performance being wholly dependent upon the result of the litigation. A contingent contract failed because permission was required (environmental permission) from the authority concerned but was not granted. The

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Question: Which of the following is correct about contingent contracts under the contract law?

- A) The failure of a contingent contract is due to the happening of an unanticipated event
- B) A contract will not be contingent where the happening or non-happening of the contingency depends upon the will of the party.
- C) The contract would not be enforceable where the event does not happen in the way contemplated by the contract.
- D) Where a valid contract has arisen but is liable to be defeated on the happening of some subsequent conditions, then it will be a contingent contract.

Q27. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic Tyre Co Ltd v New Garage & Motor Co Ltd*. A manufacturer of tires supplied a quantity of tires to a dealer on the condition that they would not be sold below the list prices and that liquidated damages, not penalty, of £5 would be payable for every tire sold in breach of the agreement. The dealer committed a breach. The question was whether the above sum was intended as a genuine compensation for the loss suffered. In the

case of *Lamdon Trust Ltd v Hurrell*, a car was purchased on hire-purchase terms, the total price payable by instalments being £558. The agreement provided that if the purchaser returned the car or if, on account of his default the seller retook it, the total sum, including the instalments already paid, of £ 425 must be paid. The purchaser paid up to £ 302 and then defaulted. The seller retook and resold it for £270, thus receiving a total sum of £572, which was more than the contract price. Even so, he brought an action to recover £ 122, being the difference between £425 and the installments paid. But his claim failed. The court rejected the sum as being a penalty and not a genuine pre-estimate of the probable damage. In arriving at this conclusion Denning LJ took into account these circumstances: The £425 is three-quarters of the total price. It is inserted by the hire-purchase companies by rule of thumb without regard to the make of car, its age, the market conditions or anything of the kind. It is the same for all.

There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: Identify the correct option for the following two statements of Assertion (A) and Reasoning (R).

Assertion (A): If the sum fixed by the parties for compensation in case of breach of contract is found to be a penalty, then the whole of it is recoverable.

Reasoning (R): Such a stipulation reflects good business sense and is advantageous to both parties.

- A) Both (A) and (R) are correct, and (R) is the correct explanation of (A)
- B) Both (A) and (R) are correct, but (R) is not the correct explanation of (A)
- C) (A) is correct, but (R) is incorrect
- D) (A) is incorrect, but (R) is correct

Q28. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic Tyre Co Ltd v New Garage & Motor Co Ltd*. A manufacturer of tires supplied a quantity

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There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: Which of the following has been considered by the courts in order to interpret whether compensation is liquidated damages or a penalty?

- A) The essence of a penalty is a genuine covenant of pre-estimate of damage
- B) The essence of liquidated damages is a payment of money stipulated by the offending party
- C) The question to decide whether a sum is a penalty or liquidated damages is a question of construction
- D) Both (a) and (b)

Q29. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic*

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There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: From the following, identify the instances in which compensation is considered as a penalty and not liquidated damages in a contract.

(1) If the sum stipulated for is conscionable in an amount in comparison with the greatest loss

(2) If the sum stipulated is greater than the sum which ought to have been paid

(3) If the sum is payable in a single lump sum on the occurrence of one or more of several events

A) (1) only

B) (2) & (3) only

C) (1) & (3) only

D) (1), (2) & (3)

Q30. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic Tyre Co Ltd v New Garage & Motor Co Ltd*. A manufacturer of tires supplied a quantity of tires to a dealer on the condition that they would not be sold below the list prices and that liquidated damages, not penalty, of £5 would be payable for every tire sold in breach of the agreement. The dealer committed a breach. The question was whether the above sum was intended as a genuine compensation for the loss suffered. In the case of *Lamdon Trust Ltd v Hurrell*, a car was purchased on hire-purchase terms, the total price payable by instalments being £558. The agreement provided that if the purchaser returned the car or if, on account of his default the seller retook it, the total sum, including the instalments already paid, of £ 425 must be paid. The purchaser paid up to £ 302 and then defaulted. The seller retook and resold it for £270, thus receiving a total sum of £572, which was more than the contract price. Even so, he brought an action to recover £ 122, being the difference between £425 and the installments paid. But his claim failed. The court rejected the sum as being a penalty and not a genuine pre-estimate of the probable damage. In arriving at this conclusion Denning LJ took into account these circumstances: The £425 is three-quarters of the total price. It is inserted by the hire-purchase companies by rule of thumb without regard to the make of car, its age, the market conditions or anything of the kind. It is the same for all.

There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: A contract for the delivery and erection of certain machinery provided that the contractor would have to pay Rs. 20 as a penalty for each day of default. The contractor delayed the completion of the work by thirty weeks. According to the contract, his liability was Rs. 600, but the purchasers claimed Rs. 5850 as the actual loss suffered by them by reason of the delay.

As a court of competent jurisdiction, what among the following would be the observation in the above-mentioned case?

- A) Amount claimed by the purchasers is considered as a penalty
- B) Amount claimed by the purchasers has liquidated damages and are pre-estimate of actual loss

- C) The purchasers cannot be permitted to claim an amount of Rs. 5850 as compensation, even though actual damage would be more than Rs. 20 for each day.
- D) Both (a) and (c)

Q31. Read the passage and answer the questions that follow.

The parties to a contract may determine beforehand the amount of compensation payable in the event of a breach. According to English law, a sum so fixed may fall in any of the following two categories, namely, (1) Liquidated damages, or (2) Penalty. A sum less than the amount of probable damage are regarded as liquidated damages. The whole of such a sum is recoverable. A well-known illustration is *Dunlop Pneumatic Tyre Co Ltd v New Garage & Motor Co Ltd*. A manufacturer of tires supplied a quantity of tires to a dealer on the condition that they would not be sold below the list prices and that liquidated damages, not penalty, of £5 would be payable for every tire sold in breach of the agreement. The dealer committed a breach. The question was whether the above sum was intended as a genuine compensation for the loss suffered. In the case of *Lamdon Trust Ltd v Hurrell*, a car was purchased on hire-purchase terms, the total price payable by instalments being £558. The agreement provided that if the purchaser returned the car or if, on account of his default the seller retook it, the total sum, including the instalments already paid, of £ 425 must be paid. The purchaser paid up to £ 302 and then defaulted. The seller retook and resold it for £270, thus receiving a total sum of £572, which was more than the contract price. Even so, he brought an action to recover £ 122, being the difference between £425 and the installments paid. But his claim failed. The court rejected the sum as being a penalty and not a genuine pre-estimate of the probable damage. In arriving at this conclusion Denning LJ took into account these circumstances: The £425 is three-quarters of the total price. It is inserted by the hire-purchase companies by rule of thumb without regard to the make of car, its age, the market conditions or anything of the kind. It is the same for all.

There is no difference between a penalty for non-payment of money due under a contract and a penalty for the non-performance of some other obligation and, furthermore, there is no distinction between a penalty that requires the payment of money and a penalty which requires the transfer of property.

Question: As per the author, which of the following is usually followed by the courts in India while awarding compensation in case of breach of contract?

- A) The Courts have the discretion to order damages beyond the sum mentioned in the contract after ascertaining the damage suffered.

- B) The distinction between liquidated damages and penalty as compensation has to be enumerated by the Courts while awarding compensation.
- C) The Courts does not have the discretion to reduce the amount mentioned in the contract as compensation.
- D) The Courts have the liberty to knock down agreements that are unconscionable and extravagant.

Q32. Read the passage and answer the questions that follow.

Contract of Guarantee is a specific performance contract. It is called specific performance because it is an equitable relief. This is not the usual legal remedy where compensation for damages is adequate. Damages and specific performance are both remedies available upon breach of obligations by a party to the contract; the former is a 'substitutional remedy', and the latter a 'specific remedy'. The law prescribes that in an event where the actual damage for not performing the contract cannot be measured or monetary compensation is not adequate, one party can ask the court to direct the other party to fulfill the requirements of the contract. Contract of Guarantee is a Specific performance because the remedy is not the damages awarded by the court. The party has to fulfill its obligation under the contract i.e. perform a certain action he promised to do, instead of just paying money for his failure to fulfill obligations under the contract. It is the guarantor who commits to pay in case of default by the person for whom he has guaranteed. The nature of relief is of specific nature since the guarantor has to perform the specific obligation, which he had undertaken under the agreement i.e. pay the assured.

The person who gives the guarantee is called the "Surety"; the person in respect of whose default the guarantee is given is called the "Principal Debtor", and the person to whom the guarantee is given is called the "Creditor". A guarantee may be either oral or written. The purpose of the contract of guarantee is that it enables a person to get a loan or goods on credit or employment. Some person comes forward and ensures the lender or the supplier or the employer that he may be trusted and in case of any untoward incident, "I undertake to be responsible". The person who gives the guarantee is called the Surety, the person in respect of whose default the guarantee is given is called the Principal Debtor and the person to whom the guarantee is given is called the Creditor. There must be a conditional promise to be liable for the default of the principal debtor. A liability that is incurred independently of default is not within the definition of a guarantee.

Question: Mr. A guarantees Mr. B for making purchases from Mr. C to an extent of Rs. 10,000/-. After one month, Mr. A revokes his guarantee by giving notice to Mr.

C about his revocation. Determine the liability of Mr. A as a surety in the above-mentioned transaction.

- A) Mr. A has no liability of being a surety as he has revoked his guarantee and also gave prior notice of the same to Mr. C.
- B) Mr. A is liable as a surety till the point he revoked his guarantee.
- C) Mr. A has full liability as a surety as he promised to provide a guarantee to all the liabilities of Mr. B at the time of entering into the contract of guarantee.
- D) Mr. A has full liability as revocation by the surety is invalid in the contract of guarantee for a particular transaction.

Q33. Read the passage and answer the question that follow.

Contract of Guarantee is a specific performance contract. It is called specific performance because it is an equitable relief. This is not the usual legal remedy where compensation for damages is adequate. Damages and specific performance are both remedies available upon breach of obligations by a party to the contract; the former is a 'substitutional remedy', and the latter a 'specific remedy'. The law prescribes that in an event where the actual damage for not performing the contract cannot be measured or monetary compensation is not adequate, one party can ask the court to direct the other party to fulfill the requirements of the contract. Contract of Guarantee is a Specific performance because the remedy is not the damages awarded by the court. The party has to fulfill its obligation under the contract i.e. perform a certain action he promised to do, instead of just paying money for his failure to fulfill obligations under the contract. It is the guarantor who commits to pay in case of default by the person for whom he has guaranteed. The nature of relief is of specific nature since the guarantor has to perform the specific obligation, which he had undertaken under the agreement i.e. pay the assured.

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debtor. A liability that is incurred independently of default is not within the definition of a guarantee.

Question: Which of the following is not true for the liability of a surety in a contract of guarantee under the law of contracts?

- A) A continuing guarantee for all future transactions is terminated on the death of the surety.
- B) The surety is discharged when the original contract is altered, with or without his consent.
- C) The liability of the surety is terminated if there is any contract between the principal debtor and the creditor which releases the principal debtor.
- D) Where there is an arrangement between the principal debtor and the creditor, where the creditor undertakes not to sue the principal debtor absolves the liability of the surety.

Hence option 2 is correct.

Q34. Read the passage and answer the question that follow.

Contract of Guarantee is a specific performance contract. It is called specific performance because it is an equitable relief. This is not the usual legal remedy where compensation for damages is adequate. Damages and specific performance are both remedies available upon breach of obligations by a party to the contract; the former is a 'substitutional remedy', and the latter a 'specific remedy'. The law prescribes that in an event where the actual damage for not performing the contract cannot be measured or monetary compensation is not adequate, one party can ask the court to direct the other party to fulfill the requirements of the contract. Contract of Guarantee is a Specific performance because the remedy is not the damages awarded by the court. The party has to fulfill its obligation under the contract i.e. perform a certain action he promised to do, instead of just paying money for his failure to fulfill obligations under the contract. It is the guarantor who commits to pay in case of default by the person for whom he has guaranteed. The nature of relief is of specific nature since the guarantor has to perform the specific obligation, which he had undertaken under the agreement i.e. pay the assured.

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lender or the supplier or the employer that he may be trusted and in case of any untoward incident, "I undertake to be responsible". The person who gives the guarantee is called the Surety, the person in respect of whose default the guarantee is given is called the Principal Debtor and the person to whom the guarantee is given is called the Creditor. There must be a conditional promise to be liable for the default of the principal debtor. A liability that is incurred independently of default is not within the definition of a guarantee.

Question: Which of the following rights is available to the surety when he fulfills his obligation as a surety and takes the place of the creditor under the law of contracts?

- A) Right of Indemnity
- B) Right of Subrogation
- C) Right of Contribution
- D) Right of Set off

Q35. Read the passage and answer the questions that follow.

Contract of Guarantee is a specific performance contract. It is called specific performance because it is an equitable relief. This is not the usual legal remedy where compensation for damages is adequate. Damages and specific performance are both remedies available upon breach of obligations by a party to the contract; the former is a 'substitutional remedy', and the latter a 'specific remedy'. The law prescribes that in an event where the actual damage for not performing the contract cannot be measured or monetary compensation is not adequate, one party can ask the court to direct the other party to fulfill the requirements of the contract. Contract of Guarantee is a Specific performance because the remedy is not the damages awarded by the court. The party has to fulfill its obligation under the contract i.e. perform a certain action he promised to do, instead of just paying money for his failure to fulfill obligations under the contract. It is the guarantor who commits to pay in case of default by the person for whom he has guaranteed. The nature of relief is of specific nature since the guarantor has to perform the specific obligation, which he had undertaken under the agreement i.e. pay the assured.

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loan or goods on credit or employment. Some person comes forward and ensures the lender or the supplier or the employer that he may be trusted and in case of any untoward incident, "I undertake to be responsible". The person who gives the guarantee is called the Surety, the person in respect of whose default the guarantee is given is called the Principal Debtor and the person to whom the guarantee is given is called the Creditor. There must be a conditional promise to be liable for the default of the principal debtor. A liability that is incurred independently of default is not within the definition of a guarantee.

Question: A surety can be discharged of his liability if there is any composition between the creditor and the principal debtor. By which of the following options can the composition between the principal debtor and the creditor be made under the law of contracts?

- A) Where the creditor has agreed to give some time to pay off the debt by keeping surety into consideration.
- B) Where the creditor enters into an agreement to give time with a third party.
- C) Where the creditor agrees not to sue the principal debtor in the event of default
- D) Where there is forbearance not to sue by the creditor and the surety assents to such an agreement.

Q36. Read the given passage and answer the following questions

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

If the event that is alleged to have prevented performance under the contract, such as an epidemic, is specifically mentioned in the force majeure clause and the event occurs, then the affected parties may be relieved from performance.

Even if such an event is not specifically mentioned in the force majeure clause, many force majeure clauses contain a catch-all phrase that is in addition to the specifically mentioned events. A catch-all phrase would have similar language to including, but not limited to or any cause/ event outside the reasonable control of the parties. Although such catch-all language is construed ejusdem generis, depending on the width of the language of the catch-all phrase, it could be argued that an epidemic/ pandemic like Covid-19 falls within the ambit of the force majeure clause. Even otherwise (i.e. even in the absence of such catch-all language), if 'Vis Major'/ 'Act of God' has been specifically

included as a force majeure event, it can be contended that an epidemic like Covid-19 is an 'Act of God'. The Indian Contract Act, of 1872 contains two provisions that are relevant to Force Majeure and Act of God. Section 32 of the Act deals with contingent contracts and inter alia provides that if a contract is based on the happening of a future event and such event becomes impossible, the contract becomes void. Section 56 of the Act deals with the frustration of a contract and provides that a contract becomes void inter alia if it becomes impossible, by reason of an event that a promisor could not prevent after the contract is made.

In a line of decisions starting from *Satyabrata Ghosh v. Mugneeram Bangur* to *Energy Watchdog v. CERC*, the Supreme Court has held that when a force majeure event is relatable to a clause (express or implied) in a contract, it is governed by Section 32 of the Act whereas if a force majeure event occurs dehors the contract, Section 56 of the Act applies.

Question: All acts of God are force majeure but all force majeure are not acts of God. The following statement is

- A) Incorrect, as all force majeure is covered under the term acts of god
- B) Correct, Force majeure is a wider term
- C) Incorrect, they both overlap in certain cases but cannot be said that all acts of god are force majeure
- D) Cannot be verified as the law is not settled on this point yet

Q37. Read the given passage and answer the following questions

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

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Question: After reading the passage carefully, what do you understand by the catch-all phrase?

- A) A catch-all phrase means a force majeure clause
- B) A catch-all phrase is where the parties have the choice to catch what all clauses to be added
- C) A catch-all phrase means if something is left but is of the same category then it is also presumed to be part of a force majeure phrase
- D) All of the above

Q38. Read the given passage and answer the following questions

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

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Question: Karman hired musicians for his marriage party but the banquet hall where the function was supposed to happen caught fire one day before the marriage. Whether in such a situation contract is deemed to be discharged?

- A) The contract is deemed to performed and hence validly discharged
- B) The contract is dependent upon personal skill and such contracts are governed by the principle of privities
- C) The contract is frustrated by a supervening event and hence deemed to be discharged
- D) Contract is invalid

Q39. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a

view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

Acceptance is an expression by the offeree of his willingness to be bound by the terms of the offer. This results in the establishment of legal relations between the offeror and offeree. Section 2(b) of the Indian Contract Act defines the term 'acceptance' as when the person to whom the proposal is made signs his assent thereto, the proposal is said to be accepted. A proposal when accepted becomes a promise. An offer can be accepted only by the person or persons to whom it is made. An offer made to a particular person (specific offer) can be accepted only by him and none else. You know that an offer may be either express or implied. Similarly, the acceptance may also be either expressed or implied. When the acceptance is given by words spoken or written, it is called an 'express acceptance'. For example, A offers to sell his book to B for Rs. 20. B may accept this offer by stating so orally or by writing a letter to A. Acceptance may also be implied by conduct. For example, A offers a reward of Rs. 100 to anyone who traces his lost dog. B, who was aware of this offer, finds the dog, he is entitled to the reward as he accepted the offer by doing the required act.

Question: Company ABC, which runs a bus service stops at a nearby bus stop without expressly offering the passengers to board the bus, then:

- A) Company ABC has made an implied offer to passengers standing at the bus stop
- B) Company ABC has made an express offer to passengers standing at the bus stop
- C) The passengers standing at the bus stop would have to make an offer to the Company
- D) The Company or the passengers cannot make an offer in this situation

Q40. Read the given passage and answer the following questions

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

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Question: X hired a crane to watch Arijit Singh's live concert from outside the ground as all the tickets were sold out. Later due to bad weather conditions the concert was postponed. This is an example of

- A) Contingency of Contract
- B) Act of God
- C) Frustration of Contract
- D) None of the above

Q41. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

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Question: Rajat makes an offer to Rohit, to sell his car at Rs. 10 Lakhs, however, Rohit replies that he is willing to buy the car at Rs. 7 Lakhs, then:

- A) The existing offer of Rajat would still be applicable
- B) The existing offer of Rajat would lapse
- C) Rajat would be bound to accept the offer of Rs. 7 lakhs as he had already made an offer
- D) Rohit would be entitled to claim damages from Rohit for breach of Contract

Q42. Read the passage and answer the question that follow.

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Question: Aman Runs a shop in Delhi that sells antique showpieces, then act of displaying showpieces on the Display Board would be:

- A) Considered as an implied offer
- B) Would be considered as an invitation to offer
- C) Would be Considered as an express offer
- D) Would be considered as Acceptance to the offer made by the customers

Q43. Read the given passage and answer the following question

Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.

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Question: When a contract is frustrated, it is considered as-

- A) Voidable Contract
- B) Void Contract
- C) Illegal Contract
- D) Invalid Contract

Q44. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know

how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

Acceptance is an expression by the offeree of his willingness to be bound by the terms of the offer. This results in the establishment of legal relations between the offeror and offeree. Section 2(b) of the Indian Contract Act defines the term 'acceptance' as when the person to whom the proposal is made signs his assent thereto, the proposal is said to be accepted. A proposal when accepted becomes a promise. An offer can be accepted only by the person or persons to whom it is made. An offer made to a particular person (specific offer) can be accepted only by him and none else. You know that an offer may be either express or implied. Similarly, the acceptance may also be either expressed or implied. When the acceptance is given by words spoken or written, it is called an 'express acceptance'. For example, A offers to sell his book to B for Rs. 20. B may accept this offer by stating so orally or by writing a letter to A. Acceptance may also be implied by conduct. For example, A offers a reward of Rs. 100 to anyone who traces his lost dog. B, who was aware of this offer, finds the dog, he is entitled to the reward as he accepted the offer by doing the required act.

Question: Which of the following cannot be considered as a general offer?

- A) A makes a public advertisement to sell his car
- B) ABC Company distributes pamphlets for hiring employees
- C) A writes a letter to B making an offer to sell his car
- D) Company ABC displays a commercial on TV to sell their product

Q45. Read the passage and answer the question that follow.

An offer is also called proposal'. The words 'proposal' and 'offer' are synonymous and are used interchangeably. Section 2(a) defines the term 'proposal' as follows: When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal. An offer can be made by any act which has the effect of communicating it to the other. An offer may either be an 'express offer' or an 'implied offer'. According to law, an offer can be accepted only by the person to whom it is made. Hence, we must know how to identify the person to whom the offer has been made. From this point of view, an offer may be 'specific' or 'general'.

Acceptance is an expression by the offeree of his willingness to be bound by the terms of the offer. This results in the establishment of legal relations between the offeror and offeree. Section 2(b) of the Indian Contract Act defines the term 'acceptance' as when

the person to whom the proposal is made signs his assent thereto, the proposal is said to be accepted. A proposal when accepted becomes a promise. An offer can be accepted only by the person or persons to whom it is made. An offer made to a particular person (specific offer) can be accepted only by him and none else. You know that an offer may be either express or implied. Similarly, the acceptance may also be either expressed or implied. When the acceptance is given by words spoken or written, it is called an 'express acceptance'. For example, A offers to sell his book to B for Rs. 20. B may accept this offer by stating so orally or by writing a letter to A. Acceptance may also be implied by conduct. For example, A offers a reward of Rs. 100 to anyone who traces his lost dog. B, who was aware of this offer, finds the dog, he is entitled to the reward as he accepted the offer by doing the required act.

Question: A invites B to his Birthday party, and B accepts it, however, B does not attend the party, and subsequently, B sues for breach of contract, then:

- A) A would be entitled to receive damages from B as he had made a valid offer
- B) A would not be entitled to receive damages as he did not make a valid offer
- C) A would be entitled to receive damages only if he has suffered actual loss
- D) B would be liable to officially revoke the offer

Q46. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws out further clarification of this concept by stating that if one party has failed to carry out or deterred itself from executing its commitment in its entirety, the other party may terminate the contract unless that other party has explicitly or impliedly consented to the continuation of the contract. The ramification of breach or repudiation of the contract is elucidated under sections 73- 75 of the Indian Contract Act. Generally, the breach of contract is broadly classified under 4 categories: Minor breach, Material breach, Actual breach and Anticipatory breach of contract. This article will scrutinise and uncoil the concepts and consequences of actual and anticipatory breach of contract. Anticipatory breach of contract is the failure of either of the parties to conduct their part of the contract prior to the actual due date of the performance of the contract. In simple essence, an anticipatory breach of the contract refers to the lack or absence of intention of either of the parties to fulfill his obligations under the terms of the contract.

In the case of Food Corporation vs J.P Kesharwani, it was held by the Supreme Court that if one party made unilateral changes without intimation of the other side and then terminated the contract, this amounted to a breach (repudiation). It may also be clearly argued that any type of contract can be deemed to be breached if the party is reluctant or refuses to comply with their respective promises of the contract regardless of when the performance is scheduled to occur. Such unconditional denial or refusal is known as a repudiation to enter into a contract. Furthermore, the court observed, with regard to Jhawaharlal Wadhwa and Anr. v. HaripadaChakraborty, that “it is settled law that where a party to a contract commits anticipated violation of the contract, the other party of the contract can treat the violation as an end and claim for damages but, in that case, cannot demand specific performance.”

Question: Which of the following elements constitute an anticipatory breach of contract under the provisions of the ICA, 1872?

- A) The non-breaching party may suspend its performance when an expression of doubts indicates a prospective failure to fulfill the contract.
- B) The defaulting party denies the other party along with some conditions
- C) Where there are involuntary actions of the defaulting party which prevent him from fulfilling the contractual obligations.
- D) Only (c)

Q47. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws out further clarification of this concept by stating that if one party has failed to carry out or deterred itself from executing its commitment in its entirety, the other party may terminate the contract unless that other party has explicitly or impliedly consented to the continuation of the contract. The ramification of breach or repudiation of the contract is elucidated under sections 73- 75 of the Indian Contract Act. Generally, the breach of contract is broadly classified under 4 categories: Minor breach, Material breach, Actual breach and Anticipatory breach of contract. This article will scrutinise and uncoil the concepts and consequences of actual and anticipatory breach of contract. Anticipatory breach of contract is the failure of either of the parties to conduct their part of the contract prior to the actual due date of the performance of the contract. In simple

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Question: Which of the following factors are considered necessary for the determination of an anticipatory breach of contract?

- A) Where the refusal of the fulfillment of the contractual obligations is equivocal.
- B) Where the performance of the contractual obligation is not central to the contract and the party has expressly refused his performance.
- C) Where the repudiation of the contract is conditional on the occurrence of certain events.
- D) Where there has been sufficient refusal to fulfill the contractual obligation.

Q48. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws out further clarification of this concept by stating that if one party has failed to carry out or deterred itself from executing its commitment in its entirety, the other party may terminate the contract unless that other party has explicitly or impliedly consented to the continuation of the contract. The ramification of breach or repudiation of the contract is elucidated under sections 73- 75 of the Indian Contract Act. Generally, the breach of contract is broadly classified under 4 categories: Minor breach, Material breach, Actual breach and Anticipatory breach of contract. This article will scrutinise and uncoil the concepts and consequences of actual and anticipatory breach of contract. Anticipatory

breach of contract is the failure of either of the parties to conduct their part of the contract prior to the actual due date of the performance of the contract. In simple essence, an anticipatory breach of the contract refers to the lack or absence of intention of either of the parties to fulfill his obligations under the terms of the contract.

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Question: From the following, identify the plausible remedies that are available to the aggrieved party in the event of an anticipatory breach of contract.

- (1) When the contract's subject matter is the principal source of contention, then a particular performance of the contract would be imposed.
- (2) Repayment of money or property to the aggrieved party that was earlier paid to the erring party.
- (3) Monetary damages for the whole of the loss incurred by the aggrieved party due to the anticipatory breach of contract.

- A) (3) only
- B) (1), (2), and (3)
- C) (1) and (2) only
- D) (1) and (3) only

Q49. Read the passage and answer the question that follow.

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Question: Identify the correct option for the following two statements of Assertion (A) and Reasoning (R).

Assertion (A): In the event of a breach of contract, the defaulting party may express their willingness to proceed in the performance of the contract.

Reasoning (R): The decision of permitting the defaulting party to execute the contract would depend on the fact, whether time was the crux of the contract.

- A) Both (A) and (R) are correct; and (R) is the correct explanation of (A)
- B) Both (A) and (R) are correct; but (R) is not the correct explanation of (A)
- C) (A) is correct, but (R) is incorrect
- D) (A) is incorrect, but (R) is correct

Q50. Read the passage and answer the question that follow.

Section 37 of the Indian Contract Act, 1872 explicitly defines that the parties to the contract are obliged to carry out or offer to perform their respective commitments or promises under the contract unless they are exempted or excused under the terms of the Indian Contract Act or any other statute. Section 39 of the Indian Contract Act draws out further clarification of this concept by stating that if one party has failed to carry out or deterred itself from executing its commitment in its entirety, the other party may terminate the contract unless that other party has explicitly or impliedly consented to the continuation of the contract. The ramification of breach or repudiation of the contract is elucidated under sections 73- 75 of the Indian Contract Act. Generally, the breach of contract is broadly classified under 4 categories: Minor breach, Material breach, Actual breach and Anticipatory breach of contract. This article will scrutinise and uncoil the concepts and consequences of actual and anticipatory breach of contract. Anticipatory breach of contract is the failure of either of the parties to conduct their part of the contract prior to the actual due date of the performance of the contract. In simple essence, an anticipatory breach of the contract refers to the lack or absence of intention of either of the parties to fulfill his obligations under the terms of the contract.

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Question: From the following features, identify the remedy available to the aggrieved party in the event of an actual breach of contract under the law of contracts.

- (1) Where a contract was partially executed by one party and the same has been terminated by a breach of contract by the other party.
 - (2) This right is founded on an implied promise by the other party.
- A) Suit for Quid Pro Quo
- B) Suit for Injunction

C) Suit for Specific Performance

D) Suit for Quantum Meruit

Q51. Read the passage and answer the question that follow.

Breach of contract is nothing but a failure to live up to the terms of a contract. In essence, a breach may be actual or anticipatory. An actual breach is one in which there is actual non-performance of the contractual obligations. Section 39 of the Indian Contract Act, 1872 has laid out anticipatory as one where a party has refused to perform or disabled himself from performing the contractual obligations, i.e., repudiation.

Straight off the bat, there lie three challenges in front of the parties. First is the challenge for the aggrieved party to prove that there has been a legal breach of contract and for the other party to prove otherwise. Section 39 of the Act states that anticipatory breach does not stand if the aggrieved party has signified acquiescence, i.e., acceptance, of the continuance of such contract even with the repudiation. Hence the second challenge becomes one for the other party, to prove that there had been such acquiescence. The third challenge is one for the aggrieved party. They need to prove that there has been a repudiation. Every deviation or departure from the terms of the contract would not be a repudiation. A repudiation would need an intentional denial to fulfill contractual obligations.

Essentially there are three kinds of remedies for breach of contract, namely, Damages, Specific Performance and Injunction. The availability of all of these remedies is subjective; however. In the case of anticipatory breach, such remedies are only available once the repudiation has been accepted and treated as an immediate breach of contract. Herein lies quite a challenge for the parties as to the incidence of breach of contract. In cases of a continuous breach where there are repeated breaches or acts of repudiation, it becomes quite a challenge to point out the incident from which damages shall be computed.

Section 73 of the Act provides for compensation in terms of damages arising due to a breach of contract. As per this section, compensation would be awarded only for the loss in the regular course of business or such loss which the parties knew would likely occur because of such breach. Here the challenge lies in proving actual loss or damage suffered as only such loss can be recovered and remote or indirect loss or damages are specifically excluded from the purview of this section. Further, Section 74 of the Act provides for liquidated damages. Where the contract specifically states the sum to be paid in case of a breach, or provides for a stipulation by the way of a penalty then the aggrieved party is entitled to reasonable compensation not exceeding the amount or,

the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: Which of the following statements is correct as per the provisions of the Indian Contract Act, 1872?

- A) An aggrieved party can only claim only the direct damages which arise due to the breach of contract
- B) An aggrieved party can claim directly as well as remote damages that arise due to the breach of contract
- C) An aggrieved party cannot claim damages for breach of contract
- D) An aggrieved party can only file a criminal complaint about breach of contract

Q52. Read the given passage and answer the following question

In Mercantile law, the term 'consideration' is used in the sense of quid pro quo which in turn means 'something in return'. This 'something' may be some benefit, right, interest, or profit that may accrue to one party or it may be some forbearance, detriment, loss, or responsibility upon the other party. This explanation of consideration was given in a very popular English case of Currie v. Misa. Another simple and good description of 'consideration' is available in Sir Pollock's definition. In his book 'Pollock on Contracts', he says, Consideration is the price for which the promise of the other is bought, and the promise thus given for value is enforceable .

Section 2(d) of the Indian Contract Act defines consideration as when at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing something, such act or abstinence or promise is called a consideration for the promise. Consideration must move at the desire of the promisor; To make a contract binding and enforceable, it is not sufficient that there is a consideration but also that consideration has been supplied at the desire of the promisor. Thus, where an act is done at the desire of a third party and not the promisor, that act cannot constitute valid consideration.

Question: Ashish verbally promised the Secretary of the City Health Club to subscribe to Rs.50,000 for the rebuilding of the maternity ward of City Civil Hospital. Later, he declined to pay the said amount. Decide.

- A) Ashish committed a breach of contract, hence he must pay compensation

B) Ashish will be mandatorily made to pay the promised amount by way of Specific Relief of Act

C) Ashish is not bound by his promise

D) Only (b)

Q53. Read the passage and answer the question that follow.

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paid in case of a breach, or provides for a stipulation by the way of a penalty then the aggrieved party is entitled to reasonable compensation not exceeding the amount or, the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: A books a car from a car dealership, and makes the advance payment for it also, however later on the car dealership refuses to deliver the car to him, and A files a suit for specific performance of the Contract. Decide the liability of the car dealership.

- A) The car dealership would be obligated to perform the contract
- B) The car dealership would only be liable to pay damages for the loss incurred to A
- C) The car dealership would have to perform Contract as well as pay damages to A
- D) A would not be entitled to any remedy or relief

Q54. Read the given passage and answer the following question

In Mercantile law, the term 'consideration' is used in the sense of quid pro quo which in turn means 'something in return'. This 'something' may be some benefit, right, interest, or profit that may accrue to one party or it may be some forbearance, detriment, loss, or responsibility upon the other party. This explanation of consideration was given in a very popular English case of Currie v. Misa. Another simple and good description of 'consideration' is available in Sir Pollock's definition. In his book 'Pollock on Contracts', he says, Consideration is the price for which the promise of the other is bought, and the promise thus given for value is enforceable .

Section 2(d) of the Indian Contract Act defines consideration as when at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing something, such act or abstinence or promise is called a consideration for the promise. Consideration must move at the desire of the promisor; To make a contract binding and enforceable, it is not sufficient that there is a consideration but also that consideration has been supplied at the desire of the promisor. Thus, where an act is done at the desire of a third party and not the promisor, that act cannot constitute valid consideration.

Question: Rohit had agreed to subscribe Rs. 10,000 towards the construction of a community hall in the city. On the faith of the promise, the Manager called for plans and entrusted the work to contractors and undertook liability to pay them. Later Rohit refused to pay. Decide

- A) Rohit committed a breach of social obligation only, he cannot be forced to pay any compensation
- B) Rohit will be mandatorily made to pay the promised amount by way of Specific Relief of Act
- C) Rohit is not bound by his promise and must pay the promised amount
- D) Rohit is bound to pay the promised amount as the manager delegated the work further on the basis of his promise

Q55. Read the given passage and answer the following question

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Question: Dikshit constructed a shopping complex at the instance of the Mayor of the city. The occupants of the shops in the said shopping complex promised to pay Dikshit a fixed amount of commission on articles sold through their shops. The Shop owners later refused to pay any amount to Dikshit, he filed a suit against the shop owners for breach of contract. Decide

- A) The Mayor of the city must pay Dikshit from his own pocket
- B) The Mayor of the city must pay Dikshit from the government funds
- C) Shop owners must pay Dikshit

D) Nobody is under obligation to pay any money to Dikshit

Q56. Read the passage and answer the question that follow.

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Question: Raju asks a cab company to take him to Delhi on 12.01.2022, however, the company refuses to take him to Delhi on that particular day, and Raju rents a private plane to Delhi and books a 5-star hotel for his stay in Delhi, and subsequently sues the company to claim the expenses. Decide the liability of the cab company.

- A) The Cab Company would be liable to pay all the expenses incurred by Raju
- B) The Cab Company would only be liable to pay reasonable expenses in line with the fare of the cab company
- C) The Cab Company would only be liable to pay the travel expenses incurred due to the private plane
- D) The Cab Company would not be liable to pay any expenses to Raju

Q57. Read the given passage and answer the following question

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Question: X, a minor, was given the benefit of certain services by the plaintiff. The plaintiff rendered those services, not voluntarily but at the desire of X. These services were continued even after the majority at the request of X who subsequently promised to pay an annuity to the plaintiff.

- A) A transaction is a valid contract involving past consideration

- B) The transaction is known as an executory contract
- C) The transaction is known as a contingent contract
- D) The transaction is known as a contract of indemnity

Q58. Read the given passage and answer the following question

In Mercantile law, the term 'consideration' is used in the sense of quid pro quo which in turn means 'something in return'. This 'something' may be some benefit, right, interest, or profit that may accrue to one party or it may be some forbearance, detriment, loss, or responsibility upon the other party. This explanation of consideration was given in a very popular English case of Currie v. Misa. Another simple and good description of 'consideration' is available in Sir Pollock's definition. In his book 'Pollock on Contracts', he says, Consideration is the price for which the promise of the other is bought, and the promise thus given for value is enforceable .

Section 2(d) of the Indian Contract Act defines consideration as when at the desire of the promisor, the promisee or any other person has done or abstained from doing, or does or abstains from doing, or promises to do or to abstain from doing something, such act or abstinence or promise is called a consideration for the promise. Consideration must move at the desire of the promisor; To make a contract binding and enforceable, it is not sufficient that there is a consideration but also that consideration has been supplied at the desire of the promisor. Thus, where an act is done at the desire of a third party and not the promisor, that act cannot constitute valid consideration.

Question: Sikander promises to pay an existing debt punctually if Bakhtawar, the creditor, gives him, some discount. The discount is-

- A) Valid consideration
- B) Not valid consideration
- C) Valid but inadequate consideration
- D) (a) and (c)

Q59. Read the passage and answer the question that follow.

Breach of contract is nothing but a failure to live up to the terms of a contract. In essence, a breach may be actual or anticipatory. An actual breach is one in which there is actual non-performance of the contractual obligations. Section 39 of the Indian

Contract Act, 1872 has laid out anticipatory as one where a party has refused to perform or disabled himself from performing the contractual obligations, i.e., repudiation.

Straight off the bat, there lie three challenges in front of the parties. First is the challenge for the aggrieved party to prove that there has been a legal breach of contract and for the other party to prove otherwise. Section 39 of the Act states that anticipatory breach does not stand if the aggrieved party has signified acquiescence, i.e., acceptance, of the continuance of such contract even with the repudiation. Hence the second challenge becomes one for the other party, to prove that there had been such acquiescence. The third challenge is one for the aggrieved party. They need to prove that there has been a repudiation. Every deviation or departure from the terms of the contract would not be a repudiation. A repudiation would need an intentional denial to fulfill contractual obligations.

Essentially there are three kinds of remedies for breach of contract, namely, Damages, Specific Performance and Injunction. The availability of all of these remedies is subjective; however. In the case of anticipatory breach, such remedies are only available once the repudiation has been accepted and treated as an immediate breach of contract. Herein lies quite a challenge for the parties as to the incidence of breach of contract. In cases of a continuous breach where there are repeated breaches or acts of repudiation, it becomes quite a challenge to point out the incident from which damages shall be computed.

Section 73 of the Act provides for compensation in terms of damages arising due to a breach of contract. As per this section, compensation would be awarded only for the loss in the regular course of business or such loss which the parties knew would likely occur because of such breach. Here the challenge lies in proving actual loss or damage suffered as only such loss can be recovered and remote or indirect loss or damages are specifically excluded from the purview of this section. Further, Section 74 of the Act provides for liquidated damages. Where the contract specifically states the sum to be paid in case of a breach, or provides for a stipulation by the way of a penalty then the aggrieved party is entitled to reasonable compensation not exceeding the amount or, the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: Rajat gives his antique watch for repair which was passed over from generation to generation as a family heirloom to Mohit, however later on Mohit refuses to give it back to Rajat and offers him to collect double the value of the watch. Decide the liability in this scenario.

A) Rajat would be obligated to collect the price offered by Mohit

- B) Rajat can claim damages for breach of Contract
- C) Rajat can claim specific performance of the contract
- D) Rajat has no remedy available

Q60. Read the given passage and answer the following question

Breach of contract is nothing but a failure to live up to the terms of a contract. In essence, a breach may be actual or anticipatory. An actual breach is one in which there is actual non-performance of the contractual obligations. Section 39 of the Indian Contract Act, 1872 has laid out anticipatory as one where a party has refused to perform or disabled himself from performing the contractual obligations, i.e., repudiation.

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aggrieved party is entitled to reasonable compensation not exceeding the amount or, the penalty, stipulated for in the contract. Further proof of actual loss or damage is not a condition precedent for awarding such compensation.

Question: A and B enter into a contract that A would sell his land to B only if he does not construct a building on the land, however, after buying the land B starts constructing the house on the land. Decide the remedies available to A.

- A) A can only claim compensation for breach of Contract
- B) A can claim a share in the house
- C) A can sue B for specific performance
- D) A can get an injunction from the court

Q61. Read the passage and answer the questions that follow.

An Introduction to the controversy related to the Doctrine of Privity: Doctrine of Privity is one of the debated doctrines under the law of contracts, not only in India but around the world. The uncertainty behind the legal position in this regard is not merely because of the lack of clarity in the statutes or dissenting judicial pronouncements but much of it owes to the academic and judicial debates associated with the very basis of this doctrine and its comparative advantages and disadvantages. The controversy and unsettled position with respect to the Doctrine of Privity is not only relevant in day to day commercial contracts but also for high value and complex transactional contracts. In practice, it is not uncommon for the contracting parties to impose obligations on other party's affiliates, relatives and agents with respect to terms like restrictive covenants, non-compete and confidentiality obligations. The credit for the emergence of the doctrine of Privity of Contract is attributed to the common law courts, but now it is applied in many countries like India, England, Canada, Australia and New Zealand with certain statutory and judicial exceptions. This doctrine ensures that a stranger to a contract can neither sue nor be sued by the parties to the contract. However, in course of time, it was realized that the doctrine is too rigid to cope with the social demands, for a contract affects not only the parties to it but society at large as well.

Tweddle v. Atkinson is the case in which the doctrine of privity of contract was finally established by the Court of Queen's Bench in 1861. In this case plaintiff's suit was dismissed by the court. It is to be noted that the court in rejecting plaintiff's claim laid more emphasis on doctrine of privity of consideration than on the doctrine of privity of contract. Nevertheless, the doctrine of privity of contract acquired a definite shape in this case. This doctrine finally got approval by the House of Lords in the leading case of

Dunlop Pneumatic Tyre Co. Ltd v Selfridge & Co. Ltd., in the year 1915. It is to be noted that in some subsequent cases efforts were made to abolish the doctrine. However, the doctrine is not considered absolute by the Courts across the globe.

Question : Which of the following is correct about the concept of privity of contract under the Indian Contract Act?

- A) Consideration must move from the promisee of the contract only.
- B) A third party is usually not allowed to enforce a contract unless the contract is made for his benefit.
- C) Undisclosed principals to a contract cannot sue on a contract
- D) All of the above

Q62. Read the passage and answer the questions that follow.

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Question : Identify the correct option for the following two statements of Assertion (A) and Reasoning (R).

Assertion (A): The relationship between the principal and the third party is a valid exception to the doctrine of privity of contract.

Reasoning (R): Where the contract with the third party is made by a sub-agent, then the principal debtor cannot be sued.

- A) Both (A) and (R) are correct; and (R) is the correct explanation of (A)
- B) Both (A) and (R) are correct; but (R) is not the correct explanation of (A)
- C) (A) is correct, but (R) is incorrect
- D) (A) is incorrect, but (R) is correct

Q63. Read the passage and answer the questions that follow.

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Question : From the following, determine the significant feature of the doctrine of the privity of contract under the Indian Contract Act.

- A) Parties cannot impose their liability of burden upon a third party
- B) A person who is a party to a consideration may not have the right to sue upon the contract
- C) All of the above
- D) None of the above

Q64. Read the passage and answer the questions that follow.

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Question : Identify the correct option for the following two statements of Assertion (A) and Reasoning (R).

Assertion (A): A contractual liability cannot be assigned by the promisor to the third person without the consent of the promisee.

Reasoning (R): Where an impersonal contract exists, the promisor may contract with a third party to perform his promise.

- A) Both (A) and (R) are correct; and (R) is the correct explanation of (A)
- B) Both (A) and (R) are correct; but (R) is not the correct explanation of (A)
- C) (A) is correct, but (R) is incorrect
- D) (A) is incorrect, but (R) is correct

Q65. Read the passage and answer the questions that follow.

Chapter V of the Indian Contract Act avoids the term 'quasi-contract' but deals with the rights and liabilities accruing from relations resembling those created by the contract. The principle of unjust enrichment finds recognition in the Indian Law by this Chapter V. Unjust enrichment has been defined as: "A benefit obtained from another, not intended as a gift and not legally justifiable, for which the beneficiary must make restitution or recompense." A claim for unjust enrichment arises where there has been an "unjust retention of a benefit to the loss of another or the retention of money or property of another against the fundamental principles of justice or equity and good conscience."

It is a general equitable principle that a person should not profit at another's expense and therefore should make restitution for the reasonable value of any property, services, or other benefits that have been unfairly received and retained. The Law Commission of India considered that the provisions made in Sections 68-72 are inadequate. English

law of quasi-contract or restitution is to be made applicable in India in respect of cases that fall outside Chapter V of the Indian Contract Act.

Like contract and tort, there must be a law for the restoration of benefits on grounds of unjust enrichment. There are many circumstances in which a defendant may find himself in possession of a benefit which injustice, he should restore to the plaintiff. Obvious examples are where the plaintiff has himself conferred the benefit on the defendant through mistake or compulsion. To allow the defendant to retain such a benefit would result in his being unjustly enriched at the plaintiff's expense and this, subject to certain defined limits, the law will not allow. Unjust enrichment is simply the name that is commonly given to the principle of justice which the law recognizes and gives effect to in a wide variety of claims of this kind.

Question: The quasi-contracts are not contracts but are given the status of contracts and remedies accordingly. What is incorrect about quasi-contracts?

- A) Quasi-contracts are dealt with under the head of relations arising from transactions that are not contract per se
- B) The basic idea behind the constitution of quasi-contracts is to compensate specific unjust enrichment transactions
- C) The Courts can rely on principles of natural justice if statutory provisions fall short of an adequate remedy
- D) Quasi-contracts must have all the elements of the contracts

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Question: The central idea of the quasi-contracts is based on the principle of which of the following?

- A) Restitution
- B) Seizing benefits
- C) Prohibition of non-contractual transactions
- D) Penalizing the unjust people

Q67. Read the passage and answer the questions that follow.

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Question : Which of the following is/are considered as the justifications for which the doctrine of privity of contract was propounded?

- (1) Enabling the third parties to enforce the contract might terminate the basic purpose for which the contract was formulated.
 - (2) Enforcement of the contracts by third parties would limit the rights of the contracting parties.
 - (3) Imposition of obligations upon a third party, who may not have given his consent to be bound, might be unfair.
- A) (1) & (3) only
- B) (3) only
- C) (2) & (3) only
- D) All of the above

Q68..Read the passage and answer the questions that follow.

Chapter V of the Indian Contract Act avoids the term 'quasi-contract' but deals with the rights and liabilities accruing from relations resembling those created by the contract. The principle of unjust enrichment finds recognition in the Indian Law by this Chapter V. Unjust enrichment has been defined as: "A benefit obtained from another, not intended as a gift and not legally justifiable, for which the beneficiary must make restitution or recompense." A claim for unjust enrichment arises where there has been an "unjust retention of a benefit to the loss of another or the retention of money or property of another against the fundamental principles of justice or equity and good conscience."

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Like contract and tort, there must be a law for the restoration of benefits on grounds of unjust enrichment. There are many circumstances in which a defendant may find himself in possession of a benefit which injustice, he should restore to the plaintiff. Obvious examples are where the plaintiff has himself conferred the benefit on the defendant through mistake or compulsion. To allow the defendant to retain such a benefit would result in his being unjustly enriched at the plaintiff's expense and this, subject to certain defined limits, the law will not allow. Unjust enrichment is simply the name that is commonly given to the principle of justice which the law recognizes and gives effect to in a wide variety of claims of this kind.

Question: English equity law can be applied to the quasi-contract cases given under the Indian Contract Act, 1872-

- A) When the provisions of the Indian Contract don't cover the issue that arose
- B) English cases cannot be applied to Indian cases related to contracts
- C) In the cases allowed by the Indian Contract Act, 1872
- D) As per the discretion of the parties to a contract, if they agree that foreign law can be applied to resolve the contractual conflict between them

Q69..Read the passage and answer the questions that follow.

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Question: The principle of unjust enrichment is an outcome of which of the following?

- A) Law of Equity
- B) Law of Torts
- C) Law of House of Lords
- D) The law enacted by Parliamentary Committee

Q70..Read the passage and answer the questions that follow.

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Question: Which of the following can be safely inferred as quasi-contracts?

- A) Express Contracts
- B) Obligatory duty
- C) Implied Contracts
- D) Inchoate acts

Q71. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the act was to be done. An anticipatory breach gives an immediate right of action. It cannot be laid down as universal rule that, where by agreement an act is to be done at a future date, no action can be brought for a breach of the agreement till the day for doing the act has arrived.

The party in default must have refused altogether to perform the contract and the refusal must go to the whole of the contract, otherwise the other party would not be justified in putting an end to the contract. The aggrieved party may, after putting an end to the contract, bring an action for damages for breach, but he will be bound under Section 64 to restore to the other party the benefits he might have received under the contract.

Question : Which of the following consequences would follow when the aggrieved party does not accept the notice of intention of anticipatory breach of repudiating party?

- A) The aggrieved party is absolved from obliging his further performance of his contractual obligation
- B) The aggrieved party is not permitted to perform his duties
- C) The damages are assessed at the time fixed for performance of the contract
- D) The contract remains active for the benefit of the repudiating party

Q72. Read the passage and answer the questions that follow.

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Question : Which of the following rule amounts to repudiation of a contract in the form of anticipatory breach of contract?

- A) The whole conduct of the repudiating party has to be assessed subjectively
- B) All kinds of repudiation, however remote or minor they be, put an end to a contract
- C) The effect of the breach upon the contract must be considered as a whole
- D) Both (a) and (c)

Q73. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the act was to be done. An anticipatory breach gives an immediate right of action. It cannot be laid down as universal rule that, where by agreement an act is to be done at a future date, no action can be brought for a breach of the agreement till the day for doing the act has arrived.

The party in default must have refused altogether to perform the contract and the refusal must go to the whole of the contract, otherwise the other party would not be

justified in putting an end to the contract. The aggrieved party may, after putting an end to the contract, bring an action for damages for breach, but he will be bound under Section 64 to restore to the other party the benefits he might have received under the contract.

Question : Mr. A agreed to purchase from Mr. B 300 tons of sugar under two contracts to be delivered at different dates and times. Mr. A failed to take delivery under the first contract. As a consequent, Mr. B decided to rescind both contracts.

As a Court of competent jurisdiction, decide the enforceability of both the contracts mentioned above.

- A) Both the contracts are repudiated and the same is inferred from the ignorance conduct of the erring party.
- B) Both the contracts are repudiated since the party failed to perform the contractual obligations within the stipulated time.
- C) Both the contracts are not repudiated since there was no refusal altogether to perform the contract by the erring party.
- D) Only one contract is repudiated due to the failure of performance of the contract by the erring party.

Q74. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the

act was to be done. An anticipatory breach gives an immediate right of action. It cannot be laid down as universal rule that, where by agreement an act is to be done at a future date, no action can be brought for a breach of the agreement till the day for doing the act has arrived.

The party in default must have refused altogether to perform the contract and the refusal must go to the whole of the contract, otherwise the other party would not be justified in putting an end to the contract. The aggrieved party may, after putting an end to the contract, bring an action for damages for breach, but he will be bound under Section 64 to restore to the other party the benefits he might have received under the contract.

Question : Where the aggrieved party has ended the contract and brought action for damages for breach, then he has the duty to offer which of the following options to the other party?

- A) Restitution
- B) Novation
- C) Rescission
- D) Remission

Q75. Read the passage and answer the questions that follow.

A breach of contract occurs when a party thereto renounces his liability under it, or by his own act makes it impossible that he should perform his obligations under it or totally or partially fails to perform such obligations. The failure to perform or renunciation may take place when the time for performance has arrived or even before that. Thus, breach is of two kinds, namely, anticipatory breach, and present breach. An anticipatory repudiation occurs when, prior to the promised date of performance, the promisor absolutely repudiates the contract. It is an announcement by the contracting party of his intention not to fulfill the contract and that he will no longer be bound by it. This kind of anticipatory renunciation has certain effects upon the rights of the parties. In the first place, the other party is excused from performance or from further performance. The obligation under the original contract comes to an end and is replaced by operation of law by another obligation, namely to pay money damages. The only legal nexus that remains between the parties is to pay the damages which are assessed according to the old obligation but the old obligation no longer exists as an obligation. Secondly, it entitles the injured party to an option either to sue immediately or to wait till the time the act was to be done. An anticipatory breach gives an immediate right of action. It cannot

be laid down as universal rule that, where by agreement an act is to be done at a future date, no action can be brought for a breach of the agreement till the day for doing the act has arrived.

The party in default must have refused altogether to perform the contract and the refusal must go to the whole of the contract, otherwise the other party would not be justified in putting an end to the contract. The aggrieved party may, after putting an end to the contract, bring an action for damages for breach, but he will be bound under Section 64 to restore to the other party the benefits he might have received under the contract.

Question : A building contractor had done a little more than half the work for which he received part payment. He informed the owner that he had no money and could not go on with the work. The owner finished the building himself using the building materials which the contractor had left on the ground.

Which of the following claims by the building contractor would be maintainable and thus justified by the competent authority?

- A) Claim for Restitution
- B) Claim for Damages
- C) Claim for Quantum Meruit
- D) None of the above

Q76. Read the following passage and answer the questions.

Communication is the very essence of any agreement which later becomes a contract; it signifies our willingness, be it in terms of an offer or acceptance. Communication also plays a vital role in revocation of an offer or acceptance. Offer is the building block of any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as ``offer.” Here the word “signifies” becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an

offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : (A) X offer to sell his land for Rs. 20 lakhs to Y; Y let X know that he was interested to purchase a land for 15 lakhs only

(B) A was searching for a house for not in excess of 25 lakhs; B informed A that his house was available for 20 lakhs. A agrees for the offer.

(C) K needed to get some old bags; L let K know that he would sell his bags for Rs. 10,000

(D) R advertised to sell his old vehicle at a cost of Rs. 3 lakhs; S saw it and offered to get it for Rs. 2 lakhs 50 thousand; R wanted to sell it for 3 lakhs only.

Which among the above makes a contract?

A) Situations 1 and 2 are contracts

B) Situation 2 only is a contract

C) Situation 3 only is a contract

D) Situations 2 and 4 are contract

Q77. Read the following passage and answer the questions.

Communication is the very essence of any agreement which later becomes a contract; it signifies our willingness, be it in terms of an offer or acceptance. Communication also plays a vital role in revocation of an offer or acceptance. Offer is the building block of any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and

even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as ``offer.” Here the word “signifies” becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : A, a kid of 16 years old, consents to purchase a pencil box from B, who is a young girl of 21 years old.

Pick the right option.

- A) There arises a contract between A and B to sell/purchase the pencil box
- B) There arises an enforceable contract between A and B to sell/purchase the pencil box
- C) There does not arise any contract between A and B to sell/purchase the pencil box
- D) None of the Above

Q78. Read the following passage and answer the questions.

Communication is the very essence of any agreement which later becomes a contract; it signifies our willingness, be it in terms of an offer or acceptance. Communication also plays a vital role in revocation of an offer or acceptance. Offer is the building block of

any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as "offer." Here the word "signifies" becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : A in a letter writes that B offering to fix his rooftop for 10,000. He posted the letter on 2nd July. The letter reaches B on 4th July. When the Communication is said to take place?

- A) 4th July when B received the letter
- B) When A offer to fix rooftop
- C) 2nd July when A post letter
- D) Either A or either B

Q79. Read the following passage and answer the questions.

Communication is the very essence of any agreement which later becomes a contract; it signifies our willingness, be it in terms of an offer or acceptance. Communication also plays a vital role in revocation of an offer or acceptance. Offer is the building block of

any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as "offer." Here the word "signifies" becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : Aman goes on the terrace of raj and cleans it properly by working 3 hours on it without asking raj. He showed up at Raj's house asking Rs. 1,000 for working on his terrace. Will Raj be liable to pay Aman Rs.1,000 to Aman?

- A) No, because there was no communication between Aman and raj regarding any offer
- B) Yes, Raj has to pay Rs. 1,000 for his hard work
- C) Aman comes into contract when he cleans his terrace
- D)None of the above

Q80.Read the following passage and answer the questions.

Communication is the very essence of any agreement which later becomes a contract; it signifies our willingness, be it in terms of an offer or acceptance. Communication also plays a vital role in revocation of an offer or acceptance. Offer is the building block of

any contract which is complemented by acceptance, due consideration, consensus ad idem, intention etc.; all these things are incomplete without proper communication and even if communication of one of the things is not absolute then the agreement will be deemed to be invalid on the grounds of uncertainty. If any of these things are not done in the proper manner as stipulated by ICA, 1872 then it can lead to legal consequences. Once the communication of offer and acceptance is done, it becomes an agreement. Indian Contract Act, 1872- When one person signifies to another his willingness to do or abstain from doing something, with a view to obtain his assent of that other to such act or abstinence, he is said to make a proposal which is also known as "offer." Here the word "signifies" becomes important as without communication there can be no offer. Illustration- A signifies his willingness to sell his car to B for rupees 2 lakhs, this is an offer. If A will keep this in his mind only and will not communicate it to B, it will never become an offer. Knowledge of a proposal is a must, the proposal must be communicated or the acceptor should have the knowledge of the proposal in order to accept. As mentioned, communication is the building block of any contract, without this there cannot be a contract. The communication must be made properly and should be free of uncertainties and, therefore, it should be very clear in its entirety. Offer and acceptance cannot exist in silence and, hence, needs to be properly communicated; if not, the agreement will be void. Moreover, the offer needs to be proposed properly and the acceptance must be absolute in nature. Similarly, revocation should be made properly as ineffective or late communication of revocation would amount to it being non-existent in nature and the initial offer or acceptance will prevail. Lastly, the contract comes into existence or is made at the place where the communication of its acceptance is received.

Question : Which among the following define Communication of offer?

- A) The communication of the offer is finished when it has come to the knowledge on the individual that it should have been made to
- B) The communication of the offer is not made when it has come to the knowledge on the individual that it should have been made to
- C) Communication of offer is not lawful.
- D) Either A or Either B

Q81. Read the passage very carefully and answer the following questions.

The human mind created luxuries, due to the simultaneous increase in population, many people were deprived of the necessities which led to the development of negative thinking. People wanted to fulfil their basic necessities at any cost and hence they

started resorting to crime. For an act of crime to be accomplished, the following four elements are needed:

- Individual: The first and the most important element for the commission of a crime is an individual who has an intention and is prepared to commit a crime.
- Mens rea: Mens rea in Latin means “guilty mind”. For a crime to be committed, a criminal intention is an essential element.
- Actus rea: Actus rea in Latin means “guilty act”. For a crime to be committed, along with a criminal intention there should also be an external act.
- Injury/hurt: The criminal act should be accompanied by an injury or hurt which is physical, mental, or monetary which violates a law of the state. The commission of crime involves four stages:

- Intention: For the commission of a crime, the first important stage is criminal intention. However, just having a criminal intention is not punishable until it is conveyed to someone else in words or by acts. Example: An intention to kill someone.
- Groundwork: To commit a crime, prior preparation is necessary if the crime is intentional. It is difficult for the court to punish an individual purely based on a preparation plan until and unless it is executed. For example, murder, dacoity, etc.
- Preliminary crime: An attempt to commit a crime is considered a preliminary crime. An attempt should include a criminal intention, an act towards committing a crime, and an act of crime that is not completely accomplished. Example: Attempt to murder
- Completion of crime: This is the last stage in the commission of a crime. The criminal completes the crime. A suspect is guilty of an offence only if he succeeds in his criminal activity. Example: Successful accomplishment of murder.

Question : During October, importing milk/milk products in Delhi had been made an offence. S, a supplier of milk, establish a secret import of milk through an agent from Awadh. The very first consignment of milk was detained at the border, however, it contained only soybeans milk which was not a banned item. There was a clear indication that S envisioned importing unlawfully real milk only but the agent had cheated him by supplying soya milk. S is charged with an attempt to import a banned item. Select the correct option.

- A) S can be prosecuted for an attempt
- B) S cannot be prosecuted for an attempt
- C) A frivolous case has been made out
- D) None of the above

Q82. Read the following passage and answer the question

The Indian Contract Act 1872 is one of the oldest mercantile laws in the country. The law was enacted on the 1st of September 1872 and is applicable to the Whole of India. A contract defined under Section 2 (h) of the Indian Contract Act 1872 means, “any

agreement which is enforceable by the law.” The contracts can be written using formal or informal terms and can be entirely spoken or verbal. A breach of contract is a violation of any of the agreed-upon terms and conditions of a binding contract. The breach can be anything from a late payment to a more serious violation such as the failure to deliver a promised asset.

“Breach of contract is a legal term that describes the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement. The fundamental Breach of contract also involves interfering with the ability of another party to fulfil his/her duties. A contract can be breached in whole or in part. Most contracts end when both parties fulfil their contractual obligations, but when one of them violates it, a breach of contract happens. Breach of contract is one of the common reasons why contract disputes are brought to the court for resolution.

Under Section 73 of the Indian Contract Act 1872, “When a contract is broken, the party who suffers from the breach of contract is entitled to receive from the party who has broken the contract, compensation for any or damaged caused to him, which naturally arose in the normal course of things from the breach or which the parties knew when they made the contract to be likely to result from the breach of it.” Section 73 of the Indian Contract Act 1872 also mentions that the damage is only payable if the loss has been occasioned by the breach. No loss from the breach automatically leads to any damages. Compensation is not paid for any remote or indirect loss or damage sustained because of the breach.

The section also adds that ‘In estimating the damage or loss from the breach of contract which existed or remedying the inconvenience caused by the non - performance of the contract must also be taken into account. At the date of the breach, the measure of damages upon a breach by the buyer is the difference between the market price and contract price at the time of the breach.

Question. Krishna enters into a contract with Ram and promises that he will deliver 30 tins of sunflower oil on 12th February 2022. But on the scheduled day, the price of sunflower oil shot up, so he delivers 50 tins of soyabean oil. Decide

- A) Soyabean oil can be used instead of sunflower oil, so there is no breach of contract
- B) This is a breach because the promise was to deliver the tins of sunflower oil.
- C) The cost of sunflower oil was increased due to Krishna was unable to provide
- D) Both (a) and (c) are appropriate

Q83. Read the following passage and answer the question

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Question. Peter enters into a contract with John and promises that he will sing every Saturday and Sunday in his club for 1 hour during the next four months in exchange for Rs. 5,000. However, in the 4th month, he didn't turn up due to a problem in his throat. This is an actual breach of contract on the part of Peter. Determine the status of the contract.

- A) It is a breach of contract, no payment would be paid to Peter
- B) It is not a breach of contract, full payment would be paid to Peter

- C) There is no complete breach, payment would not be paid for the 4th month only.
- D) The contract is breached even it is discharged by the supervening impossibility

Q84. Read the following passage and answer the question

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“Breach of contract is a legal term that describes the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement. The fundamental Breach of contract also involves interfering with the ability of another party to fulfil his/her duties. A contract can be breached in whole or in part. Most contracts end when both parties fulfil their contractual obligations, but when one of them violates it, a breach of contract happens. Breach of contract is one of the common reasons why contract disputes are brought to the court for resolution.

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Question. W is a website developer and gets a contract to develop a website for XYZ Ltd, but he skipped the page of the team. Decide whether it is a breach of contract.

- A) No, the team page is not so much important for the company
- B) No, this is a minor mistake that usually takes place while developing the website.
- C) Yes, it is a breach of contract, but it is a minor breach and can be rectified easily.
- D) Yes, it is a breach of contract, and W would be liable to compensate the company.

Q85. Read the following passage and answer the question

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Question A, imported shipment of cars from China and shipment gets a gate which was insured by ABC Company for 100 crores. But due to some reasons half of the cars got damaged. A sued ABC Co. for the claim of 100 crores. Decide.

- A) ABC would be liable for the claim of 100 crores.
- B) ABC would be liable for compensation for the number of cars destroyed.
- C) ABC would not be liable to pay compensation.
- D) ABC would not be liable to pay the compensation because the shipment got late.

Q86. Read the following passage and answer the question

The Indian Contract Act 1872 is one of the oldest mercantile laws in the country. The law was enacted on the 1st of September 1872 and is applicable to the Whole of India. A contract defined under Section 2 (h) of the Indian Contract Act 1872 means, “any agreement which is enforceable by the law.” The contracts can be written using formal or informal terms and can be entirely spoken or verbal. A breach of contract is a violation of any of the agreed-upon terms and conditions of a binding contract. The breach can be anything from a late payment to a more serious violation such as the failure to deliver a promised asset.

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Under Section 73 of the Indian Contract Act 1872, “When a contract is broken, the party who suffers from the breach of contract is entitled to receive from the party who has broken the contract, compensation for any or damaged caused to him, which naturally arose in the normal course of things from the breach or which the parties knew when they made the contract to be likely to result from the breach of it.” Section 73 of the Indian Contract Act 1872 also mentions that the damage is only payable if the loss has been occasioned by the breach. No loss from the breach automatically leads to any damages. Compensation is not paid for any remote or indirect loss or damage sustained because of the breach.

The section also adds that ‘In estimating the damage or loss from the breach of contract which existed or remedying the inconvenience caused by the non - performance of the

contract must also be taken into account. At the date of the breach, the measure of damages upon a breach by the buyer is the difference between the market price and contract price at the time of the breach.

Question A, ordered an Infinix mobile from Flipkart, but the delivery of such a mobile phone got delayed by 7 days due to which A was not able to appear in the PUBG tournament. A filed legal case for breach and compensation of rupees 20,000. Decide

- A) Flipkart will be liable for breach and compensation
- B) Flipkart will be liable for breach only
- C) Flipkart will be liable for compensation only
- D) There is no breach of contract on the part of Flipkart

Q87. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that “Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a

registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : The law of contracts states that only the parties to a contract have the right to enforce it. Which doctrine of common law governs this?

- A) The doctrine of estoppel
- B) The rule of privity
- C) The rule of restitution
- D) Theory of compensation

Q88. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that "Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is

thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : X plans to sell his car for an amount of 5 lakhs. Y goes to X with the intent of purchasing the car but offers 4 lakhs in exchange. X denies the offer, Y goes to X the next day offering 5 lakhs, however, X tells him that he is offered a larger sum by Z. Y sues X for breach of contract and damages. Decide.

- A) Y will not succeed since no contract was made as the offer made the next day was not accepted by X
- B) Y will succeed since X cannot claim a price higher than what was initially demanded
- C) Y can claim the car for 5 lakhs but no damages
- D) Y can claim damages from X but not the sale of the car

Q89. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that "Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this

rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : X orders a black mobile cover from an e-commerce website. However, he is sent one of the same design but which is white. Decide the status of the contract.

- A) The contract is performed since the phone cover was delivered
- B) The contract is void since there was no consent from X before delivering the white cover
- C) The contract is performed since all the essential elements are present which is offer, acceptance and consideration
- D) The contract is valid since the design was the same as what was ordered

Q90. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that "Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to

prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : X and Y enter into a contract where X is a writer and Y has to get a novel written. Y agrees to pay X 2000 rupees if he writes the novel which is around 500 pages in length. X starts to write the novel and finishes around 150 pages, that is when Y informs him that he need not write the novel since he has found another writer Z who is ready to write the novel for 1500. X demands for his compensation for the 200 pages he has written. Decide.

- A) X cannot sue Y since the agreement states delivery of the novel
- B) X cannot sue Y since the amount charged was unfair and higher than the market price
- C) X will succeed in his claim for the charge of 150 pages written
- D) X can sue Z for loss of business

Q91. Read the passage and answer the question that follow.

In the case of J. P. Pathak vs M/S Pratibha Industries Ltd, it was held that "Onus to prove this issue to the effect whether there is privity of contract between the parties was placed upon the defendant. It appears that there is a typographical error in this issue. This is for the reason that it was the defendant's stand that there was no privity of

contract between the parties. Therefore, the defendant cannot possibly be asked to prove something which is entirely opposite to its own stand. It could be asked to prove only what it sought to establish by raising the plea that there was no privity of contract. This issue should instead have read as follows: Whether there is no privity of contract between the plaintiff and the defendant? (OPD). Or, in the alternative: Whether there is privity of contract between the plaintiff and the defendant? (OPP). I accordingly proceed ahead to give my finding on this issue on the basis that the onus is on the defendant to prove that there is no privity of contract between the parties. On a conspectus of the entire evidence on record, I hold that there was no privity of contract between the plaintiff and the defendant. However, the answer to this issue would be incomplete without examining whether the plaintiff's case is covered within exceptions to the rule of privity of contract. If the plaintiff's case is found to be covered within exceptions to this rule, CS 136/13 J. P. Pathak vs. Pratibha Industries Ltd. Page 10/14 then he can maintain the instant action even though there was no privity of contract with the defendant. To the rule of privity of contract, courts have introduced a few exceptions. And one such exception is whereby the terms of a contract a party is required to make payment to a third person and he acknowledges it to that person, a binding obligation is thereby created. A good illustration of this exception is the case of Devaraja Urs vs. Ram Krishnaiah AIR 1952 Mys. 109. The facts were - A sold his house to B under a registered sale deed and left a part of the sale price in his hands desiring him to pay this amount to C, his creditor. Subsequently, B made part payments to C informing him that they were out of the sale price left with him and that the balance amount would be remitted immediately. B, however, failed to remit the balance and C sued him for the same. The suit was held to be maintainable. It was held that though originally there was no privity of contract between B and C, B having subsequently acknowledged his liability, C was entitled to sue him for recovery of the amount."

Question : Arjun's father had an illegitimate son, Ravi. Before he died, he transferred his estate to Arjun with the condition that Arjun would pay Ravi an amount of 500,000 rupees and half of the estate would be transferred to Ravi's name when he was 21 years old. After reaching the age when Ravi did not receive the money and asked Arjun for it, he refused to give him his share. Ravi filed a recovery lawsuit.

Choose the correct answer about decision of court.

- A) Ravi had no right to sue as he did not aware of contract at the time of formation of contract.
- B) Ravi had no right to sue as he is not a party to contract.

C) Ravi had the right to sue against the contract between Arjun and his father even if he was not a party to it.

D) Ravi had no right to sue as Arjun had not authorised him to do so.

Q92. Read the given passage very carefully and answer the question.

The term 'remoteness of damages' refers to the legal test used for deciding which type of loss caused by the breach of contract may be compensated by an award of damages. It has been distinguished from the term measure of damages or quantification which refers to the method of assessing in money the compensation for a particular consequence or loss which has been held to be not too remote.

The rules on the remoteness of damage in the contract are found in the Court of Exchequer's judgment in *Hadley v Baxendale*, as interpreted in later cases. In *Hadley v Baxendale*, the plaintiff's mill had come to a standstill due to its crankshaft breakage. The defendant carrier failed to deliver the broken crankshaft to the manufacturer within the specified time. There has been a delay in restarting the mill. The plaintiff sued to recover the profits they would have made if the mill was started without delay. The court rejected the claim on the ground that the mill's profits must be stopped by an unreasonable delay in the carrier's delivery of the broken shaft to the third person. That rule, expressly and carefully framed, to be guided to judges in directing juries, was as follows:

Where two parties have entered into a contract which one of them has broken, the damages which the other party should be entitled to receive in respect of such breach of contract should either be deemed to have arisen naturally, fairly, and reasonably, i.e. according to the usual course of things, from such breach of contract itself or as might reasonably have been deemed to have arisen in the contemplation of the contract. Now, in the particular circumstances under which the contract was actually concluded were communicated by the plaintiff to the defendant and thus known to both parties, the damages resulting from such a breach of contract that they would reasonably contemplate would be the amount of injury that would normally result from a breach of the contract, under these special circumstances were wholly unknown to the party breaking the contract, he could, at most, only have had in his contemplation the amount of injury that would generally arise from such a breach of the contract and in the great multitude of cases not affected by any special circumstances.

Question The damages obtained under the Law of Torts and Contract law are of the same nature?

- A) Yes, the damages obtained are of similar nature both differ in other aspects but not in matters of damages
- B) No, the damages obtained are not of a similar nature
- C) In torts, there are liquidated damages but not in contracts
- D) In Contracts, there are unliquidated damages but not in torts

Q93. Read the given passage very carefully and answer the question.

The term 'remoteness of damages' refers to the legal test used for deciding which type of loss caused by the breach of contract may be compensated by an award of damages. It has been distinguished from the term measure of damages or quantification which refers to the method of assessing in money the compensation for a particular consequence or loss which has been held to be not too remote.

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Question Which of the following is a test for remoteness of damage?

- A) Reasonable unpredictability
- B) Reasonable foreseeability
- C) Reasonable improbability
- D) Reasonable unforeseen ability

Q94. Read the given passage very carefully and answer the question.

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Question Anmol is a stevedore who agrees with Bachan Singh, a shipowner, to discharge his ship's cargo, and Bachan Singh contracts to supply all necessary chains reasonably fit for that purpose. One chain supplied by Bachan Singh is defective and breaks while in use, hence 'SANAM', a worker of Anmol, is hurt. 'SANAM' sues Anmol, and the suit got settled by paying 'SANAM' compensation that is admitted to be reasonable. Here-

- A) Bachan Singh is liable to compensate Anmol for the compensation that Anmol paid to 'SANAM'
- B) Bachan Singh is not liable to compensate Anmol for the compensation that Anmol paid to 'SANAM'
- C) Bachan Singh is liable for the defective chain but not for compensation that Anmol has to pay for his worker
- D) Sanam cannot claim compensation because he got hurt in an accident

Q95. Read the given passage very carefully and answer the question.

The term 'remoteness of damages' refers to the legal test used for deciding which type of loss caused by the breach of contract may be compensated by an award of damages. It has been distinguished from the term measure of damages or quantification which refers to the method of assessing in money the compensation for a particular consequence or loss which has been held to be not too remote.

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in the particular circumstances under which the contract was actually concluded were communicated by the plaintiff to the defendant and thus known to both parties, the damages resulting from such a breach of contract that they would reasonably contemplate would be the amount of injury that would normally result from a breach of the contract, under these special circumstances were wholly unknown to the party breaking the contract, he could, at most, only have had in his contemplation the amount of injury that would generally arise from such a breach of the contract and in the great multitude of cases not affected by any special circumstances.

Question Praveen (plaintiff) purchased iron in Belgaon from Roshan and sold it to Akhil (defendant), in Kollam at a higher price. A Chennai-based firm, at the instance of the buyers, was to supply the finance for purchasing from Roshan. Though the credit was never opened, and Akhil repudiated the contract. An action is brought by Praveen against Akhil for defaulting and loss of profit. Here-

- A) The sellers were entitled to loss of profit
- B) The sellers were entitled to damages
- C) The sellers were entitled to loss of profit as well as damages for defaulting
- D) The sellers were entitled to loss of profit but not damages for defaulting

In the present case buyers being aware that the sellers could not obtain the goods unless the letter of credit was provided, the sellers were entitled to loss of profit but not any damages as it was a special loss, not within the contemplation of parties.

Q96. Read the given passage very carefully and answer the question.

The term 'remoteness of damages' refers to the legal test used for deciding which type of loss caused by the breach of contract may be compensated by an award of damages. It has been distinguished from the term measure of damages or quantification which refers to the method of assessing in money the compensation for a particular consequence or loss which has been held to be not too remote.

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Where two parties have entered into a contract which one of them has broken, the damages which the other party should be entitled to receive in respect of such breach of contract should either be deemed to have arisen naturally, fairly, and reasonably, i.e. according to the usual course of things, from such breach of contract itself or as might reasonably have been deemed to have arisen in the contemplation of the contract. Now, in the particular circumstances under which the contract was actually concluded were communicated by the plaintiff to the defendant and thus known to both parties, the damages resulting from such a breach of contract that they would reasonably contemplate would be the amount of injury that would normally result from a breach of the contract, under these special circumstances were wholly unknown to the party breaking the contract, he could, at most, only have had in his contemplation the amount of injury that would generally arise from such a breach of the contract and in the great multitude of cases not affected by any special circumstances.

Question Defendant has a bike, like normal bikes in the market. One day, the defendant bike heats up and blast in city center. A woman suffered from nervous shock due to this incident, and delivered immature child. That woman becomes the plaintiff who is claiming damage from defendant for his act. Here-

- A) Defendant will be liable for loss of women as it is direct effect of bike blast.
- B) Defendant will not be liable for loss of woman as this injury is not foreseeable by defendant.
- C) Defendant will not be liable for loss of woman as this injury is done by bike manufacturer.
- D) Defendant will be liable because bike belongs to him and he is responsible for all the happenings related to bike.

Q97. Read the given passage very carefully and answer the question.

An agency arrangement is a form of general contract. As such, except where the agency is irrevocable, an agency can terminate in the same way as a contract is discharged. Only the act or consent of the parties to the agency or the enforcement of the law may terminate the relationship between the principal and the agent. "In the absence of anything to prove its termination, an agency, when proven to have existed, will be presumed to have continued, unless such a length of time has elapsed as destroys the presumption." When an entity is dissolved, the obligation of the agent to

work on behalf of the principal comes to an end. A government law or instrument may stipulate the timeline for the termination of an entity.

In such a case, if the instrument states in clear and unambiguous terms that after the expiry of the time stated in the instrument, an agency shall terminate without intervention on the part of the principal or administrator, the agency shall, in effect, terminate. If the parties maintain their partnership as principal and agent after the expiry of the duration given in the contract, a substantiated assumption is posed that their relationship is regulated by the original contract and that the contract is extended for a similar term. For example, where the parties entered into a contract for a year and proceeded to behave after one year under the contractual conditions, the court would conclude that the parties genuinely wanted to hold the contract alive for a period of time.

On the other hand, if no reasonable deadline has been set by the parties for the expiration of the contract, the contract is assumed to have been terminated after a reasonable period of time. "The nature of the act specifically authorised, the formality of the authorisation, the likelihood of changes in the purposes of the principal, and other factors shall determine what constitutes a reasonable period of time during which the authority continues." In comparison, the burden of proving an agency's termination or revocation lies with the agency.

Question Waman hired Chaman as his agent. Waman owed Chaman a sum of Rs.10,000 and gave him an agreed exchange bill with the authority to fill in the name of the drawer. Before the Chaman could avail the opportunity given, Waman died. Now, can Chaman still discharge the liability of Waman against himself?

- A) Yes, Chaman has the power to obtain his 10,000 rupees
- B) Yes, Chaman stepped into the shoes of Waman and can use his property according to his own will
- C) No, Chaman cannot use the bill for discharging his liability he has to restore to other remedies
- D) Chaman can use the bill given by the deceased for discharging his liability to pay off his debt

Q98. Read the given passage very carefully and answer the question.

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absence of anything to prove its termination, an agency, when proven to have existed, will be presumed to have continued, unless such a length of time has elapsed as destroys the presumption." When an entity is dissolved, the obligation of the agent to work on behalf of the principal comes to an end. A government law or instrument may stipulate the timeline for the termination of an entity.

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Question XX was YY's agent. YY empowered XX to deal with matters on his behalf, all parties with which XX entered into contracts are held to have the right to hold YY accountable until YY notifies the world that the authority of XX is removed but he intended to retain the contract on his own account in a specific situation. Can XX do so?

- A) No, only the Principal has the power to continue the agency here
- B) Yes, the agent is empowered by the principal can retain his status as an agent for some specific purposes
- C) Yes, the agent is the dealing person who has the power to deal with the persons as his own clientele
- D) It is allowed whether or not the Principal desires so or not

Q99. Read the given passage very carefully and answer the question.

An agency arrangement is a form of general contract. As such, except where the agency is irrevocable, an agency can terminate in the same way as a contract is discharged. Only the act or consent of the parties to the agency or the enforcement of the law may terminate the relationship between the principal and the agent. "In the absence of anything to prove its termination, an agency, when proven to have existed, will be presumed to have continued, unless such a length of time has elapsed as destroys the presumption." When an entity is dissolved, the obligation of the agent to work on behalf of the principal comes to an end. A government law or instrument may stipulate the timeline for the termination of an entity.

In such a case, if the instrument states in clear and unambiguous terms that after the expiry of the time stated in the instrument, an agency shall terminate without intervention on the part of the principal or administrator, the agency shall, in effect, terminate. If the parties maintain their partnership as principal and agent after the expiry of the duration given in the contract, a substantiated assumption is posed that their relationship is regulated by the original contract and that the contract is extended for a similar term. For example, where the parties entered into a contract for a year and proceeded to behave after one year under the contractual conditions, the court would conclude that the parties genuinely wanted to hold the contract alive for a period of time.

On the other hand, if no reasonable deadline has been set by the parties for the expiration of the contract, the contract is assumed to have been terminated after a reasonable period of time. "The nature of the act specifically authorised, the formality of the authorisation, the likelihood of changes in the purposes of the principal, and other factors shall determine what constitutes a reasonable period of time during which the authority continues." In comparison, the burden of proving an agency's termination or revocation lies with the agency.

Question The parties entered into a contract for one decade and continued to act under the contractual terms after ten years. Here-

- A) The court will presume that the parties in fact intended to keep the contract alive for another decade.
- B) The court cannot automatically presume that the parties in fact intended to keep the contract alive for another decade.
- C) Once the period comes to an end the parties cannot re-enter into the original contract
- D) Here, the clear intention of parties must be coupled with conduct for a valid presumption of the Court

Q100. Read the given passage very carefully and answer the question.

An agency arrangement is a form of general contract. As such, except where the agency is irrevocable, an agency can terminate in the same way as a contract is discharged. Only the act or consent of the parties to the agency or the enforcement of the law may terminate the relationship between the principal and the agent. "In the absence of anything to prove its termination, an agency, when proven to have existed, will be presumed to have continued, unless such a length of time has elapsed as destroys the presumption." When an entity is dissolved, the obligation of the agent to work on behalf of the principal comes to an end. A government law or instrument may stipulate the timeline for the termination of an entity.

In such a case, if the instrument states in clear and unambiguous terms that after the expiry of the time stated in the instrument, an agency shall terminate without intervention on the part of the principal or administrator, the agency shall, in effect, terminate. If the parties maintain their partnership as principal and agent after the expiry of the duration given in the contract, a substantiated assumption is posed that their relationship is regulated by the original contract and that the contract is extended for a similar term. For example, where the parties entered into a contract for a year and proceeded to behave after one year under the contractual conditions, the court would conclude that the parties genuinely wanted to hold the contract alive for a period of time.

On the other hand, if no reasonable deadline has been set by the parties for the expiration of the contract, the contract is assumed to have been terminated after a reasonable period of time. "The nature of the act specifically authorised, the formality of the authorisation, the likelihood of changes in the purposes of the principal, and other factors shall determine what constitutes a reasonable period of time during which the authority continues." In comparison, the burden of proving an agency's termination or revocation lies with the agency.

Question Lalit enters into a contract whereby Shekhar has to provide Lalit for a given period of time with services, which both parties realize are for use in a particular enterprise owned by Lalit, Lalit sold his enterprise to Raj before the expiry of the contract within Shekhar and Lalit, without paying Shekhar for his services. Here-

- A) In the absence of a specific clause so providing, Lalit cannot escape his obligations but he can sell the enterprise
- B) Lalit is not the owner of the enterprise anymore hence, he is not bound by any obligation as all the obligations are shifted to Raj

- C) Lalit cannot sell his enterprise till the contract between him and Shekhar expires.
- D) Lalit can sell the enterprise and even escape the obligation

CAREERS360

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
B	B	D	B	B	A	D	D	C	C
11	12	13	14	15	16	17	18	19	20
D	D	C	A	D	C	C	D	C	C
21	22	23	24	25	26	27	28	29	30
C	A	D	C	B	C	D	C	B	D
31	32	33	34	35	36	37	38	39	40
D	B	B	B	C	B	B	C	A	C
41	42	43	44	45	46	47	48	49	50
B	B	B	C	B	A	D	C	B	D
51	52	53	54	55	56	57	58	59	60
A	C	B	D	D	B	A	B	C	D
61	62	63	64	65	66	67	68	69	70
D	C	B	B	C	A	D	D	A	C
71	72	73	74	75	76	77	78	79	80
C	C	C	A	D	B	C	A	A	A
81	82	83	84	85	86	87	88	89	90
B	C	C	C	B	D	B	A	B	C
91	92	93	94	95	96	97	98	99	100
C	B	B	A	D	B	D	B	C	A

SOLUTIONS

1-B

According to Section 41, ICA 1872 Aman has accepted the amount of Rs.1000 from Chetan, then he cannot recover such amount from Basant. Now Basant is entitled only to recover the amount of Rs. 4000 from Aman and not 5000. It doesn't matter whether Aman knows about such a transaction or not. Hence, option (b) is correct.

2-B

Section 43 of the Indian Contract Act further provides that unless a contrary intention appears from the contract, each joint promisor may compel every other joint promisor to contribute equally to the performance of the promise. If any joint promisor makes a default in such contribution, the remaining joint promisors must bear the loss arising from such default in equal shares.

3-D

The contract cannot be enforced either by K's representative or by L to paint a picture is a personal skill and may be performed only personally. As per Indian Contract Act, a personal contract may not be performed by anybody else other than the promisor himself.

Hence option (d) is correct.

4-B

Rohan was ill on the date of the event so he sent his competent manager to the management of catering in the marriage and everything ended peacefully and decently. According to Section 41 of ICA, 1872, when the promisee accepts the performance of the promise from the third person, he cannot enforce it against the promisor. Sohan cannot hold the remaining amount just on the grounds of a breach. Hence option (b) is the correct answer.

5-B

D's legal representative is liable to deliver the goods to E and E is bound to pay Rs. 20,000 to D's representatives. As per the Indian Contract Act, if, however, the contract involves some personal skill or taste, it comes to an end with the death of the promisor. Hence option (b) is correct.

6-A

According to section 43, ICA every joint promisee is liable to contribute equally but in case of default on the part of one joint promisee, other promises have to compensate for such loss equally. In the given situation for the default of the amount of Rs. 5000, B and C has to suffer equally. A will pay only Rs. 5000, B 12500, and C 12500. Hence option (a) is correct.

7-D

According to section 23 of ICA, 1872 both the legal object and consideration in the above-given facts are unlawful due to which the contract becomes void, so D cannot file suit for the breach of contract. D cannot file a criminal suit because there is the assumption that you must go to court with clean hands. D cannot file a criminal suit also. Hence option (d) is correct.

8-D

According to Section 23 of the Indian Contract Act if any of the given elements thereunder is unlawful then the contract becomes void. In the given situation B and his friends committed the offence of robbery which is unlawful therefore returning some money on an agreement to withdraw criminal prosecution is void even though an amount of money is received by the promisee. Hence option (d) is correct.

9-C

If the object of the contract is to injure any person or property of another, then such a contract would be void. in the given situation the interest rate is the exorbitant rate which causes the loss of property to A. Hence option (c) is correct.

10-C

The marriage of a minor girl is prohibited under the prohibition of the child marriage act so the object of marriage is unlawful and the bond becomes invalid. The facts of the given situations are similar to the case of (Srinivas v. Raja Ram Mohan. In this case, the loan cannot be recovered due to the illegality of the object.

Hence option (c) is correct.

11-D

Giving and taking bribes both are prohibited under the prohibition of the corruption act, due to which the consideration becomes illegal. Decreasing the bill amount without any

sufficient ground is a crime under the State Electricity Act so the object also becomes illegal. The contract becomes void.

Hence option (d) is the correct option.

12-D

The agreement between Rahul and Nitika is restrained to marriage which is expressly declared void agreement under section 26 of ICA, 1872 because these types of agreements are opposed to the public policy. These types of agreements don't affect the validity of marriage also. Hence option 4 is the correct answer.

13-C

The given factual situation is the exception to section 26 of ICA, 1872 the restrain to marriage. In the case of Rao Rani v. Gulab Rani, it was held that these types are agreements are valid in nature. B or C remarried to some then the right to deceased husband's property will be no more. Hence option 3 is correct.

14-A

Reason- The agreement between Vishal and Sandesh is restrained to the trade and profession which is expressly declared to void an agreement as per section 27 of the Indian Contract Act. But certain exceptions are there to this rule whereby reasonable restraints for a specific time are allowed. In the present case, Sandesh can recover the agreed amount from Vishal. Hence Option 1 is correct.

15-D

In the case of Firm Daulat Ram vs. Firm Dharm Chand, the court held that agreement to run one of their factories at a time, and share profit from such company in equal proportion does not amount to restrain to trade or profession according to section 27, of ICA. Hence option 4 is correct.

16-C

Reason: In the insurance policies the condition for relieving the insurer from the liability of loss or damage is shorter than prescribed by the appropriate statute for filing the suit and is not hit by provision of section 28, ICA 1872 i.e. restraint to the legal proceedings. Hence option 3 is the correct answer.

17-C

A Contract wherein both parties do not agree to the same thing in the same sense would be void under the provisions of the Indian Contract Act, of 1872. However, if a contract wherein the consent of the other party is not free would not be void, but instead it would be voidable at the option of the other party who had not given the free consent as per the provisions of Section 19 of the Indian Contract Act, 1872. Hence (C) is the correct answer.

18-D

Although, a contract wherein both the parties do not agree to the same thing in the same sense would usually be void. However, the Court in the case of *Smith v Hughes* (1870) LR QB 597 has held that in certain circumstances when the terms of the contract are not expressly clear then also the contract would be valid. In this scenario Sunil had not specifically expressed that he wanted old almonds and Kunal sent him the best quality almonds, then Sunil had to accept the delivery. Hence (D) is the correct answer.

19-C

In this scenario, B has entered into an agreement with his employer who is in a dominant position and can influence the consent of B. Therefore, such a contract would be voidable at option of B as per the provisions of Section 19 of the Indian Contract Act, 1872. Hence (C) is the correct answer.

20-C

In order to enforce an agreement it is necessary that both parties should agree to the same thing and in the same sense or else the agreement would be considered void. In this scenario, Rajat and Aman have not agreed on the same thing in the same sense therefore the Contract would be void. Hence (C) is the correct answer.

21-C

According to Section 17 of the Indian Contract Act, 1872 a contract wherein one party has committed fraud with the other party would be voidable at the option of the other party. However mere silence to disclose a fact would not be considered as fraud and the contract would be valid. Hence (C) is the correct answer.

22-A

As per the provisions of the law of contract, it is a sort of conditional contract and the condition is of uncertain nature. A contract that is subject to a certain or an absolute type of condition cannot be regarded as a contingent contract. A contract, for example, to pay a sum of money on the expiry of a time or on the death of a person is not a contingent contract because these events are of a certain nature. When the condition is

of uncertain nature, then only the contract can be regarded as truly contingent. Therefore, the correct option is (a).

23-D

A contingent contract has to be distinguished from a proposal that does not result in a contract unless the condition is first fulfilled. In the above-mentioned facts of the case, an offer to pay a sum of money on the discovery of a missing dog is not a contingent contract at all. It becomes a contract only when the dog is searched out and then it is no longer contingent. Therefore, the correct option is (d).

24-C

A contract to pay a sum of money in return for some work or labour is also not contingent, no contract exists and no wages can be demanded without performing the work first. In an agreement for the sale of land, the condition was that the sale deed would be executed after the seller obtained permission for use of the land as village land. It was held that the contract was not contingent. On the other hand, a contract to pay a sum of money on the loss of a ship is a contingent contract. The contract is already there and is not to arise on loss, but the performance can be demanded only on the loss of the ship. Therefore, the correct option is (c).

25-B

The contract is contingent in nature since the term was that “ the insurance can be claimed if Y’s house is damaged due to fire from an electric short circuit”. Y’s house was damaged due to flooding, and hence the contract cannot be enforced. Hence b) is the correct answer.

26-C

A contract will be no less contingent where the happening or non-happening of the contingency depends upon the will of a party. A contract the performance of which depends upon the promisee's marriage is a contingent contract, though his marriage is a contingency exclusively within his control. The court distinguished such failure from the impossibility of performance. The failure of a contingent contract is due to the non-happening of an anticipated event, whereas the impossibility is due to the happening of an unanticipated event. Where a valid contract has arisen but is liable to be defeated on the happening of some subsequent condition, it will not be a contingent contract. The contract would also not be enforceable where the event does not happen in the way contemplated by the contract. Where a car was insured against loss in transit, the car was damaged without being put in the course of transit, the insurer was held to be not liable. Therefore, the correct option is (c).

27-D

If the sum fixed by the parties is found to be liquidated damages, the whole of it is recoverable. But if it is viewed as penalty, it is rejected. Damages will then be calculated according to ordinary principles. Such a stipulation reflects good business sense and is advantageous to both parties. It enables them to envisage the financial consequence of a breach; and if litigation proves inevitable, it avoids the difficulty and legal costs, often heavy, of proving what loss has in fact been suffered by the innocent party. Therefore, the first statement is incorrect. Hence d) is the correct option.

28-C

As per Lord Dunedin, The essence of a penalty is a payment of money stipulated as in terrorem of the offending party and the essence of liquidated damages is a genuine covenanted pre-estimate of damage. Furthermore, the question of whether a sum stipulated is a penalty or liquidated damages is a question of construction to be decided upon the terms and inherent circumstances of each particular contract. Therefore, the correct option is (c).

29-B

Various tests have been suggested by Lord Dunedin in the context of liquidated damages and penalties. It will be held to be a penalty if the sum stipulated for is extravagant and unconscionable in amount in comparison with the greatest loss that could conceivably be proved to have followed from the breach. It will be a penalty if the breach consists only in not paying a sum of money and the sum stipulated is a sum greater than the sum which ought to have been paid. There is a presumption (but no more) that it is a penalty, when a single lump sum is made payable by way of compensation, on the occurrence of one or more or all of several events, some of which may occasion a serious and others but trifling damage. Therefore, the correct option is (b).

30-D

Where the figure of compensation assessed by the parties carries some sense, whether it is reasonable or not, it will constitute the ceiling, and nothing more than that would be recoverable. They were held entitled to claim only Rs. 600. In a certain judgement, Lord Atkin pointed out that the court was not bound by the terminology used by the parties. He quoted that "Except that it is called a penalty, which in the cases is far from conclusive, it appears to be an amount of compensation measured by the period of delay, I agree that it is not a pre-estimate of actual damage." Therefore, the correct option is (d).

31-D

The rule under Section 74 of the Indian Contract Act is that where a sum is named in a contract as the amount to be paid in case of a breach, regardless of whether it is a penalty or not, the party suffering from a breach is entitled to receive reasonable compensation not exceeding the amount so named. The named sum constitutes the maximum limit of liability. The court cannot order damages beyond that. The distinction between liquidated damages and penalty has been abolished in India. The courts award reasonable compensation not exceeding the stipulation. The courts knock down agreements which are unconscionable and extravagant. Therefore, the correct option is (d) The Courts have the liberty to knock down agreements that are unconscionable and extravagant.

32-B

As per the law of contracts, when the surety is no longer liable under the obligations of an agreement, the surety is said to be discharged from liability. The surety can revoke continuing guarantee by notifying the creditor with respect to future transactions. However, revocation of a guarantee becomes effective for future transactions only while the surety remains liable for transactions already entered into. Therefore, the correct option is (b) Mr. A is liable as a surety till the point he revoked his guarantee.

Hence option 2 is correct.

33-B

As per Section 131 of the Indian Contract Act, A continuing guarantee is also terminated by the death of the surety unless parties have expressed a contrary intention. The termination is only with respect to future transactions and the heirs of surety are liable for transactions that have already taken place. As per Section 133 of the Act, the surety is held discharged when, without his consent, the creditor makes any change in the nature or terms of his contract with the principal debtor. Section 134 states that a surety is discharged when there is a contract between the principal debtor and the creditor which releases the principal debtor. Therefore, the correct option is (b) the surety is discharged when the original contract is altered, with or without his consent.

34-B

According to Section 140 of the Indian Contract Act, the surety after paying the creditor or fulfilling his obligation under the contract takes the place of the creditor. He has all rights vested in him which the creditor had against the principal debtor. This right of the surety is referred to as the right of subrogation. In Babu Rao Ramchandra Rao v Babu

ManaklalNehmal, the Court up held that “If the liability of the surety is coextensive with that of the principal debtor, his right is not less coextensive with that of the creditor after he satisfies the creditor’s debt”.

Hence 2 is the correct answer.

35-C

According to Section 135 of the Indian Contract Act, 1872, a surety can be discharged of his liability if there is any composition or a new agreement between the creditor and the principal debtor. Composition refers to variation in the original contract. In case there is a composition in the contract between the debtor and the creditor without surety’s consent, it would discharge his liability. If there is a contract between the principal debtor and the creditor whereby the creditor agrees to give some time to pay off the debt, without keeping the surety into consideration, the surety will be discharged of his liability. Section 136 states that, if there is an agreement between the creditor with a third party to provide time, then it does not discharge the surety from his liability. In the event of a contract which states that the creditor will not sue in case of default, it would result in the discharge of liability of the surety. However, Section 137 of the Act states that mere forbearance to sue will not discharge the liability of the surety.

Hence option 3 is the correct answer.

36-B

(Contracts often contain a force majeure clause that is negotiated between parties and specifies the events that qualify as force majeure events such as acts of God, wars, terrorism, riots, labor strikes, embargos, and acts of government, epidemics, pandemics, plagues, quarantines, and boycotts.)

37-B

(A catch-all phrase would have similar language to “including, but not limited to” or “any cause/ event outside the reasonable control of the parties”. Although such catch-all language is construed ejusdem generis.)

38-C

(Section 56 of the Act deals with the frustration of a contract. The present case has similar facts as that given under the Taylor vs. Caldwell case due to practical impossibility and fault of none the contract is deemed discharged.)

39-A

An offer or proposal to enter into a contract can be either expressed through words spoken or written or it can also be an implied offer which is made through the conduct of the person making the offer. In this situation, the Company made an express offer to the passengers at the bus stop as it stopped at the bus stop for picking up the passenger. Hence (A) is the correct answer.

40-C

Section 56 of the Act deals with the frustration of a contract and provides that a contract becomes void if it becomes impossible, by reason of an event which a promisor could not prevent after the contract is made.

41-B

In this scenario, Rohit has made a new offer to Rajat for buying his car at the price of Rs. 7 Lakhs, therefore the earlier offer of Rajat would lapse and now Rohit cannot compel Rajat to sell that car at the same price. Hence (B) is the correct answer.

42-B

In this scenario, Aman would have said to have made an invitation to offer, therefore a customer cannot compel him to sell his products and it is the customer who would make an offer to Aman and it would be up to Aman to accept that offer or to reject it. Hence (B) is the correct answer.

43-B

A contract becomes void if it becomes impossible, by reason of an event which a promisor could not prevent after the contract is made.

44-C

An offer can be either general or specific. When an offer is made to the general public and anybody can accept it then it would be considered as a general offer, however, when an offer is made to a particular person it would be considered as a particular offer and can be accepted by that particular person only. Hence (C) is the correct answer.

45-B

One of the essentials to make a valid offer is that it should be made with an intention to enter into legal obligations and in this scenario, A has not made an offer to B with an intention to enter into a legal obligation, therefore it cannot be considered as a valid offer. Hence (B) is the correct answer.

46-A

As per the contract law, an anticipatory breach of contract occurs when the defaulting party denies the other party unconditionally and positively, this means that the rejection must be straightforward, clear, and directed at the innocent party. Ambiguous or qualified refusal is not enough. However, an expression of doubt may indicate a prospective failure to fulfil the contract, in which case the non-breaching party may suspend its performance and request assurance from the offender. Moreover, there may be an anticipatory breach of contract when the violator is unable to carry out his actions of the contract. If the voluntary actions of the defaulting party prevent him or her from fulfilling the contractual obligations, it is considered as contract repudiation. Therefore, the correct option is (a) the non-breaching party may suspend its performance when an expression of doubts indicates a prospective failure to fulfil the contract.

47-D

According to the law of contracts, there are four key factors that are considered essential to determine whether an anticipatory breach of contract has happened or not, namely, when the party has clearly stated that it will not perform its contractual obligation and that performance is central to the contract; the renunciation or repudiation of the contract cannot be conditional on the occurrence of certain events, and thus the refusal should be unequivocal; when determining whether a reasonable person in the position of the innocent party would the refusal as clear and unequivocal, it is necessary to consider whether there has been a sufficient refusal to fulfill the contract's obligation. Therefore, the correct option is (d).

48-C

Specific performance of the contractual obligation is considered as an equitable remedy in the breach of contract, whether it is anticipated or actual. This remedy obligates the erring party to fulfill its contractual obligations, mentioned in the contract. When the contract's subject matter is the principal source of contention, the remedy of specific performance of the contract is usually granted by the court. Furthermore, due to an anticipatory breach of contract, the injured party is put in the same situation as he was before the contract was made. As a remedy, restitution focuses on repaying money or property to the aggrieved party that has been paid to the contracting party who has committed the anticipatory breach of contract. Therefore, the correct option is (c).

49-B

An actual breach of contract occurs if either of the parties fails to meet the contractual duties and obligations within the specified time period for performance, then the other party is not obligated to fulfil its obligations and can hold the erring party liable for the breach of contract. However, the erring party may express its willingness to proceed in the performance of the contract. In such cases, the decision of permitting the erring party to execute its contractual obligation would depend on the factor of whether the time or duration was the crux of such a contract. Even though both the statements are correct, the latter is not a reason for the former as the same is a condition that must be scrutinised by the court in such cases. Therefore, the correct option is (b).

50-D

In the event of a breach of contract under the law of contract, there are several remedies available to the aggrieved party, and one of them refers to the institution of the suit of quantum meruit. The expression 'Quantum Meruit' literally means 'as much as earned.' A right to sue a quantum meruit arises where a contract partially executed by one party has been terminated by a breach of the contract by the defaulting party. Such a right is based on the implied promise by the other party arising from the acceptance of a benefit by that party. Therefore, the correct option is (d).

51-A

Section 73 of the Indian Contract Act, 1872 states that an aggrieved party can only claim damages for the loss incurred due to the direct breach of the contract. The aggrieved party cannot claim remote damages which are not directly related to the breach.

Hence (A) is the correct answer.

52-C

"No consideration, no Contract is the rule of law. In Abdul Aziz v. Mazum Ali, a person verbally promised the Secretary of the Mosque Committee to subscribe to Rs.500 for the rebuilding of a mosque. Later, he declined to pay the said amount. Held, there was no consideration, and hence the -agreement was void. Therefore, option (C) is correct.

53-B

The Court only orders specific performance of the contract only if monetary damages are not sufficient enough to compensate the client or the product is not available in the

general market, and in this case since the car is available in other dealerships. A cannot sue the car dealership as the car is available with other dealerships also.

Hence (B) is the correct answer.

54-D

In *Kedarnath v. Gorie Mohammad*, it was observed by the Court that the agreement was enforceable being one supported by consideration in the form of a detriment to the promisee who had undertaken a liability to the contractors on the faith of the promise made by the promisor. Therefore, option (D) is correct.

55-D

Here Dikshit must file suit against both shopowners and the Mayor of the city. The Shopowners were not promisors, here the mayor was promisor who was not impleaded in the suit. Court stated that there was no consideration because the money was not spent by the plaintiff at the request of the defendants, but voluntarily for a third person and, thus, the contract was void (*Durga Prasad v. Baldeo*). Therefore, option (D) is correct.

56-B

Section 73 of the Indian Contract Act, 1872 states that while estimating the damages arising from a breach of contract, it is necessary that only reasonable expenses incurred by the aggrieved party are awarded. Therefore, in this case the private plane and five-star hotel are unreasonable expenses and Raju would only be entitled to claim reasonable expenses. Hence (B) is the correct answer.

57-A

Here, the act of the plaintiff is past consideration therefore minor is bound by his promise. Under Section 25 of the Indian Contract Act, it was held that the past consideration was a good consideration. Therefore, option (a) is correct.

58-B

The Indian Contract Act does not mandate that consideration must be good or valuable but it must be real and not illusory. The agreement is without consideration as the discount cannot be enforced as consideration for being unreal and illusory. Hence, the correct answer is an option (b).

59-C

In certain situations, awarding compensation or damages may not be adequate enough to compensate a party, and the aggrieved party can therefore ask for specific performance of the Contract under the Specific Relief Act, 1963.

Hence (C) is the correct answer.

60-D

In purpose of suit for specific performance is to compel the other party to do any act which he is legally obligated to do under the contract, however, if a person abstains from doing something in a contract then the aggrieved party can apply from the injunction, which would compel the other party to put forbid from doing a particular act.

Hence (D) is the correct answer.

61-D

According to the principles of the contract law, the doctrine of privity of contract ensures that a stranger to a contract can neither sue nor be sued by the parties to the contract. In the case of Price v Easton (1833)4B & Ad 433, it has been held that no one may be entitled to or bound by the terms of a contract to which he is not an original party. This ultimately means that the consideration which forms the basis for the valid contract must move from the promisee of the contract only, and by a third party to such a contract. Furthermore, a third party is not allowed to enforce a contract, even when the contract is made for his benefit. In other words, a stranger or an undisclosed principal is not allowed to sue and be sued on a contract.

62-C

It is amply clear even though a third party is not entitled to enforce a contract due to the doctrine of privity of contract, the application of this doctrine is not absolute and thus subject to certain exceptions under the contract law. The Law of Agency is another exception to the privity rule. In so far as the relationship between principal and agent is concerned, there is a privity of contract between them. The relationship between the agent and the third party comes into existence when the agent, acting within the scope of his authority, entered into a contract with the third party. However, where the contract with the third party is made by a sub-agent although the principal is a stranger to the contract, he can sue and be sued by the third party. Therefore, the second statement is untrue.

63-B

As per the Contract Law, the two aspects of the doctrine of privity of the contract are the burden aspect and the benefit aspect. As per the burden aspect, parties cannot by their contract impose liabilities or burden upon a third party since any contractual obligation upon a person who is a stranger to a contract is unjustified by law. The benefits aspect states that a stranger to a contract cannot take advantage arising out of contract and he can't sue upon the contract. This is similar to the doctrine of consideration which says that a person, who is not a party to consideration, does not have any right to sue upon the contract.

64-B

The assignment of contractual liabilities to a stranger is another exception to the doctrine of privity of contract. The general rule is that contractual liabilities cannot be assigned by the promisor to the third person without consent of the promisee. But there are certain circumstances when such an assignment may be made. According to Section 40 of the Indian Contract Act, where a contract is of impersonal nature, the promisor may employ a third person to perform his promise. Even though both the statements are correct, the latter is not the reason for the former as it is the exception in which assignment of contractual liability, without the consent of the promisee, can take place.

65-C

A quasi-contract is not a true contract it is the creation of law and given status of contracts. A quasi-contract does not have to possess essential requirements of an ordinary contract like obtaining express assent or express terms and conditions in a written binding instrument. The very basis of the formation of the quasi-contracts is that though they lack the essential requirements to be a contract even then for the sake of justice certain transactions are given special protection.

66-A

The principle of restitution is the central idea of the given paragraph. The courts seek to recover compensation for which the claimant is the rightful owner. Compensation can be in cash or some kind or form of service but generally, it is monetary relief. It is pertinent to prove that the good or service in question was received unjustly, unlawfully, fraudulently, or in a morally wrong.

67-D

According to Pollock & Mulla, there are certain justifications for which the doctrine of privity of contract under the contract law was propounded. Firstly, as a contract is based

on a mutual agreement, it would be unfair to impose obligations on a party who may not have given his consent to be bound. Secondly, enabling third parties to enforce contracts would affect or limit the rights of contracting parties to vary or terminate the contract. Thirdly, a third party may not have provided the consideration, and hence should not be able to enforce the contract. Lastly, the promisor is likely to face two actions, from the promisor and the third party.

68-D

General rule is that if Indian law is there, then there is no need to take aid from the law of some foreign nation but if Indian law does not cover the arising situation then help can be taken from other nation's law to guide the Courts. Similarly, the English law of quasi-contract or restitution is to be made applicable in India in respect of cases that fall outside Chapter V of the Indian Contract Act.

69-A

It is a general equitable principle that a person should not profit at another's expense and therefore should make restitution for the reasonable value of any property, services, or other benefits that have been unfairly received and retained. Quasi-contracts are designed to promote fair treatment, or equity, between the parties involved. The quasi-contracts are formed where legal agreements were not formed but should have been.

70-C

A quasi-contract is also known as an implied contract or a constructive contract. Where a true contract is missing the court presumes that there was a contract that regulates the transaction. As quasi-contracts are not contracts per se, assent from all parties is not mandatory. It is possible to impose a certain obligation without considering the intent of either party, Court is empowered to do so.

71-C

As per the principles of the contract law, the party repudiating the contract may nevertheless choose to perform when the time comes and the promisee will be bound to accept the same. The party keeping the contract alive is not absolved from tendering further performance of his own obligation under the contract. The principle is applicable to premature termination of a contract of employment. If the employee does not accept

the repudiation, the contract remains alive whether he is permitted to perform his duties or not. If the promisee does not accept the anticipatory repudiation, damages will be assessed at the time fixed for performance and the promisee takes the risk of market rate falling. If there was no acceptance, the contract remains alive for the benefit of both parties. Therefore, the correct option is (c) The damages are assessed at the time fixed for performance of the contract.

72-C

In considering whether there has been a repudiation of a contract by a party, the whole conduct of that party has to be assessed objectively, not subjectively in order to see whether there was an intention to abandon and refuse performance of the contract. Every minor irregularity in the performance of a contract cannot be seized upon as a repudiation so as to put a premature end to the contract. The court has to take into account the effect of the breach upon the contract as a whole. Therefore, the correct option is (c) the effect of the breach upon the contract must be considered as a whole.

73-C

The facts of the above-mentioned case are similar to the case of *Rash Behary Shaha v Nirttya Gopal Nundy*. The Calcutta High Court in the said case held that as there was no refusal on the part of Mr. A to perform his promise in its entirety within the meaning of Section 39 of the Indian Contract Act, and thus Mr. B was not entitled to rescind the contract. Therefore, the correct option is (c) both the contracts are not repudiated since there was no refusal altogether to perform the contract by the erring party.

74-A

In the case of *Gurdial Singh v Pearey Lai Malhari*, AIR 1982 Del 120, the Court up held that the money was paid by the plaintiff in part discharge of the consideration or to become due to them from him under the contract. It was a benefit or advantage received under the contract which the defendants were bound to restore, though the defendants may set off this amount against the plaintiff's claim such damage as they had sustained. Therefore, the correct option is (a) restitution.

75-D

In the case of *Sumpter v Hedges*, (1898) 1 QB 673 (CA), the court held that the contractor was entitled to get the value of the materials so used but not to any amount for working. He had abandoned the contract. The owner completed and occupied whatever he found on the ground. That could not be regarded as accepting or enjoying the benefit of the work done by the contractor. Therefore, the suit for quantum meruit

would not apply. Claim for restitution applies only when the plaintiff had received any monetary benefit in the contractual relation with the defendant and has also instituted a suit for damages. Here, the claim for damages is also not applicable as the defendant has not suffered any damage per se due to the acts of the plaintiff. Therefore, the correct answer is (d) none of the above

76-B

The acceptance of offer took place in only option B where one party offers and the other party accepts the offer which makes the contract. That's why option (B) is correct

77-C

Boy is minor as per the given principle in contract, no, contract is formed between A & B. To enter into a contract a person must attain the age of 18. Hence, option C is correct.

78-A

The communication of a proposal is complete when it comes to the information on the individual to whom it is made. As against the proposer. Hence proved option (A) is correct.

79-A

The offer of any service must be communicated between two or more parties, if any service is without any offer or communication then the person is not liable for any monetary remuneration. That is why option (A) is correct.

80-A

When communication of the offer is done with the knowledge party that it should have been made to. Completion of an offer and acceptance is a must. Hence option (A) is correct.

81-B

To constitute an attempt' within the meaning of Sec. 511, intention alone is not enough and there must be some overt act towards the commission of an offence, S did intend to import banned milk, but the actual import was of soya milk; thus, he cannot be held liable for an attempt to import a banned item. S's act is intrinsically useless or defective, thus it cannot be said that such act is an act towards the commission of an offence. The situation, in this case, could be equated with one where a person intending to hurt

another by administering poison administers a harmless substance (as he is cheated by the chemist from whom he purchased it), believing it to be poisonous, he can't be convicted of an attempt to do so.

82-B

As per the question, there was a contract to provide 50 tins of sunflower oil. Ram is entitled to 50 tins of sunflower oil or, to receive the measure of damages between the market price and contract price of the sunflower oil at the time of breach as per section 73 of ICA, 1872. Hence, option (b) is correct

83-C

According to section 73, ICA, 1872, there is no doubt that there is a breach of contract but not an absolute breach. Peter is entitled to payment for the three months for which he had performed but not for the 4th month. Hence, Option (c) is correct

84-C

It is considered a minor breach because nothing significant like - company details, testimonials, etc. have been skipped. A developer can easily add a team page even after completing the website. Hence, option (c) is correct.

85-B

In the present situation, half of the consignment was destroyed during the shipment. The whole consignment is insured for the amount of 100 crores. A would be liable for half of the amount i.e. 50 crores only, not for the whole amount of 100 crores.

Hence, option (b) is correct

86-D

According to section 73, ICA, 1872, the violation of an agreement or a contract that occurs when one party fails to fulfil its promises as per the provisions given in the agreement is known as a breach but there is no such agreement to deliver the mobile before the PUBG tournament. There is no breach so there would be no compensation. Hence, option (d) is correct

87-B

The privity rule or the doctrine of privity states that only the parties to a contract are the ones who have the authority to enforce it. However, there are certain exceptions like

contracts with minors, trusts, family arrangements etc, but the general principle stands the same. Hence 2) is the correct answer.

88-A

No contract has been created in the given scenario since X never accepted any offer by Y. Even if Y accepted the initial asking price of X, his offer to buy was not accepted by X, hence there is no creation of contract since offer and acceptance are essential for contract creation. Hence 1) is the correct answer.

89-B

Apart from the offer, acceptance and consideration, another important element of the contract is the “meeting of minds” or the Consensus ad idem. In this scenario, X is of the idea that a black cover has been delivered to him, which he discovers is white only after he had received it. Hence 2) is the correct answer.

90-C

In this scenario, the contract is valid and is made with consensus ad idem. The amount that X and Z charge are irrelevant here since the amount Y was aware of the amount that he was charged with. The principle of quantum meruit comes into effect here since X is liable to be paid for the amount of work done. Hence, 3) is the correct answer.

91-C

When a contract is made between the trustee of a trust and another party, the beneficiary of the trust can sue by enforcing their rights under the trust even if they are unfamiliar with the contract.

A trust was formed with Ravi as the beneficiary for a specified amount and share of the estate. Therefore, Ravi had the right to sue against the contract between Arjun and his father, even if he was not a party to it.

92-B

Under torts, the claim is for unliquidated damages, whereas for breach of contract, the suit is filed to seek liquidated damages which are already determined by the parties to the contract while entering into the contract. In torts, the amount of compensation is not predetermined by the parties to the suit, rather, it is at the discretion of the court to assess the amount of harm or loss suffered by the plaintiff and grants the damages accordingly.

93-B

Reasonable foreseeability is a test of remoteness in the law of torts. Therefore, according to this test, if the consequences of a wrongful act could have been foreseen by a reasonable man, they are not too remote. A person is liable for the Doctrine of the remoteness of damages in the law only when his wrongful conduct is directly related to the effect of his action.

94- A

The liability on the person who has committed a breach which may fairly and reasonably be considered as arising naturally from the breach. It is assumed for the purpose that a reasonable vendor understands the ordinary business practices and exigencies of his buyer's trade or business without the need for any special discussion or communication. Therefore, Bachan Singh is liable to pay the compensation also along with damages for the defective chain breaks.

95-D

When there is an absence of specific communication, a particular type of loss will fairly and reasonably be regarded as having been in the contemplation of the parties for the purpose of the general principle if there is a serious possibility or real danger or grave risk or grave danger of its occurrence. A loss may seem to be recoverable where the probability of its occurrence is less than an even chance but is nevertheless not very unusual and easily foreseeable.

96-B

When there is an absence of specific communication, a particular type of loss will fairly and reasonably be regarded as having been in the contemplation of the parties for the purpose of the general principle if there is a serious possibility or real danger or grave risk or grave danger of its occurrence. A loss may seem to be recoverable where the probability of its occurrence is less than an even chance but is nevertheless not very unusual and easily foreseeable.

In the present case defendant will not be liable for loss of woman as this injury is not foreseeable by defendant.

97-D

In the case of Carter v. White, (1883), a case with similar facts whereby the court held that the Agent's power to fill in the name of the drawer was not considered to be terminated upon the death of the principal if the principal empowered the agent.

98-B

In the case of *Trueman v. Loder* (1840), Court observed that it makes no sense whether the agent intended to retain the contract on his own account in a specific situation. The court stated that it was quite unfair to ask the principal to tell the whole world that he had revoked his agent's authority and that it should not be expected that he would contact someone with whom the agent was willing to enter into a deal and inform him of the termination.

99-C

If, after the expiration of the time so stipulated in the contract, the parties continue their relationship as principal and agent, a rebuttable presumption is raised that their relations are governed by the original contract and that the contract is renewed for a similar period. But, if the parties did not fix any appropriate time for the termination of the contract, the contract is deemed to be terminated after a reasonable time.

100-A

An agency may be revoked at the will of the principal when an agency is not coupled with an interest, and no third party's rights are involved. The party terminating the agency must show good cause. The Principal cannot escape the obligation but he is empowered to do whatever he desires to do with his business.

LAW OF TORTS

Q1.Read the following passage and answer the question

By analysing the need to modify the 19th-century rule of Strict Liability the apex court of India in M.C. Mehta case stated that Moreover the principle so established in Ryland v. Fletcher of strict liability cannot be used in the modern world, as the very principle was evolved in the 19th century, and in the period when the industrial revolution has just begun, this two-century-old principle of tortuous liability cannot be taken as it is in the modern world without modifications".

Justice Bhagwati also stated that the rule of strict liability evolved in the 19th century, the time when industrial developments were at the primary stage, in today's modern industrial society where hazardous or inherently dangerous industries are necessary to carry out development programmes, thus this old rule cannot be held relevant present-day day context. Also, one cannot feel inhibited by this rule which evolved in the context of a totally different social and economic structure. In India, the general rule of Ryland V. Fletcher is accepted, though the principle is needed to be modified in its application to the Indian consideration.

The difference between Strict and Absolute liability rules was laid down by the Supreme Court in M.C. Mehta v. Union of India, where the court explains as: Firstly, In Absolute Liability only those enterprises shall be held liable which are involved in hazardous or inherently dangerous activities, this implies that other industries not falling in the above ambit shall be covered under the rule of Strict liability. Secondly, the escape of a dangerous thing from one's own land is not necessary; it means that the rule of absolute liability shall be applicable to those injured within the premise and persons outside the premise. Thirdly, the rule of Absolute liability does not have an exception, whereas some exceptions were provided in the rule of Strict Liability. Also, in the case of Union of India V. Prabhakaran Vijay Kumar, the view of the constitutional bench was that the rule of MC Mehta is not subject to any type of exception. Fourthly, the Rule of Ryland V Fletcher applies only to the non-natural use of land but the new rule of absolute liability applies to even the natural use of land. If a person uses a dangerous substance which may be a natural use of land & if such substance escapes, he shall be held liable even though he has taken proper care. Further, the extent of damages depends on the magnitude and financial capability of the institute. Supreme Court also contended that: The enterprise must be held to be under an obligation to ensure that the hazardous or inherently dangerous activities in which it is engaged must be conducted with the

highest standards of safety and security and if any harm results on account of such negligent activity, the enterprise/institute must be held absolutely liable to compensate for any damage caused and no opportunity is to given to the enterprise to say that it had taken all reasonable care and that the harm caused without any negligence on his part

Question What is the extent of liability in case of absolute liability?

- A) Liability up to the amount of loss/damages that occurred.
- B) The amount of liability depends upon the financial capacity of the accused
- C) Liability up to the personal assets
- D) Liability up to the business assets

Q2. Read the passage and answer the question that follow.

The principle of strict liability evolved in the case of Rylands v Fletcher. In the year 1868, the principle of strict liability states that any person who keeps hazardous substances on his premises will be held responsible if such substances escape the premises and cause any damage. Going into the facts of the case, F had a mill on his land, and to power the mill, F built a reservoir on his land. Due to some accident, the water from the reservoir flooded the coal mines owned by R. Subsequently, R filed a suit against F. The Court held that the defendant built the reservoir at his own risk, and in course of it, if any accident happens then the defendant will be liable for the accident and escape of the material.

Going by the principle laid in this case, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes then such person will be answerable for the damage caused. The person from whose property such a substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part, but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorise a liability under the head of strict liability.

The rule of absolute liability, in simple words, can be defined as the rule of strict liability minus the exceptions. In India, the rule of absolute liability evolved in the case of MC Mehta v Union of India. This is one of the most landmark judgments which relates to the concept of absolute liability.

The facts of the case are that some oleum gas leaked in a particular area in Delhi from the industry. Due to the leakage, many people were affected. The Apex Court then evolved the rule of absolute liability on the rule of strict liability and stated that the defendant would be liable for the damage caused without considering the exceptions to the strict liability rule.

Question: X owns a large estate that has a huge orchard of various types of plants. Y owns a neighbouring farm and owns 5 goats. One night, one of Y's goats enters X's orchard and eats leaves and flowers of a poisonous weed plant. Decide the liability.

- A) X is liable to pay compensation to Y because of the loss caused due to goats death
- B) X is liable to pay compensation to Y because having a poisonous plant in his orchard gives rise to strict liability
- C) X is not liable to compensate Y for the loss since the loss was caused due to the goat's intrusion
- D) Y is liable to compensate X since the goat trespassed X's estate

Q3. Read the passage and answer the question that follow.

The principle of strict liability evolved in the case of Rylands v Fletcher. In the year 1868, the principle of strict liability states that any person who keeps hazardous substances on his premises will be held responsible if such substances escape the premises and cause any damage. Going into the facts of the case, F had a mill on his land, and to power the mill, F built a reservoir on his land. Due to some accident, the water from the reservoir flooded the coal mines owned by R. Subsequently, R filed a suit against F. The Court held that the defendant built the reservoir at his own risk, and in course of it, if any accident happens then the defendant will be liable for the accident and escape of the material.

Going by the principle laid in this case, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes then such person will be answerable for the damage caused. The person from whose property such a substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part, but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorise a liability under the head of strict liability.

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Question: X and Y are two residents of society. X stays at the top floor and Y stays at a floor lower than X. They both decide to construct a rainwater harvesting unit on the roof, and the materials needed for it. One day the rainwater harvesting unit leaks which cause water to seep into X's house. X sues Y for the damages. Decide.

- A) Y is not liable since the rainwater leaking is an act of God
- B) Y is liable is since rain might be act of God but the idea of harvesting it makes it man-made
- C) Y is not liable since the rainwater harvesting unit was constructed with the consent of both
- D) Y is liable as he should have constructed the rainwater harvesting unit keeping in mind that leakage can occur

Q4. Read the passage and answer the question that follow.

The principle of strict liability evolved in the case of *Rylands v Fletcher*. In the year 1868, the principle of strict liability states that any person who keeps hazardous substances on his premises will be held responsible if such substances escape the premises and cause any damage. Going into the facts of the case, F had a mill on his land, and to power the mill, F built a reservoir on his land. Due to some accident, the water from the reservoir flooded the coal mines owned by R. Subsequently, R filed a suit against F. The Court held that the defendant built the reservoir at his own risk, and in course of it, if any accident happens then the defendant will be liable for the accident and escape of the material.

Going by the principle laid in this case, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes then such person will be answerable for the damage caused. The person from

whose property such a substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part, but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorise a liability under the head of strict liability.

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Question: X is in-charge of the waste disposal unit of a pesticide factory. The pesticide factory has all the necessary permits needed for the manufacturing of the pesticides. All the waste products of the pesticide factory are disposed of at a reservoir that is located 5 kilometres away from the factory and any residential area. Y owns a large estate around 2 kilometres away from the reservoir, and owns three horses. One day one of the horses escapes from the estate and drinks water from the waste disposal reservoir and dies. Y sues the factory and X. Decide.

- A) X is not liable for the loss of Y, but the factory is
- B) X is liable for the loss that Y faced since he should not dump waste inappropriately
- C) The factory is liable because of the doctrine of "strict liability"
- D) Neither the factory nor X is liable for the loss caused to Y since the waste was dumped appropriately

Q5. Read the passage and answer the question that follow.

The principle of strict liability evolved in the case of *Rylands v Fletcher*. In the year 1868, the principle of strict liability states that any person who keeps hazardous substances on his premises will be held responsible if such substances escape the premises and cause any damage. Going into the facts of the case, F had a mill on his land, and to power the mill, F built a reservoir on his land. Due to some accident, the

water from the reservoir flooded the coal mines owned by R. Subsequently, R filed a suit against F. The Court held that the defendant built the reservoir at his own risk, and in course of it, if any accident happens then the defendant will be liable for the accident and escape of the material.

Going by the principle laid in this case, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes then such person will be answerable for the damage caused. The person from whose property such a substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part, but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorise a liability under the head of strict liability.

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Question: X owns a small pet shop which he runs on lease in a small locality. Y is an animal enthusiast who is planning an NGO for stray dog's adoption. Y opens his office just 500 metres away from X's shop. This causes the majority of the people to adopt dogs, and this leads to X facing a loss in business which ultimately led him to shut his shop and relocate. X now files a suit against him for damages. Decide.

- A) Y is not liable for any damages since there is no legal right of X that he has infringed
- B) Y is liable for damages since his right to life has been infringed
- C) Y is not liable for any damages since the NGO is for a noble cause and not profit-making
- D) Y is liable for damages since he needed X's consent before opening the NGO near his shop

Q6. Read the passage and answer the question that follow.

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Question: X is a huge fan of movies and takes part in small enactments since his school time. When a movie gets scheduled to be shot in his town, he turns up for the audition. X is chosen to play the role of a vendor in the movie. His scene is supposed to be shot from a drone. However, while shooting, the drone malfunctions and falls on X leaving him with multiple injuries. Decide.

A) X is not liable for any damages because of the principle "volenti non fit injuria"

- B) X is liable to be paid the damages since he was auditioned and selected for the role, hence his safety is the crew's responsibility
- C) X is not liable to be paid for any damages because the drone malfunctioning was not a circumstance to be reasonably foreseen by the crew
- D) X is liable to be paid the damages since his scene could have been shot with the conventional camera

Q7. Read the given passage very carefully and answer the question.

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process. Professor Winfield has the following to say about the law of malicious prosecution: "It had to make its way between two competing principles, -freedom of action that every man should have in bringing criminals to justice and the necessity for checking lying accusations of innocent people. For some time the judges oscillated between apprehension of scarring off a just accuser and fear of encouraging a malicious one." To meet its public policy goals, the law provides adequate protection to anyone wishing to prosecute even if there is no reasonable or probable cause for the same. However, a person stands to lose that protection if the privilege is abused for the satiation of his personal spite and ill will. Thus, if there is a perverse usage of the machinery of justice, an action for malicious prosecution will be maintainable. There must have been a prosecution initiated by the defendant. The word 'prosecution' means a proceeding in a court of law charging a person with a crime. To prosecute is to set the law in motion and the law is set in motion only by an appeal to some person clothed. The person to be sued is the person who was 'actively instrumental in putting the law in force. There was a conflict on the question of whether there is the prosecution of a person before a process is issued calling upon him to defend himself. One view was that a prosecution began only when the process was issued and there could be no action when a magistrate dismissed a complaint under section 203 of the code of criminal procedure. The other view was that a prosecution commenced as soon as a charge was made before the court and before the process was issued to the accused.

Question : Malicious Prosecution balance between two competing interests which are those two competing interests?

- A) Freedom to take action and keep a check on false accusations

- B) Freedom to express and keep a check on lies told on social platforms
- C) Freedom to expression and limiting the unnecessary litigation on trivial matters
- D) All of the above

Q8. Read the given passage very carefully and answer the question.

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process. Professor Winfield has the following to say about the law of malicious prosecution: "It had to make its way between two competing principles, -freedom of action that every man should have in bringing criminals to justice and the necessity for checking lying accusations of innocent people. For some time the judges oscillated between apprehension of scarring off a just accuser and fear of encouraging a malicious one." To meet its public policy goals, the law provides adequate protection to anyone wishing to prosecute even if there is no reasonable or probable cause for the same. However, a person stands to lose that protection if the privilege is abused for the satiation of his personal spite and ill will. Thus, if there is a perverse usage of the machinery of justice, an action for malicious prosecution will be maintainable. There must have been a prosecution initiated by the defendant. The word 'prosecution' means a proceeding in a court of law charging a person with a crime. To prosecute is to set the law in motion and the law is set in motion only by an appeal to some person clothed. The person to be sued is the person who was 'actively instrumental in putting the law in force. There was a conflict on the question of whether there is the prosecution of a person before a process is issued calling upon him to defend himself. One view was that a prosecution began only when the process was issued and there could be no action when a magistrate dismissed a complaint under section 203 of the code of criminal procedure. The other view was that a prosecution commenced as soon as a charge was made before the court and before the process was issued to the accused.

Question MUNISH after losing his business to JAGDISH due to unpaid debt, threatened JAGDISH that he will take revenge and sue JAGDISH for cheating him. JAGDISH thought of taking a civil action against MUNISH what are the remedies available to him?

- A) Damages for the tort of malicious prosecution
- B) Damages for the tort of defamation

- C) Damages for the tort of trespassing his business
- D) None of the above

Q9. Read the given passage very carefully and answer the question.

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process. Professor Winfield has the following to say about the law of malicious prosecution: "It had to make its way between two competing principles, -freedom of action that every man should have in bringing criminals to justice and the necessity for checking lying accusations of innocent people. For some time the judges oscillated between apprehension of scarring off a just accuser and fear of encouraging a malicious one." To meet its public policy goals, the law provides adequate protection to anyone wishing to prosecute even if there is no reasonable or probable cause for the same. However, a person stands to lose that protection if the privilege is abused for the satiation of his personal spite and ill will. Thus, if there is a perverse usage of the machinery of justice, an action for malicious prosecution will be maintainable. There must have been a prosecution initiated by the defendant. The word 'prosecution' means a proceeding in a court of law charging a person with a crime. To prosecute is to set the law in motion and the law is set in motion only by an appeal to some person clothed. The person to be sued is the person who was 'actively instrumental in putting the law in force. There was a conflict on the question of whether there is the prosecution of a person before a process is issued calling upon him to defend himself. One view was that a prosecution began only when the process was issued and there could be no action when a magistrate dismissed a complaint under section 203 of the code of criminal procedure. The other view was that a prosecution commenced as soon as a charge was made before the court and before the process was issued to the accused.

Question Which of the following is not an essential ingredient for the tort of malicious prosecution?

- A) False prosecution by the plaintiff against the defendant
- B) Without any actual reasonable cause
- C) With malicious intentions to harass the plaintiff
- D) None of the above

Q10. Read the following passage and the question.

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort, making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams). This doctrine is based on the idea that “no man can enforce a right that he himself has waived or voluntarily abandoned”. However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be expressed or implied.

The consent must be free, For this defence to be available it is important to show that the consent of the plaintiff was freely given. Consent obtained by fraud is not real consent and does not serve as a good defence. Consent obtained under compulsion There is no consent when someone consents to an act without free will or under some compulsion. It is also applicable in cases where the person giving consent does not have full freedom to decide. This situation generally arises in a master-servant relationship where the servant is compelled to do everything that his master asks him to do. The defense of Volenti non fit injuria is also not applicable in cases of negligence as the basic constituent of the doctrine is consent- whether implied or expressed. But, if due to some act of the defendant, the plaintiff is not left with ample time to choose to provide consent or not, there can be no agreement to suffer harm from the said act.

Question - Rishi took his car to fill the petrol in it. Two strangers named Neeraj and Ali took a lift in the car. The car got toppled due to some problem with the wheel. Neeraj and Ali fell out of the car and they suffered some injuries leading to the death of Ali. What is the liability of Rishi?

- A) He is liable for murdering Ali
- B) No liability arises because they voluntarily took the lift
- C) No liability arises because it was merely an accident
- D) He is liable for committing grievous hurt to Neeraj and the death of Ali

Q11. Read the given passage very carefully and answer the question.

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation.

The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process. Professor Winfield has the following to say about the law of malicious prosecution: "It had to make its way between two competing principles, -freedom of action that every man should have in bringing criminals to justice and the necessity for checking lying accusations of innocent people. For some time the judges oscillated between apprehension of scarring off a just accuser and fear of encouraging a malicious one." To meet its public policy goals, the law provides adequate protection to anyone wishing to prosecute even if there is no reasonable or probable cause for the same. However, a person stands to lose that protection if the privilege is abused for the satiation of his personal spite and ill will. Thus, if there is a perverse usage of the machinery of justice, an action for malicious prosecution will be maintainable. There must have been a prosecution initiated by the defendant. The word 'prosecution' means a proceeding in a court of law charging a person with a crime. To prosecute is to set the law in motion and the law is set in motion only by an appeal to some person clothed. The person to be sued is the person who was 'actively instrumental in putting the law in force. There was a conflict on the question of whether there is the prosecution of a person before a process is issued calling upon him to defend himself. One view was that a prosecution began only when the process was issued and there could be no action when a magistrate dismissed a complaint under section 203 of the code of criminal procedure. The other view was that a prosecution commenced as soon as a charge was made before the court and before the process was issued to the accused.

Question : Relief against malicious prosecution can be asked for which of the following damages by the plaintiff?

- A) Damage to reputation
- B) Damage to person
- C) Damage to property
- D) All of the above

Q12. Read the given passage very carefully and answer the question.

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process. Professor

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Question Which of the following statements is incorrect?

- A) Malicious prosecution consists of instituting unsuccessful criminal, bankruptcy, or liquidation proceedings.
- B) Malicious prosecution consists of instituting unsuccessful legal proceedings, civil or criminal.
- C) Action for malicious prosecution will not succeed if no damage results thereby.
- D) The criminal prosecution should be without any reasonable or probable cause.

Q13. Read the following passage and the question.

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort, making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams). This doctrine is based on the idea that "no man can enforce a right that he himself has waived or voluntarily abandoned". However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily

suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be expressed or implied.

The consent must be free, For this defence to be available it is important to show that the consent of the plaintiff was freely given. Consent obtained by fraud is not real consent and does not serve as a good defence. Consent obtained under compulsion There is no consent when someone consents to an act without free will or under some compulsion. It is also applicable in cases where the person giving consent does not have full freedom to decide. This situation generally arises in a master-servant relationship where the servant is compelled to do everything that his master asks him to do. The defense of Volenti non fit injuria is also not applicable in cases of negligence as the basic constituent of the doctrine is consent- whether implied or expressed. But, if due to some act of the defendant, the plaintiff is not left with ample time to choose to provide consent or not, there can be no agreement to suffer harm from the said act.

Question - Abha, a renowned academician has recently got a lot of public attention on social media. A famous production house offered Abha money to give them the right to document her life. When the show got aired Abha sued the production house for revealing some parts of her life which caused her trouble. Here-

- A) Abha cannot sue the production house
- B) Abha can sue the production house if she did not consent to a specific part being aired
- C) Abha can only file a criminal case of defamation
- D) Abha shouldn't have agreed to get herself documented in the first place

Q14. Read the following passage and the question.

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Question - Rajani a 54-year-old woman complained of sharp pain in her chest area and also noticed woman noticed a lump in her breast. After the medical treatment, she got to know that her uterus has been removed. Here-

- A) The hospital authorities committed a breach of trust
- B) The hospital authorities are liable because Rajani did not consent to remove her uterus
- C) The hospital authorities cannot be held liable because it is covered by the doctrine of volenti fit injuria
- D) Hospital authorities are not liable because Rajani is 54 years old and she cannot conceive at this age so no injury is caused to her

Q15.Read the following passage and the question.

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Question - Stephy is the plaintiff her paramour Jojo had infected her with a venereal disease. Stephy brought a suit against him.

- A) Jojo is not liable because he did not commit any fraud
- B) Jojo is liable for committing an immoral act
- C) Stephy cannot sue Jojo as she was not chaste
- D) The action will survive

Q16. Read the following passage and the question.

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Question - Pratik worked on a drill to cut mountain rocks. Stones were being carried using a crane above his head. While Pratik was working suddenly a stone fell on his head causing head injuries.

- A) Crane driver was negligent as they did not inform him.
- B) Crane driver is not liable because Pratik has knowledge of risk.
- C) The maxim volenti non fit injuria applies in the present case.
- D) Crane driver is liable only if Pratik ignores the safety instructions but still the maxim volenti non fit injuria doesn't apply.

Q17. Read the following passage and the question.

The tort of trespass can be defined as an unjustifiable physical interference of land in the possession of one party by another. The tort of trespass requires essentially only the possession of land by the plaintiff and just encroachment in some way by the defendant. There requires no force, unlawful intention, or damage nor the breaking of an enclosure. The express mention of the word interference is mainly there to imply permission. Permission to encroach onto one's land can either be obtained by the person in possession or under authority. One of the most important ingredients of a tort of trespass is the fact that the land in question which has been encroached upon essentially needs to be in the direct possession of the plaintiff and not just mere physical presence on it. Another essential provision of the tort of trespass includes the directness of the act. If the act is direct i.e. arising out of the natural consequences of the act of the defendant then it is valid. If the consequences of the act are a result of a remote effect of an act then it is not held to be a valid suit. Trespass, be it against a human or his property, needs to establish the fact that there was a common goal i.e. the objective is that there needs to be an intervention with the person's right to retain land or the fact of maintaining a right to personal dignity.

The tort of trespass can be safely segregated into two halves which are Criminal trespass and trespass to land or property. The principle in the cases of both is the same i.e. there should be a wrongful interference. In the case of Land trespass, it is to be noted that though everyone has a right to the enjoyment of property one cannot sue for aerial trespass if the trespass is such that it doesn't clash with the ordinary enjoyment of

Land. Furthermore, in the case of land, it is to be seen if the act is direct or indirect i.e. if the trespass is not the natural consequence of the act done. Then the tort does not apply. Mistake or ignorance is not a remedy to trespass.

Question - Vishudh erects a tree that leads to the growth of branches and boughs and roots onto the land of the Praveen. Praveen can bring an action of-

- A) Tort of trespass
- B) Tort of nuisance
- C) Both trespass and nuisance
- D) Praveen cannot bring any action as it is an Act of God

Q18. Read the following passage and the question.

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Question - The municipal corporation had constructed a bridge and to support the infrastructure they erected buttresses on Sunita's land and after completion of work did not remove them

- A) The authorities were not liable to pay compensation
- B) There can be no action against government bodies
- C) The authorities are not liable because this is public welfare work and some inconvenience to the public cannot be held liable for action
- D) The authorities were liable to pay full compensation and had a further action in continuing trespass in which they were held liable

Q19. Read the following passage and the question.

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Question - Raghav filed a tort suit against Airjet Airlines for trespassing on his airspace and encroaching upon his right to freely enjoy his property. Here the action brought by Raghav will-

- A) File a tort suit of trespass against Jitendra
- B) Survive
- C) Survive if Raghav proves that aeroplanes enter his land
- D) The tort of trespass is not applicable to aerial space

Q20. Read the following passage and the question.

The tort of trespass can be defined as an unjustifiable physical interference of land in the possession of one party by another. The tort of trespass requires essentially only the possession of land by the plaintiff and just encroachment in some way by the defendant. There requires no force, unlawful intention, or damage nor the breaking of an enclosure. The express mention of the word interference is mainly there to imply permission. Permission to encroach onto one's land can either be obtained by the person in possession or under authority. One of the most important ingredients of a tort of trespass is the fact that the land in question which has been encroached upon essentially needs to be in the direct possession of the plaintiff and not just mere physical presence on it. Another essential provision of the tort of trespass includes the directness of the act. If the act is direct i.e. arising out of the natural consequences of the act of the defendant then it is valid. If the consequences of the act are a result of a remote effect of an act then it is not held to be a valid suit. Trespass, be it against a human or his property, needs to establish the fact that there was a common goal i.e. the objective is that there needs to be an intervention with the person's right to retain land or the fact of maintaining a right to personal dignity.

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Question - Jitendra by adverse possession absolved his right to possession over Nihal's land. Nihal can-

- A) File a tort suit of trespass against Jitendra
- B) File a tort suit of assault against Jitendra
- C) File a tort suit of nuisance against Jitendra
- D) File a tort suit of nuisance against Jitendra

Q21. Read the following passage and the question.

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Question - By court order, Mr.Das Searched and seized some goods from the house of Mahesh.

- A) Mr. Das illegally committed a trespass
- B) Mr. Das is innocent
- C) Mahesh has every right to throw Mr. Das out of his premises

D) Mahesh can use aggressive means to defend his property against encroachment

Q22. Read the following passage and answer the question

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams).

This doctrine is based on the idea that “no man can enforce a right that he himself has waived or voluntarily abandoned”. However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be express or implied.

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Question: Abha a renowned academician recently got a lot of public attention on social media. A famous production house offered Abha money to give them the right to document her life. When the show got aired Abha sued the production house for revealing some parts of her life which caused her trouble. Here-

- A) Abha cannot sue the production house
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- A) The hospital authorities committed a breach of trust
- B) The hospital authorities are liable because Rajani did not consent to remove her uterus
- C) The hospital authorities cannot be held liable because it is covered by the doctrine of volenti fit injuria
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Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams).

This doctrine is based on the idea that “no man can enforce a right that he himself has waived or voluntarily abandoned”. However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be express or implied.

The consent must be free, For this defence to be available it is important to show that the consent of the plaintiff was freely given. Consent obtained by fraud is not real consent and does not serve as a good defence. Consent obtained under compulsion There is no consent when someone consents to an act without free will or under some compulsion. It is also applicable in cases where the person giving consent does not have full freedom to decide. This situation generally arises in a master-servant relationship where the servant is compelled to do everything that his master asks him to do. The defense of Volenti non fit injuria is also not applicable in cases of negligence as the basic constituent of the doctrine is consent- whether implied or expressed. But, if due to some act of the defendant, the plaintiff is not left with ample time to choose to provide consent or not, there can be no agreement to suffer harm from the said act.

Question: Stephy is the plaintiff her paramour Jojo had infected her with a venereal disease. Stephy brought a suit against him.

- A) Jojo is not liable because he did not commit any fraud
- B) Jojo is liable for committing an immoral act
- C) Stephy cannot sue Jojo as she was not chaste
- D) The action will survive

Q25. Read the following passage and answer the question

Volenti non fit injuria-It basically means the voluntary assumption of risk. When a person consents to the infliction of harm upon himself, he has no remedy for that in tort making this an excellent defence for the defendant against tortious liability. Consent forms an essential part of this doctrine- whether it is implied or expressed. It must not be obtained fraudulently (as held in R. v. Williams).

This doctrine is based on the idea that “no man can enforce a right that he himself has waived or voluntarily abandoned”. However, the harm caused must not be beyond what is consented to. In case, a plaintiff voluntarily suffers some harm, he has no remedy for that under the law of tort and he is not allowed to complain about the same. The reason behind this defence is that no one can enforce a right that he has voluntarily abandoned or waived. Consent to suffer harm can be express or implied.

The consent must be free, For this defence to be available it is important to show that the consent of the plaintiff was freely given. Consent obtained by fraud is not real consent and does not serve as a good defence. Consent obtained under compulsion There is no consent when someone consents to an act without free will or under some compulsion. It is also applicable in cases where the person giving consent does not have full freedom to decide. This situation generally arises in a master-servant relationship where the servant is compelled to do everything that his master asks him to do. The defense of Volenti non fit injuria is also not applicable in cases of negligence as the basic constituent of the doctrine is consent- whether implied or expressed. But, if due to some act of the defendant, the plaintiff is not left with ample time to choose to provide consent or not, there can be no agreement to suffer harm from the said act.

Question :Pratik worked on a drill to cut mountain rocks. Stones were being carried using a crane above his head. While Pratik was working suddenly a stone fell on his head causing head injuries.

- A) Crane driver was negligent as they did not inform him.
- B) Crane driver is not liable because Pratik has knowledge of risk.
- C) The maxim volenti non fit injuria applies in the present case.
- D) Crane driver is liable only if Pratik ignores the safety instructions but still the maxim volenti non fit injuria doesn't apply.

Q26.Read the passage and answer the question

In National Insurance Co. Ltd. v. Sivasankara Pillai (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not

implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

The Tribunal held that the liability of the bus driver is 50%. If the contention of the appellant is accepted, the insurance company can be directed to deposit the entire amount and recover 50% of the amount from the owner of the lorry. If it is done, the liability will be mulcted on them without affording them an opportunity to defend their case. Even if notice is issued at this distance of time, it may not be possible for the owner of the lorry to remember who was the driver at that time and to find out his address. He also may not remember who is the insurer of the lorry at that time. He may not also be able to produce any evidence at this distance of time by citing witnesses to prove negligence. Records also may not be available in the police station after about more than 13 years. The bus driver, owner, and insurer were made as parties. After considering the evidence, the bus driver (R2) was found to be 50% negligent, and the owner of the bus, being vicariously liable, was also made liable for paying 50% of the compensation granted jointly and severally being joint tortfeasors and insurance company was directed to indemnify it.

Question : A and B went out to watch a movie together on Sunday afternoon. On their way to the theater, they stopped at a supermarket to buy some fruits. B went to the market to get the fruits. While being in a hurry, A parked his truck wrongly and was waiting for B in the truck. Meanwhile, a rashly and negligently driven bus came and hit A's truck. As a consequence, A suffered injury. Determine whether A can claim damages.

- A) A cannot claim damages
- B) A can claim damages from the bus driver
- C) The bus driver can claim damages from A for his damaged bus
- D) B can claim damages from the bus driver

Q27. Read the passage and answer the question

In *National Insurance Co. Ltd. v. Sivasankara Pillai* (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

The Tribunal held that the liability of the bus driver is 50%. If the contention of the appellant is accepted, the insurance company can be directed to deposit the entire amount and recover 50% of the amount from the owner of the lorry. If it is done, the liability will be mulcted on them without affording them an opportunity to defend their case. Even if notice is issued at this distance of time, it may not be possible for the owner of the lorry to remember who was the driver at that time and to find out his address. He also may not remember who is the insurer of the lorry at that time. He may not also be able to produce any evidence at this distance of time by citing witnesses to prove negligence. Records also may not be available in the police station after about more than 13 years. The bus driver, owner, and insurer were made as parties. After considering the evidence, the bus driver (R2) was found to be 50% negligent, and the owner of the bus, being vicariously liable, was also made liable for paying 50% of the compensation granted jointly and severally being joint tortfeasors and insurance company was directed to indemnify it.

Question : On the occasion of Diwali, P and Q brought fire-crackers to celebrate. In the evening, a few other members residing in the locality also joined P and Q to celebrate Diwali together. P and Q started to fire the crackers as a part of the celebration. However, they were negligent in firing crackers which could hurt others. Meanwhile, due to crackers fired by P and Q, the cracker went straight inside another building, and the woman residing in that building sustained severe burns. Determine the liability of P and Q.

- A) P and Q are not liable jointly
- B) P and Q are not liable severally
- C) P and Q are liable jointly and severally
- D) P is liable for causing injury to the woman by the fire-crackers

Q28. Read the passage and answer the question

In *National Insurance Co. Ltd. v. Sivasankara Pillai* (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

The Tribunal held that the liability of the bus driver is 50%. If the contention of the appellant is accepted, the insurance company can be directed to deposit the entire amount and recover 50% of the amount from the owner of the lorry. If it is done, the liability will be mulcted on them without affording them an opportunity to defend their case. Even if notice is issued at this distance of time, it may not be possible for the owner of the lorry to remember who was the driver at that time and to find out his address. He also may not remember who is the insurer of the lorry at that time. He may not also be able to produce any evidence at this distance of time by citing witnesses to prove negligence. Records also may not be available in the police station after about more than 13 years. The bus driver, owner, and insurer were made as parties. After considering the evidence, the bus driver (R2) was found to be 50% negligent, and the owner of the bus, being vicariously liable, was also made liable for paying 50% of the compensation granted jointly and severally being joint tortfeasors and insurance company was directed to indemnify it.

Question : X, a resident in the Kayam Nagar area of Rampur, wrote two letters, one to the member of the council and the other to the editor of the magazine, The Villager, as an official organ of the Kayam Nagar Association. The magazine published The Villager as desired by X. Those letters were found to be defamatory against one Y.

Who can Y hold liable for publishing the defamatory letters?

- A) Y cannot hold liable anyone because the letters are sent to the editor and member of the council
- B) Y entitled to get compensation from the editor
- C) Y cannot hold liable X for publishing The Villager.
- D) Y can sue both, or either of X and the editors and printers for publishing the defamatory letter

Q29. Read the passage and answer the question

In National Insurance Co. Ltd. v. Sivasankara Pillai (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

The Tribunal held that the liability of the bus driver is 50%. If the contention of the appellant is accepted, the insurance company can be directed to deposit the entire amount and recover 50% of the amount from the owner of the lorry. If it is done, the liability will be mulcted on them without affording them an opportunity to defend their

case. Even if notice is issued at this distance of time, it may not be possible for the owner of the lorry to remember who was the driver at that time and to find out his address. He also may not remember who is the insurer of the lorry at that time. He may not also be able to produce any evidence at this distance of time by citing witnesses to prove negligence. Records also may not be available in the police station after about more than 13 years. The bus driver, owner, and insurer were made as parties. After considering the evidence, the bus driver (R2) was found to be 50% negligent, and the owner of the bus, being vicariously liable, was also made liable for paying 50% of the compensation granted jointly and severally being joint tortfeasors and insurance company was directed to indemnify it.

Question: D a contractor took works contract of filling the potholes on the Vayu Road, Near Sneha Residency. One supervisor, C, was assigned to supervise the work on behalf of D as principal. While supervising the workers for filling the potholes on that Road, agent C negligently missed putting a warning sign board in front of a pothole. P was riding his daughter on the way to school and accidentally fell in that pothole and was injured. Determine the liability.

- A) C and D are liable jointly and severally
- B) Only C is liable to compensate P and his daughter
- C) Only D is liable to compensate P
- D) C and D cannot be held liable as the contract was made by the State Government

Q30. Read the passage and answer the question

In *National Insurance Co. Ltd. v. Sivasankara Pillai* (1995 (1) KLT 51), it was held that the Tribunal is required to make an apportionment of compensation awarded against each of the owners of the vehicle in proportion to the negligence of respective drivers. It was also held that when two vehicles are involved, and an accident happens due to the negligence of both drivers, they are not joint tortfeasors. Earlier decisions in 1988 (2) KLT 871 and 1989 (2) KLT 227 were also explained and distinguished as, in this case, arguments were placed by both sides as both parties are joint tortfeasors. But, there are several tortfeasors. In the case decided in 1993 (2) KLT 777, only the driver was not implemented. But, the owner was impeached. The owner is liable for the liability only to the extent of negligence of the driver. Therefore, the driver and owner of the same vehicle are joint tortfeasors. The owner and driver of another vehicle involved in the accident can only be one of the several tortfeasors. If two vehicles are involved and only if one vehicle's driver and owner are made parties, no liability can be cast on the other party directly or indirectly without implementing them. If he was made a party, he would

have got an opportunity that he is not at all responsible for the accident or amount claimed is high. In this case, the accident occurred on 19-10-1992. 13 years have passed. Driver, owner, and insurance company are not parties.

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Question : Y has a dog whom he takes for walks in the evening. In the absence of Y, one servant, Z, takes the dog for a walk in the evening. The master of the dog Y always harnessed the dog before taking the dog out for a walk. One evening, while Y was out of town for his meeting, Z took out the dog for a walk without harnessing him. Walking down a few miles with the dog, suddenly the dog went violent and started to chase a man and bite him. Determine the liability.

- A) Z is not liable for the Act of the dog.
- B) Y and Z are equally liable for the Act of the dog
- C) Y is not liable for the wrongful Act of Z.
- D) Z cannot be sued for liability in the capacity of being a servant.

Q31. Read the following passage carefully and answer the question

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: (1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff. Under the first element, a legal duty to a standard of due care,

the plaintiff must prove the defendant had a duty to conform to a standard of conduct for the protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care, and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to do its best to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of the applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates a breach of the duty of care; these include actions against the custom in an industry, violation of a statute or, in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by the plaintiff, to show, therefore, that a breach of the duty must have occurred. After demonstrating there was a duty, and it has been breached by the defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that, but for the defendant's negligent conduct, which could be either the defendant's Act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. The proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages.

Question : Which of the following is not an essential factor to prove negligence?

- A) The defendant owed a duty of care
- B) The defendant should know he owed a duty of care
- C) The defendant should have breached the duty of care
- D) The breach of duty should result in injury

Q32. Read the following passage carefully and answer the question

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a *prima facie* case of negligence in *Johnson v. American National Red Cross* as follows: (1) a legal duty to conform to a standard of conduct; (2) a breach of

this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff. Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for the protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care, and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to do its best to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of the applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates a breach of the duty of care; these include actions against the custom in an industry, violation of a statute or, in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by the plaintiff, to show, therefore, that a breach of the duty must have occurred. After demonstrating there was a duty, and it has been breached by the defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

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Question : A, who is a railway station employee, sees that B has left his bag on the station, and to help B, he throws the bag towards the moving train. However, the bag contained fireworks which exploded and caused injury to another passenger C. Decide.

- A) The Railway would be liable for negligence
- B) B would be liable for negligence
- C) Both Railway and B would be liable for negligence
- D) Nobody would be liable for negligence

Q33. Read the following passage carefully and answer the question

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: (1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff. Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for the protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care, and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to do its best to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of the applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates a breach of the duty of care; these include actions against the custom in an industry, violation of a statute or, in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by the plaintiff, to show, therefore, that a breach of the duty must have occurred. After demonstrating there was a duty, and it has been breached by the defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that, but for the defendant's negligent conduct, which could be either the defendant's Act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. The proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages.

Question : ABC Company constructed an office for Municipal Corporation with a life span of 40 years. However, the building was not maintained and collapsed after 50 years and injured some people, then the duty of care in this scenario would be of:

- A) The Builder
- B) The Municipal Corporation
- C) The State Government

D) No duty of care is required in this scenario

Q34. Read the following passage carefully and answer the question

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: (1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff. Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for the protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care, and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to do its best to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of the applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates a breach of the duty of care; these include actions against the custom in an industry, violation of a statute or, in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by the plaintiff, to show, therefore, that a breach of the duty must have occurred. After demonstrating there was a duty, and it has been breached by the defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that, but for the defendant's negligent conduct, which could be either the defendant's Act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. The proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages.

Question : A constructed a dam on a river, however, due to unexpected heavy rainfall the dam broke which caused injury to the village people, Decide.

A) A would be liable for negligence

B) The workers of the dam would be liable for negligence

- C) The Construction material manufacturer would be liable for negligence
- D) Nobody would be liable for negligence

Q35. Read the following passage carefully and answer the question

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: (1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff. Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for the protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care, and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to do its best to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of the applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates a breach of the duty of care; these include actions against the custom in an industry, violation of a statute or, in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by the plaintiff, to show, therefore, that a breach of the duty must have occurred. After demonstrating there was a duty, and it has been breached by the defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that, but for the defendant's negligent conduct, which could be either the defendant's Act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. The proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages.

Question : Which of the following is an example of Contributory negligence?

- A) A while driving and using his mobile meets with an accident with a small kid

- B) A while driving a car and using his mobile meets with an accident with another driver who is driving on the wrong side
- C) A while driving car using his mobile crashes into a house without injuring anybody
- D) A while driving car using his mobile crashes into a tree which falls on another person's car

Q36. Read the given passage very carefully and answer the questions.

Any intentional false communication, either written or spoken, that harms a person's reputation; decreases the respect, regard or confidence in which a person is held; or induces disparaging, hostile or disagreeable opinions or feelings against a person is known as defamation. Defamation is the act of making untrue statements about another which damages his/her reputation. It is a statement that injures someone's reputation. Defamation is the act of saying false things in order to make people have a bad opinion of someone. Defamation may be defined as a communication to some person, other than the person defamed, of the matter which tends to lower the plaintiff in the estimation of right-thinking persons or to deter them from associating or dealing with him. Defamation is a wrong done by a person to another's reputation by words, written or spoken, sign or other visible representation. Defamation is of two kinds Libel and Slander. If the statement is made in writing and published in some permanent and visible form, then defamation is called Libel. Whereas, if the statement is made by some spoken words then the defamation is called Slander.

Defamation may be a civil charge or a criminal charge under Sections 499 and 500 of IPC. Section 499 Of IPC: Whoever by words, either spoken or intended to be read, or by signs or by visible representations, makes or publishes any imputation concerning any person intending to harm, or knowing or having reason to believe that such imputation will harm, the reputation of such person is said to defame that person. Section 500 of IPC: Whoever defames another shall be punished with simple imprisonment for a term which may extend to two years or with a fine or both. A victim, to win a lawsuit, has to prove that a false statement was made and published, and the same caused injury to the reputation of the victim. However, there are defences which can be raised such as a true statement or if it was a fair and honest comment or criticism made in the public interest.

Question: Two employees in an office wanted to poke fun at their colleague and began to reveal sensitive messages he had sent to other female colleagues in the office. He wished to sue them for defamation. Will he succeed?

- A) Yes, their publication was with the intention to injure his reputation.

- B) Yes, such communication brought him great shame in his workplace.
- C) No, since the publication was not false but of matter that happened
- D) No, since the employees only wished to poke fun and not injure his reputation.

Q37. Read the given passage very carefully and answer the questions.

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Question: The Chief Minister was regularly criticised by the people for his strange policies. One such journalist published very scathing remarks on his administration and policies. This article was cited by many, including the opposition, and led to a huge fall in support. Will a suit of defamation succeed against the journalist?

- A) No, he made honest criticism in the public interest only.

- B) Yes, the article injured his reputation.
- C) No, the statements he made were true.
- D) Yes, the journalist published the same with the intent to injure his reputation.

Q38. Read the given passage very carefully and answer the questions.

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Question: A college student while browsing online came across disparaging information about a fellow student from his class. Thinking it would be funny, he circulated the same among his friends and soon it became viral. He later came to know that the information was fake. The victim filed for defamation under Section 499 IPC and won. Was the court right?

- A) Yes, he did it with the intent to harm the reputation of the victim.

- B) Yes, he published it knowing it can injure the reputation of the victim.
- C) No, as he only found and circulated it but did not make the statement.
- D) No, he only circulated it among his friends and did not intend for it to go viral.

Q39. Read the given passage very carefully and answer the questions.

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Question: Har heard from his friends that Ravi was making fake rumours about him to harass him. On the basis of this, he filed a suit for defamation. Will it succeed?

- A) Yes, his friends reported such false statements against him.
- B) No, this alone cannot prove that a false statement was made and published.

C) Yes, Ravi slandered Hari among his friends and the burden is on Ravi to prove otherwise.

D) No, as Hari does not know himself whether this is

Q40. Read the given passage very carefully and answer the questions.

Any intentional false communication, either written or spoken, that harms a person's reputation; decreases the respect, regard or confidence in which a person is held; or induces disparaging, hostile or disagreeable opinions or feelings against a person is known as defamation. Defamation is the act of making untrue statements about another which damages his/her reputation. It is a statement that injures someone's reputation. Defamation is the act of saying false things in order to make people have a bad opinion of someone. Defamation may be defined as a communication to some person, other than the person defamed, of the matter which tends to lower the plaintiff in the estimation of right-thinking persons or to deter them from associating or dealing with him. Defamation is a wrong done by a person to another's reputation by words, written or spoken, sign or other visible representation. Defamation is of two kinds Libel and Slander. If the statement is made in writing and published in some permanent and visible form, then defamation is called Libel. Whereas, if the statement is made by some spoken words then the defamation is called Slander.

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Question: An angry neighbour after having enough of the noise pollution emanating from Rohit's house, made a poster referring to Rohit as a son of a donkey and emailed it to him. Can Rohit successfully file a suit for defamation against the neighbour?

A) No, it cannot cause injury to Rohit's reputation.

B) No, it is only an insult and not a statement.

C) Yes, the neighbour can also email it to other people.

D) Yes, as it can be inferred to be associated with Rohit's noise pollution.

Q41. Read the given passage very carefully and answer the questions.

It has often been discussed whether the law of torts in India is necessary or not. The courts in India have often taken the stand that Tort law is essential in India and is conducive to the growth and development of society. The courts and the government have recognized the importance of torts in their rulings by rewarding exemplary damages in case of negligence, providing compensation to the victims of rape, and recognizing governmental torts i.e. torts by government employees. However, the knowledge of Torts and its use is not very popular among the general public, primarily because it is not codified. It is hence essential to highlight the basic principles and concepts of Torts so that a person can understand his rights and liabilities under the Tort laws. The Supreme Court of India has through its numerous landmark judgements helped shape the law of Torts in India. It has also been observed a number of times, that there is a need to codify the law of Tort in order to facilitate its greater use. The principles of Torts have also been applied in newer legislations such as the

Environment Protection Act, 1986, The Consumer Protection Act 1986, The Human Rights Protection Act 1988, The Motor Vehicles Act, 1988. However, it is still observed that the branch of Torts as a whole is still growing and developing in India as compared to the development of Torts in countries like the UK and the USA.

According to John Salmond, He addresses tort as being only a civil wrong which has unliquidated damages (those damages for which there is no fixed amount) in the form of remedy and which is not just exclusively the breach of contract or the breach of trust or breach of merely fair and impartial obligation. According to Richard Dien Winfield, Tortious liability emerges from the breach of a duty primarily fixed by the law, this duty is towards the other people generally and its breach is redressible by an action for unliquidated damages.

According to Fraser, A tort is an infringement of a right in rent of a private individual giving a right of compensation at the suit of the injured party.

Three essential elements which constitute a tort are :

- A Wrongful act or omission, and Duty imposed by the law.
- The act must give rise to legal or actual damage, and

· It should be of such a nature that it should give rise to a legal remedy in the form of an action for damages.

Question: You establish a school and charge Rs.1000/-per year as fees. Another school is set up near your school, and competition forces you to reduce your fees to Rs.500/-. Do you remedy in law?

- A) Yes, as I have suffered monetary damage.
- B) No, as there was no legal injury.
- C) Yes, as my legal right has been violated.
- D) Both (a) & (b)

Q42. Read the given passage very carefully and answer the questions.

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- It should be of such a nature that it should give rise to a legal remedy in the form of an action for damages.

Question: You punch a person for no good reason. However, the person is not hurt. Can he claim damages for the reason that you trespassed against this person?

- A) Yes, as his right not to be physically violated is affected.
- B) Yes, as this is a case of injuria sine damno.
- C) No, as there is no actual damage.
- D) Both (a) & (b)

Q43. Read the given passage very carefully and answer the questions.

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- It should be of such a nature that it should give rise to a legal remedy in the form of an action for damages.

Question: You mow the lawn every morning with the help of your electric lawnmower. Your neighbour files a tort claim against you stating that the noise of the lawnmower disturbs him greatly. Will his claim succeed?

- A) No, as damage without violation of legal rights does not give rise to a tort.
- B) Yes, as there is a legal injury arising out of the commission of the act.
- C) Yes, as the neighbour's claim is valid.
- D) Both (a) and (b)

Q44. Read the given passage very carefully and answer the questions.

It has often been discussed whether the law of torts in India is necessary or not. The courts in India have often taken the stand that Tort law is essential in India and is conducive to the growth and development of society. The courts and the government have recognized the importance of torts in their rulings by rewarding exemplary damages in case of negligence, providing compensation to the victims of rape, and recognizing governmental torts i.e. torts by government employees. However, the knowledge of Torts and its use is not very popular among the general public, primarily

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- The act must give rise to legal or actual damage, and
- It should be of such a nature that it should give rise to a legal remedy in the form of an action for damages.

Question: Virendra is watching a cricket match from atop a tree just outside the stadium. The batsman, Mahendra hits the ball hard and the ball flies over the boundary and hurts him back. Can Virendra claim damages from either the batsman or the stadium authorities?

- A) Yes, as Mahendra can't claim defence of volenti non fit injuria against Virendra.
- B) Yes, as Virendra was watching the match from outside the stadium.
- C) Both (a) & (b)

D) Neither (a) nor (b)

Q45. Read the given passage very carefully and answer the questions.

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Question: Powell was engaged in pheasant shooting along with a hunting party. While Powell was about to finish his day, on being challenged by his party members to show his prowess by shooting one more pheasant, shot a round aiming at a pheasant. However, the bullet got deflected by a branch and hit Stanley, a passer-by on the adjacent highway.

- A) Powell is liable as his shot was not during his conduct as a reasonable man but was an act of bravado.
- B) Powell is not liable -as the shot was fired towards a pheasant only and the deflection was an inevitable accident.
- C) Powell is liable as he should have taken greater care while shooting and should have shot the gun only when he had a clear shot at the pheasant.
- D) Powell is not liable as the shooting of the pheasant is a legal activity and therefore any accident occurring in the process of doing it legally does not amount to wrong.

Q46. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on reasonable grounds that the act was necessary to preserve the person or property. Consent- A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent. A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's

consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent.

Question: Sha Rajah was a cricket stadium in Rampur. Various cricket matches were conducted there. Once A hit a six and the ball went out of the stadium into a construction area adjacent to the stadium. B, an enthusiastic spectator entered the construction place to retrieve the ball. X, the owner of the place, hated cricket and he filed a trespass against B for entering the land. Decide.

- A) The action of B entering the construction place is not a Trespass as his object was a positive one.
- B) The action of B entering the construction place is a Trespass as the requirements for the same are fulfilled.
- C) The action of B is not a Trespass as it falls within the exception of Trespass.
- D) The action of B is not a Trespass as he went there to retrieve the ball which was an absolute necessity.

Q47. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on reasonable grounds that the act was necessary to preserve the person or property. Consent- A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by

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Question: X and Y were neighbours who used to practice farming. Once the weather turned very ugly and it looked as if it was about to rain heavily. Y was not in the house. However, his entire paddy was spread out in the open. X sensing that rain would destroy the paddy, went over to Y's property and shifted them indoors. When Y returned instead of thanking X, he filed a case of trespass. Decide.

- A) X has committed trespass in the given case as good intention cannot be a defence to trespass.
- B) X has not committed trespass in the said case.
- C) X has not committed trespass in the said case as it can be classified under the defence of necessity.
- D) X has committed Trespass in the given case as he went over to the property of Y.

Q48. Read the given passage and answer the questions.

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Question: R was standing near a highway. A car which was speeding rammed into an electric pole and catapulted. Miraculously there were no injuries to anyone. However, one of the parts of the car flew into neighbouring B's property and hit C. C fell over into D's property. Now D is filing a trespass case against C. Decide.

- A) C shall be held liable for trespass.
- B) C shall not be held liable for trespass.
- C) C shall not be held liable for trespass as the requirements of Trespass are not fulfilled.
- D) Both (b) and (c)

Q49. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on

reasonable grounds that the act was necessary to preserve the person or property. Consent- A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent. A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent.

Question: Which of the following statements is incorrect in light of the given passage?

- A) Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of the land.
- B) In order to file a suit for Trespass, the plaintiff must have lawful possession of land at the time of the Trespass.
- C) There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent could not reasonably be obtained.
- D) While taking the defence of consent, the onus is on the plaintiff to establish that they entered the land with his consent.

Q50. Read the given passage and answer the questions.

Trespass to land or unauthorised entry involves situations where a person acts in an intentional or negligent way that causes an unauthorised interference with another person's possession of land. There are various elements that must be considered in case of Trespass. There are given here- The plaintiff must have lawful possession of the land at the time of the interference, and that possession must be exclusive. For example, a land owner who has leased their property, and so, is out of possession, may not bring an action in trespass. There must have been a direct interference with the land by the defendant without lawful authorisation. Any form of unauthorised entry, however slight, is trespass, whether express or implied. A person who enters land outside of the terms of a licence will be a trespasser. There must have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. There are certain defences to Trespass. They are- Necessity: There may be a defence to trespass if the inference occurred in circumstances where the interference was necessary, but consent

could not reasonably be obtained. The defendant must show that there was an apparent imminent danger to the person or property and that the defendant honestly believed on reasonable grounds that the act was necessary to preserve the person or property. Consent- A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent. A defendant may be able to establish a defence to trespass if the interference occurred with the plaintiff's consent. Consent can either be expressed or implied by conduct; however, it must be genuine and voluntary. The onus is on the defendant to establish that they entered the land with the plaintiff's consent.

Question: A war was going on between country A and country B. King acted in the ground response team of country B. King felt that Ray's house was in the direct line of the shelling zone. He thus entered the property, evacuated them and made necessary arrangements. However, the shelling did not take place at that place. After the war, Ray files a complaint against King for Trespass. Decide.

- A) King trespassed into the property of Ray unlawfully and hence was held liable.
- B) King may or may not be held liable as it is wartime.
- C) King shall not be held liable as his act does not amount to trespass.
- D) King being a part of the military can do anything at the time of war.

Q51. Read the given passage very carefully and answer the questions.

Mistakes may operate upon a 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. Secondly, the mistake may mislead the parties about the purpose they contemplated. Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, an erroneous opinion as to the value of the things which form the subject –matter of the agreement is not deemed a mistake as a matter of fact. An agreement upon the same thing in the same sense is known as true consent or consensus ad idem, and it is the root of every contract. Two or more people are told to consent when they agree upon the same thing in the same sense.

A contract is said to be void because of a mistake when:

- Both the parties to an agreement are mistaken,
- Their mistake is, as a matter of fact, and

- The fact about which they are mistaken is essential to the agreement.

A contract is not void because it was caused by a mistake as to any law in force in India, but a mistake as to a law not in force in India has the same effect as a mistake of fact. A mistake as to identity occurs when one of the parties represents himself to be some person other than he really is. There can be a mistake of identity only when a person bearing a particular identity exists within the plaintiff's knowledge, and the plaintiff intends to deal with him only. If the name the accused assumes is fictitious, there will be no mistake of identity.

Question: A unaware of the recent death of his old friend B, agrees to purchase B's vintage car from B's brother, C. Both A and C were unaware of B's death at the time of the agreement. What is the status of this contract?

- A) The agreement is valid as it was made in good faith.
- B) The agreement is not void because B's presence wasn't a necessary condition.
- C) The agreement is void due to a mutual mistake of fact essential to the contract.
- D) The contract remains valid as the car exists, despite B's death.

Q52. Read the given passage very carefully and answer the questions.

Mistakes may operate upon a 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. Secondly, the mistake may mislead the parties about the purpose they contemplated. Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, an erroneous opinion as to the value of the things which form the subject –matter of the agreement is not deemed a mistake as a matter of fact. An agreement upon the same thing in the same sense is known as true consent or consensus ad idem, and it is the root of every contract. Two or more people are told to consent when they agree upon the same thing in the same sense.

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Question: Posing as his twin brother, Ram, Jay entered into a contract with a company that intended to contract specifically with Tim. Is the contract valid?

- A) The contract is valid because Jay and Ram are identical twins.
- B) No, the contract is invalid because there was a mistake regarding the identity of the person the company intended to contract with.
- C) Yes, the contract is valid because the company should have verified the identity before making the contract.
- D) No, the contract is invalid because Ram and Jay committed fraud.

Q53. Read the given passage very carefully and answer the questions.

Mistakes may operate upon a 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. Secondly, the mistake may mislead the parties about the purpose they contemplated. Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, an erroneous opinion as to the value of the things which form the subject –matter of the agreement is not deemed a mistake as a matter of fact. An agreement upon the same thing in the same sense is known as true consent or consensus ad idem, and it is the root of every contract. Two or more people are told to consent when they agree upon the same thing in the same sense.

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person bearing a particular identity exists within the plaintiff's knowledge, and the plaintiff intends to deal with him only. If the name the accused assumes is fictitious, there will be no mistake of identity.

Question: Aisha, pretending to be a famous artist, sells a painting to Jaya. Jaya later discovers the truth. What is the status of the contract?

- A) The contract is valid because Aisha didn't explicitly claim that she painted the painting.
- B) The contract is void because there was a mistake as to the identity of the artist.
- C) The contract is valid because Jaya should have verified the artist's identity.
- D) The contract is void because Aisha deceived Jaya.

Q54. Read the given passage very carefully and answer the questions.

Mistakes may operate upon a 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. Secondly, the mistake may mislead the parties about the purpose they contemplated. Where both parties are under a mistake as to a matter of fact essential to the agreement, the agreement is void. However, an erroneous opinion as to the value of the things which form the subject –matter of the agreement is not deemed a mistake as a matter of fact. An agreement upon the same thing in the same sense is known as true consent or consensus ad idem, and it is the root of every contract. Two or more people are told to consent when they agree upon the same thing in the same sense.

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Question: Taylor buys a plot of land, believing it to be a gold mine. It turns out that the land has no gold. Is the contract void due to a mistake?

- A) Yes, the contract is void because Taylor made a mistake regarding the value of the land.
- B) No, the contract is not void because this was a mistake regarding the value, not a matter of fact.
- C) Yes, the contract is void because Taylor was misled about the potential of the land.
- D. No, the contract is not void because Taylor should have surveyed before buying.
- D) Either a or c

Q55. Read the given passage very carefully and answer the questions.

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Question: A person sells a horse to another person, believing it to be his. However, the horse belongs to a third person, and both parties were unaware of this. What is the status of this contract?

- A) The contract is void because both parties were mistaken about an essential fact of the agreement.
- B) The contract is valid because the buyer now owns the horse.
- C) The contract is void because the seller did not have the right to sell the horse.
- D) The contract is valid because both parties agreed on the sale.

Q56. Read the given passage very carefully and answer the questions.

Justice MM Sundresh of the Supreme Court observed that there is a need to codify the law enabling law enforcement agencies to carry out surveillance while ensuring the fundamental rights, including the right to privacy, are safeguarded. "Any action facilitating State machinery must be backed by the authority of law. For that, there must be a codified law that empowers an investigating agency to undertake an act of surveillance. Needless to state, such a law must be subject to the Constitutional mandate, with specific reference to Part III of the Constitution. This would prevent any arbitrary action while preserving the privacy of the individual," he said. He emphasized that the need of the hour is to take note of the voice and concerns expressed in the Puttaswamy judgment, which held that privacy is a fundamental right. There is a need to uphold privacy through the doctrine of proportionality, the judge explained. A clear demarcation is needed by drawing a Lakshman Rekha during a criminal investigation

(when surveillance is used)," he said. Speaking on the need for surveillance, Justice Sundresh said, "Surveillance and privacy must live and function together. As long as there is privacy, surveillance will certainly continue. The modern world has indeed become a difficult place to live and to maintain peace. The cost of peace is obviously very high. Any State which lacks expert surveillance would be considered a weak one and susceptible to attack from unknown sources. It may also be required in the larger interest of the public."

Question: W was found manipulating government records pertaining to the funding designated for the introduction of nuclear weapons. It was believed that W was exchanging information with the enemy nation. His mobile phone and other electronic devices were taken as soon as he was suspected, and the entire legal process was followed for questioning. In order to gather concrete evidence

against him, his electronic gadgets were carefully examined. He claimed that his right to privacy was violated in this case. Identify whether his allegations are true.

- A) If the court deems that the proper procedure was not followed, his claims will be upheld.
- B) Since the requirements of his right to privacy have been met, it can be argued that his right was violated.
- C) Since he had violated the nation's laws, it could be argued that his right to privacy had not been violated.
- D) The violation of privacy that W claims did not occur because the entire process was carried out in accordance with the law.

Q57. Read the given passage very carefully and answer the questions.

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Question: V arrived at his house from work extremely late at night. Even though his job hours were from 9 to 6, this became his normal habit. He had been returning home by 11 or 12 at night for the last two months. His wife saw this and thought he could be keeping something from her. The following morning, she

went with V to his office to find out. There was no proof against him that she could locate. She then made the decision to accompany him back home, where she was shocked to see that V was busy organizing their 25th wedding anniversary. She felt guilty about questioning V. V was hurt to learn this and promptly filed a complaint alleging that his wife had violated his right to privacy. Check the veracity of his assertion

- A) His claim cannot be upheld since his wife cannot be accused of violating his right to privacy.
- B) His claim cannot be upheld because his wife had a legitimate reason to accompany him to and from work.
- C) She illegally followed him without his permission, thus his claim will be upheld.
- D) To remark on the veracity of V's claims, more information is needed from the passage.

Q58. Read the given passage very carefully and answer the questions.

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Question: P had CCTV cameras set up in each of the home's rooms. There were 5 staff members in total. Since a few months ago, X and Z have been scheming to rob him at gunpoint, and they finally succeeded. The police requested that they check the CCTV footage from each room in order to find the burglars. P agreed with this. Determine if his right to privacy has been violated in this particular case.

- A) Since P granted his permission for the investigation, his right to privacy has not been breached.
- B) He was forced to give the police permission to access his CCTV footage, which is a violation of his right to privacy
- C) P's right to privacy was not breached because the investigation was conducted for his benefit.
- D) Since the tape was necessary for the capture of the criminals, P's right to privacy was not breached.

Q59. Read the given passage very carefully and answer the questions.

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Question: According to Justice MM Sundresh of the Supreme Court, what is the key aspect that needs to be ensured while enabling law enforcement agencies to carry out Surveillance?

- A) The surveillance activities should be subject to the Constitutional mandate and the fundamental right to privacy.
- B) There should be a clear demarcation drawn during criminal investigations to protect individual privacy.
- C) The surveillance activities should be governed by a codified law that upholds the doctrine of proportionality.
- D) The surveillance activities should be carried out in the larger interest of the public and the security of the State.

Q60. Read the given passage very carefully and answer the questions.

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Question: Which of the following is not a recognized international human rights instrument that protects the right to privacy?

- A) Universal Declaration of Human Rights

- B) International Covenant on Civil and Political Rights
- C) European Convention on Human Rights
- D) International Convention on the Elimination of All Forms of Racial Discrimination

Q61. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

Mistake of fact:-This exemption applies where an accused has misinterpreted a fact that eliminates a criminal element. This legal weapon can be utilised if the accused is able to demonstrate that he or she was mistaken about the presence of certain facts or was unaware of the existence of such facts however the said mistake than of law. In the same spirit, Sec 76 of the IPC states, the act done by a person bound or mistakenly behaving himself is bound by law. Nothing constitutes offence if it is committed by a person who is or thinks himself to be obligated by law to do it due to a mistake of fact rather than a mistake of law.

Accident:-Using this defence, a person might avoid criminal liability when their actions are the result of an accident, Such an act must be intentional. The purpose of the law is not to penalise a person for a matter over which they have no control. In such Spirit sec 80 of IPC states, accident in doing a lawful act nothing is an offence which is done by accident or misfortune and without any criminal intension or knowledge in the doing of a lawful act in lawful means with proper care and caution.

Question: Ram is a wanted criminal and his picture is displayed across Chandigarh police station and public locations. There is also a momentary reward for anyone who is successful in apprehending him and publishing the picture of Ram Ketaki walking through the municipal park one day when he noticed a man who looks like Ram in the picture. She follows him around the park when he gets near enough she knocks him hard in order to catch him in denounces him to the police however, following closer inspection it is discovered that the man Ketaki injured is not Ram. Can Ketaki use the defence of mistake of fact?

- A) Yes, As Ketaki genuinely thought she had spotted a criminal.
- B) Yes, As Ketaki hit the person with the intention of helping the police.

C) No, As the act committed by Ketaki was illegal in itself.

D) No, As Ketaki should have determined the identity first and then hit him.

Q62. Read the following passage and answer the questions.

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Question: Karan and Varun are brothers who live on the third floor of a building. Anish their next-door neighbour, feels the two brothers are smuggling wheat because he observed bags of wheat grains being moved in and out of their that on a regular basis. Under this impression, he contacts the local police station to report wheat smuggling. However, when the police come and conduct an investigation, Anish's concerns are proven to be unfounded. Can Anish claim the defence of the mistake of facts?

A) No, as he is ignorant about the law and not facts.

B) Yes, as he reported the activities to the police in good faith

C) No, as he should have first checked for himself and then should have called the police.

D) Yes, as if were not for Anish the act would have gone unreported.

Q63. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

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Question: Kamlesh, a farmer has a plot of land on which he grows wheat for the wholesale market in the neighbouring city. One day, he found that his crops had been uprooted, and he assumed that it was the result of boars' activities, as Boars had frequently been sighted in and around that region. On the second day, he discovered his crops uprooted once more and felt activity in the field. As there is no law to make shooting animals an offence so he drew this bow and arrow and shot at the location where he sensed movement. It was discovered that he had injured a person. Can Kamlesh use the accident defence?

A) No, before shooting an arrow Kamlesh should have determined the identity of the miscreants.

B) Yes, as Kamlesh shot an arrow believing it to be a boar and did not intend to hurt a person instead.

C) No, as Kamlesh shot an criminal which is an illegal act in itself.

D) Yes, as Kamlesh has all the rights to protect his field and crop, irrespective of who attempts to destroy it

Q64. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

Mistake of fact:-This exemption applies where an accused has misinterpreted a fact that eliminates a criminal element. This legal weapon can be utilised if the accused is able to demonstrate that he or she was mistaken about the presence of certain facts or was unaware of the existence of such facts however the said mistake than of law. In the same spirit, Sec 76 of the IPC states, the act done by a person bound or mistakenly behaving himself is bound by law. Nothing constitutes offence if it is committed by a person who is or thinks himself to be obligated by law to do it due to a mistake of fact rather than a mistake of law.

Accident:-Using this defence, a person might avoid criminal liability when their actions are the result of an accident, Such an act must be intentional. The purpose of the law is not to penalise a person foa r matter over which they have no control. In such Spirit sec 80 of IPC states, accident in doing a lawful act nothing is an offence which is done by accident or misfortune and without any criminal intension or knowledge in the doing of a lawful act in lawful means with proper care and caution.

Question: Aman and Amez into a brawl in the middle of the road when the former car collides with the letters bumper plate Aman was joined by her husband and two-year-old child. In the midst of the fight, Awez tried to push Aman but accidentally pushed Aman's husband, who was holding a two-year-old child. W gob can subsequently fall on the road. The child was seriously injured in the fall and had to be transported to the hospital. Can Amez claim the defence of an accident to justify a child's injured?

A) Yes, as he did not have the criminal intent of the knowledge to hurt the child.

B) Yes, as he only intended to scare Aman and not cause any injury to anyone.

C) No, as Awez should have foreseen the result of his actions.

D) No, as Awez's actions did not constitute a lawful act done in a lawful manner.

Q65. Read the following passage and answer the questions.

The Indian Penal Code (IPC) has various basic defences that exonerated criminal liability based on the concept that even if a person commits an offence, he cannot be held accountable. This is Because the person's conduct was justified at the time of the offence or there was a lack of mens rea. Exceptions such as mistake of fact and accident among others' are possible when is misinformed about the presence of certain facts and the conduct is performed without criminal intent.

Mistake of fact:-This exemption applies where an accused has misinterpreted a fact that eliminates a criminal element. This legal weapon can be utilised if the accused is able to demonstrate that he or she was mistaken about the presence of certain facts or was unaware of the existence of such facts however the said mistake than of law. In the same spirit, Sec 76 of the IPC states, the act done by a person bound or mistakenly behaving himself is bound by law. Nothing constitutes offence if it is committed by a person who is or thinks himself to be obligated by law to do it due to a mistake of fact rather than a mistake of law.

Accident:-Using this defence, a person might avoid criminal liability when their actions are the result of an accident, Such an act must be intentional. The purpose of the law is not to penalise a person for a matter over which they have no control. In such Spirit sec 80 of IPC states, accident in doing a lawful act nothing is an offence which is done by accident or misfortune and without any criminal intension or knowledge in the doing of a lawful act in lawful means with proper care and caution.

Question: Consider the factual circumstances describes in the proceeding question in which a mad dog invaded the conflict scene and attempted to bite Aman's husband. In an attempt to chase away the dog. Awez hits it inadvertently striking Aman's husband who falls, and the child who is severely hurt and must be brought to the hospital the child eventually dies. Can Awez' now use the defence of accident?

A) No, as he hit the dog with the criminal intent of harming it irrespective of who was injured as a result.

B) Yes, as he did not have the criminal intent to cause the death of the child.

C) No, Awez's actions were not done in a lawful manner.

D) Yes, as Awez could not have foreseen the death of the child.

Q66. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged statement, therefore, is one which is made in such circumstances as to be exempt from the rule that a man attacks the reputation of another at his peril, that is, at his own risk. In other words, privilege includes those exceptional cases in which it is not enough, in order to create liability, to prove that the defendant has published a false and defamatory statement. The defendant being privileged, is not responsible for this alone; he is either wholly free from responsibility or is liable only on proof that he was animated by a malicious motive, and not by any genuine intention to use his privilege for the purpose for which the law gave it to him.

Question : X and Y stole a car and asked A to be their driver. While A was driving the car on the highway, he tried to switch on the lights, but only one of them was working. After this, around 5 kilometres later, A spotted an ox crossing the road at the last moment because of the faulty headlight. He jammed the brakes, but it was too late, and ended up in A suffering multiple injuries across his body, with X and Y suffering minor cuts. What is the stand that A can take for compensation for his injuries?

- A) X and Y are liable to pay damages.
- B) A cannot claim damages because he was aware that the light was malfunctioning.
- C) X and Y need not pay damages as they were injured as well.
- D) A cannot claim any damages as he was himself guilty.

Q67. Read the passage and answer the question that follow.

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form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged statement, therefore, is one which is made in such circumstances as to be exempt from the rule that a man attacks the reputation of another at his peril, that is, at his own risk. In other words, privilege includes those exceptional cases in which it is not enough, in order to create liability, to prove that the defendant has published a false and defamatory statement. The defendant being privileged, is not responsible for this alone; he is either wholly free from responsibility or is liable only on proof that he was animated by a malicious motive, and not by any genuine intention to use his privilege for the purpose for which the law gave it to him.

Question X and Y took a lift in a Scorpio, which B was driving. In between the journey, a bolt of the wheel got loose and which led to an accident. Since B was the driver, he was able to grab the steering wheel and protect himself from major damages, but X and Y suffered serious injuries. Choose the best answer.

- A) B is not responsible because X and Y took a lift of their own accord
- B) The car company shall pay compensation for not providing stronger bolts
- C) There is no liability on B since the accident was inevitable
- D) All of the above

Q68. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair

comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged statement, therefore, is one which is made in such circumstances as to be exempt from the rule that a man attacks the reputation of another at his peril, that is, at his own risk. In other words, privilege includes those exceptional cases in which it is not enough, in order to create liability, to prove that the defendant has published a false and defamatory statement. The defendant being privileged, is not responsible for this alone; he is either wholly free from responsibility or is liable only on proof that he was animated by a malicious motive, and not by any genuine intention to use his privilege for the purpose for which the law gave it to him.

Question : X owns a building, decorative woodwork of which is infested by termites. On a windy day, it fell on Y's son who was playing with X's son. This incident led to multiple injuries to Y's son. Determine the liability of X.

- A) X is not liable since the wind, a natural force, was outside his control.
- B) X is not liable since Y did not take into account that the wall was unstable and allowed his son to play near.
- C) X is liable since his son did not get injured.
- D) X is liable since a person owes a duty of care to his neighbours.

Q69. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged

statement, therefore, is one which is made in such circumstances as to be exempt from the rule that a man attacks the reputation of another at his peril, that is, at his own risk. In other words, privilege includes those exceptional cases in which it is not enough, in order to create liability, to prove that the defendant has published a false and defamatory statement. The defendant being privileged, is not responsible for this alone; he is either wholly free from responsibility or is liable only on proof that he was animated by a malicious motive, and not by any genuine intention to use his privilege for the purpose for which the law gave it to him.

Question

The robbers, armed with knives and sticks, entered the house of X. As an act of self defence, X took out his gun and threatened to shoot them. The robbers ran out of the house and started pelting stones. X fired a shot. Having heard the gunshot, the police rushed to the place and announced that the owner must stop firing. The owner suspected that this must be an act of an accomplice and continued to fire due to which a policeman was injured. The robbers meanwhile fled away. Determine the liability of X.

- A) X is liable for shooting a public servant on duty.
- B) X is liable for using excessive force than necessary.
- C) X is liable for not calling the police after the robbers fled.
- D) Only b) and c) are true.

Q70. Read the passage and answer the question that follow.

The word 'defamation' is the generic name for the wrong; libel and slander are particular forms of it. In libel, the defamatory statement is made in some permanent and visible form in writing or otherwise recorded, such as printing, typing, pictures, photographs, caricatures, effigies. In slander, the defamatory statement or representation is expressed by speech or its equivalent. Besides the general defences applicable to all actions in torts, such as limitation, consent, accord and satisfaction, previous judgment, etc., the three special defences available in action for defamation, under the common law, are (1) justification (or truth), or (2) privilege, absolute or qualified, and, (3) fair comment. Truth is a defence in a Civil action, For the law will not permit a man to recover damages in respect of an injury to a character which he either does not or ought not to possess. In a civil action, the defendant has to plead and prove the truth of the defamatory words, and not merely his belief in their truth, though honest. 'Privilege' is used here in the sense of an excuse or immunity conferred by law on statements or communications made on certain occasions called 'privileged occasions'. A privileged statement, therefore, is one which is made in such circumstances as to be exempt from the rule that a man attacks the reputation of another at his peril, that is, at his own risk. In other words, privilege includes those exceptional cases in which it is not enough, in

order to create liability, to prove that the defendant has published a false and defamatory statement. The defendant being privileged, is not responsible for this alone; he is either wholly free from responsibility or is liable only on proof that he was animated by a malicious motive, and not by any genuine intention to use his privilege for the purpose for which the law gave it to him.

Question : X claims to be a doctor and provides medical consultation to minor illnesses without any medical licence. B, who suffered an accident near the place where X has his office, is brought to X for treatment. B is asked to sign immediately on a paper where he allows X to operate on him. During the treatment, X leaves a needle in B's abdomen causing a major infection. Determine the correct statement:

- A) X is for medical malpractice.
- B) X is not liable since B signed a contract providing his consent.
- C) X is liable to provide damages to B and punishment.
- D) The people who brought B to X are liable.

Q71. Read the following passage and answer the questions.

The strict principle of law is: *sic utere tuo ut alienum non laedas*; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

land, is not upon it, he is liable if damage results to his neighbour. A person who, for his own purpose, brings on his land and collects and keeps there, anything likely to do mischief if it escapes, must keep it in and at his peril; and if he does so, he is *prima facie* answerable for all the damage which is the natural consequence of its escape. This is known as the rule in *Rylands v Fletcher* (also known as the wild beast theory". Indian Law: It has been held in several cases that the principle of *Rylands v. Fletcher* applies in India.

Question: Amar unleashed its aggressive dog that was on Akbar's premises and the dog went on to kill Anthony's chickens, Akbar wired the premises and latched the outer door at all times. Anthony filed suit for damages against Akbar. Who is responsible for the loss of chickens?

- A) Akbar is responsible
- B) Anthony is responsible
- C) Amar is responsible
- D) All are collectively responsible

Q72. Read the following passage and answer the questions.

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The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

land, is not upon it, he is liable if damage results to his neighbour. A person who, for his own purpose, brings on his land and collects and keeps there, anything likely to do mischief if it escapes, must keep it in and at his peril; and if he does so, he is prima facie answerable for all the damage which is the natural consequence of its escape. This is known as the rule in Rylands v Fletcher (also known as the wild beast theory". Indian Law: It has been held in several cases that the principle of Rylands v. Fletcher applies in India.

Question: A farmer wants an aggressive and intimidating dog and asks X, a fellow farmer to lend him his pitbull dog, which proceeds to kill Q's chickens. Decide.

- A) Q can ask for damages from X
- B) Q cannot ask for damages from X
- C) Q can ask for damages but he must come to court with clean hands

D) Q cannot ask for damages but some other relief

Q73. Read the following passage and answer the questions.

The strict principle of law is: *sic utere tuo ut alienum non laedas*; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

land, is not upon it, he is liable if damage results to his neighbour. A person who, for his own purpose, brings on his land and collects and keeps there, anything likely to do mischief if it escapes, must keep it in and at his peril; and if he does so, he is *prima facie* answerable for all the damage which is the natural consequence of its escape. This is known as the rule in *Rylands v Fletcher* (also known as the wild beast theory". Indian Law: It has been held in several cases that the principle of *Rylands v. Fletcher* applies in India.

Question: X and Y live in the same building. X installs a water tank on Y's terrace to service both their flats in Y's absence because he went on an office trip. The water overflows from the tank one day and causes extensive damage to one of the walls of Y's flat. Decide.

- A) Y cannot claim any damages because the tank was installed for the benefit of Y too
- B) Y can claim damages from X because X installed the tank without Y's consent
- C) Y can claim damages because X did not inform Y of the risk of water overflow
- D) Y cannot claim damages from X because with benefits come the liabilities and overflow of water is normal wear and tear

Q74. Read the following passage and answer the questions.

The strict principle of law is: *sic utere tuo ut alienum non laedas*; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained

damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results to the neighbor. But, for any non-natural user, such as the introduction to the land of something which, in the natural condition of the

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Question: The Bio Gas plant with advanced safety measures was installed for town residents but due to increasing weather and lack of rain the vessels had leakages and the gas had escaped from a rupture and affected the crops in nearby fields. The farmers filed suit for damages-

- A) Biogas plant cannot be held liable for the crop loss because the plant took adequate care and precaution
- B) Biogas plant cannot be held liable because the installation was not for their own benefit but for the benefit of town residents
- C) Biogas plant will be held liable to pay damages because of the strict liability rule
- D) Both (b) and (c)

Q75. Read the following passage and answer the questions.

The strict principle of law is: *sic utere tuo ut alienum non laedas*; it means, everyone must so use his own as not to do damage to another. When this maxim is applied to landed property, it is necessary for the plaintiff to show not only that he has sustained damage but also that the defendant has caused it by going beyond what is necessary in order to enable him to have the natural use of his own land.

The owner or occupier of the land may lawfully use it for any purpose for which it might, in the ordinary course of the employment of land, be used. And for such natural uses of land, an owner will not, in the absence of negligence, be liable, though damage results

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land, is not upon it, he is liable if damage results to his neighbour. A person who, for his own purpose, brings on his land and collects and keeps there, anything likely to do mischief if it escapes, must keep it in and at his peril; and if he does so, he is prima facie answerable for all the damage which is the natural consequence of its escape. This is known as the rule in Rylands v Fletcher (also known as the wild beast theory". Indian Law: It has been held in several cases that the principle of Rylands v. Fletcher applies in India.

Question: Any entity charged with providing a service to society from government or statutory provision is-

- A) Exempted from liability whether negligence is present or not
- B) Not exempted from liability
- C) Exempted only if it is proved that there was no negligence on their part
- D) Exempted simpliciter

Q76. Read the following passage and answer the questions given below.

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in Johnson v. American National Red Cross as follows: "(1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff." Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to make its best efforts to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates breach of the duty of care; these include actions against the custom in an industry, violation of a

statute or in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by plaintiff, to show therefore that a breach of the duty must have occurred. After demonstrating there was a duty and it has been breached by defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that but for the defendant's negligent conduct, which could be either the defendant's act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. Proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages. Damage is the final element that must be proven to succeed in a negligence action; damages will not be presumed in a case. If the plaintiff does not demonstrate damages were suffered as a result of the defendant's negligence, the defendant will not be held liable for the tort of negligence. In *Johnson*, the Court of Appeals upheld the trial court's holding in favor of the Red Cross because it was not established the late Bernice Mantooth suffered any damages as a result her receiving two units of blood that the Red Cross provided which potentially was tainted with a rare undetectable strain of HIV.

Question: Which of the following is not an essential to prove Negligence?

- A) The defendant owed a duty of care
- B) The defendant should know he owed a duty of care
- C) The defendant should have breached the duty of care
- D) The breach of duty should result in injury

Q77. Read the following passage and answer the questions given below.

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To show actual cause, the plaintiff must prove that but for the defendant's negligent conduct, which could be either the defendant's act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. Proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages. Damage is the final element that must be proven to succeed in a negligence action; damages will not be presumed in a case. If the plaintiff does not demonstrate damages were suffered as a result of the defendant's negligence, the defendant will not be held liable for the tort of negligence. In *Johnson*, the Court of Appeals upheld the trial court's holding in favor of the Red Cross because it was not established the late Bernice Mantooth suffered any damages as a result her receiving two units of blood that the Red Cross provided which potentially was tainted with a rare undetectable strain of HIV.

Question: A who is a railway station employee sees that B has left his bag on the station, and to help B he throws the bag towards the moving train, however, the bag contained fireworks which exploded and caused injury to another passenger C, then:

- A) The Railway would be liable for negligence
- B) B would be liable for negligence
- C) Both Railway and B would be liable for negligence
- D) Nobody would be liable for negligence

Q78. Read the following passage and answer the questions given below.

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: “(1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff.” Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to make its best efforts to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant’s actions do not meet the required level of applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a question for the trier of fact. There are several ways a plaintiff demonstrates breach of the duty of care; these include actions against the custom in an industry, violation of a statute or in some cases, *res ipsa loquitur*. *Res ipsa loquitur* permits the mere fact that damages occurred, with some additional evidence presented by plaintiff, to show therefore that a breach of the duty must have occurred. After demonstrating there was a duty and it has been breached by defendant’s conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

To show actual cause, the plaintiff must prove that but for the defendant’s negligent conduct, which could be either the defendant’s act or omission to act if the situation or relationship required action by the defendant, the injuries or damages would not have occurred. Proximate cause of the injury is the legal causation aspect of this element which follows the chain of events from the negligent conduct to the damages. Damage is the final element that must be proven to succeed in a negligence action; damages will not be presumed in a case. If the plaintiff does not demonstrate damages were suffered as a result of the defendant’s negligence, the defendant will not be held liable for the tort of negligence. In *Johnson*, the Court of Appeals upheld the trial court’s holding in favor of the Red Cross because it was not established the late Bernice Mantooth suffered any damages as a result her receiving two units of blood that the Red Cross provided which potentially was tainted with a rare undetectable strain of HIV.

Question: ABC Company constructed an office for Municipal Corporation with a life span of 40 years, however the building was not maintained and collapsed after 50 years and injured some people, then the duty of care in this scenario would be of:

- A) The Builder
- B) The Municipal Corporation
- C) The State Government
- D) No duty of care is required in this scenario

Q79. Read the following passage and answer the questions given below.

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Question: A constructed a dam on a river, however, due to unexpected heavy rainfall the dam broke which caused injury to the village people, then:

- A) A would be liable for negligence
- B) The workers of dam would be liable for negligence
- C) The Construction material manufacture would be liable for negligence
- D) Nobody would be liable for negligence

Q80. Read the following passage and answer the questions given below.

Under the tort of negligence, there are four elements a plaintiff must establish to succeed in holding a defendant liable. The Court of Appeals of Georgia outlined the elements for a prima facie case of negligence in *Johnson v. American National Red Cross* as follows: "(1) a legal duty to conform to a standard of conduct; (2) a breach of this duty; (3) a causal connection between the conduct and the resulting injury; and (4) damage to the plaintiff." Under the first element, a legal duty to a standard of due care, the plaintiff must prove the defendant had a duty to conform to a standard of conduct for protection of the plaintiff against an unreasonable risk of injury. The duty of care will be determined by the applicable standard of care and several factors can heighten the standard of care depending upon the relationship between the parties, whether the plaintiff was foreseeable, the profession of the defendant, etc. For example, the Red Cross has a duty, when supplying blood donations to hospitals, to make its best efforts to ensure blood supplied is not tainted with any transferable viruses or diseases, such as an undetectable rare strain of HIV. A breach of the duty of care occurs when the defendant's actions do not meet the required level of applicable standard of care due to the plaintiff. Whether a breach of the duty of the applicable standard of care occurs is a

question for the trier of fact. There are several ways a plaintiff demonstrates breach of the duty of care; these include actions against the custom in an industry, violation of a statute or in some cases, *res ipsa loquitor*. *Res ipsa loquitor* permits the mere fact that damages occurred, with some additional evidence presented by plaintiff, to show therefore that a breach of the duty must have occurred. After demonstrating there was a duty and it has been breached by defendant's conduct, the plaintiff must prove his or her injuries were caused by such negligent conduct. To hold the defendant liable for such negligent conduct causing injuries, the plaintiff must prove actual cause and proximate cause.

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Question: Which of the following is an example of Contributory negligence?

- A) A while driving and using his mobile meets with an accident with a small kid
- B) A while driving a car and using his mobile meets with an accident with a another driver who is driving on wrong side
- C) A while driving car using his mobile crashes into a house without injuring anybody
- D) A while driving car using his mobile crashes into a tree which falls on another person's car

Q81. Read the passage and answer the question that follow.

Going by the principle laid in the case of *Rylands v Fletcher*, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damaged caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his

premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (Violenti non fit injuria).

According to the rule of absolute liability, if any person is engaged in an inherently dangerous or hazardous activity, and if any harm is caused to any person due to any accident which occurred while carrying out such inherently dangerous and hazardous activity, then the person who is carrying out such activity will be held absolutely liable. The exception to the strict liability rule also wouldn't be considered. The rule laid down in the case of MC Mehta v UOI was also followed by the Supreme Court while deciding the case of Bhopal Gas Tragedy case. To ensure that victims of such accidents get quick relief through insurance, the Indian Legislature passed the Public Liability Insurance Act in the year 1991.

Question: X used to keep a lion as his pet animal. One day, thea lion escaped his premises and entered the premises of Y and killed the son of Y. Discuss the liability of X.

- A) X will be absolutely liable for his act.
- B) X will be strictly liable for his act.
- C) X will be vicariously liable for his act.
- D) X will not be liable because it was mere accident.

Q82. Read the passage and answer the question that follow.

Going by the principle laid in the case of Rylands v Fletcher, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damaged caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (Violenti non fit injuria).

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Question: X is a guest of Y. X came to Y place for a night stay and in the midnight phone of Y blastedblast on the bed, which caused grievous hurt to X. Discuss the liability of Y.

- A) Y will be strictly liable.
- B) Y will be absolutely liable.
- C) There will be no liability of Y.
- D) Y will be liable for inviting X.

Q83. Read the passage and answer the question that follow.

Going by the principle laid in the case of *Rylands v Fletcher*, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damaged caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (*Volenti non fit injuria*).

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the case of Bhopal Gas Tragedy case. To ensure that victims of such accidents get quick relief through insurance, the Indian Legislature passed the Public Liability Insurance Act in the year 1991.

Question: If Amit and Bejal are neighbours and share the same water source which is on Amit's land. If the water leaks and causes damage to Bejal, what will be the liability of Amit?

- A) Bejal can claim damage from Amit.
- B) Amit will be strictly liable.
- C) Amit will be absolutely liable.
- D) Bejal cannot claim any damages as Amit would not be liable for any damage.

Q84. Read the passage and answer the question that follow.

Going by the principle laid in the case of Rylands v Fletcher, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damage caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (Volenti non fit injuria).

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Question: Rohan's horse died after entering Sohan's property and eating some poisonous leaves. Discuss the liability of Sohan.

- A) Rohan can claim damages from Sohan as leaves were poisonous in the premises of Rohan.
- B) Rohan cannot claim damages from Sohan as it was Rohan's fault.
- C) Rohan can claim damages from Sohan because dangerous things are not allowed to keep.
- D) Rohan can claim damages because his horse died.

Q85. Read the passage and answer the question that follow.

Going by the principle laid in the case of Rylands v Fletcher, it can be said that if a person brings on his land and keeps some dangerous thing, and such a thing is likely to cause some damage if it escapes, then such person will be answerable for the damaged caused. The person from whose property such substance escaped will be held accountable even when he hasn't been negligent in keeping the substance in his premises. The liability is imposed on him not because there is any negligence on his part but the substance kept on his premises is hazardous and dangerous. Based on this judicial pronouncement, the concept of strict liability came into being. There are some essential conditions that should be fulfilled to categorize a liability under the head of strict liability. There are some exceptions to the rule of strict liability as Plaintiff's fault, Act of God, Act of the third party, Consent of Plaintiff (Volenti non fit injuria).

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Question: There was a leakage of poisonous gas from a factory, which resulted the death of several people. What will be the liability of factory's owner?

- A) He will not be liable because it happens by mistake.
- B) He will not be liable because it was an act of God.
- C) He will be absolutely liable.

D) He will be strictly liable.

Q86. Read the following passage and answer the questions.

Liability law, an important component of the legal architecture, seeks to hold persons or entities liable for the harm or damage they cause to others. The terms 'strict liability' and 'absolute liability' are the key concepts of the law.

Strict responsibility is a legal principle that holds an individual or entity liable for damages caused by their acts or activities, regardless of measures taken or intentions. The plaintiff does not need to prove carelessness or blame; all that is required is that the defendant's actions caused the damage. For example, if a pet tiger owned by an individual escapes and injures someone, the owner may be held accountable under strict responsibility, even though all reasonable steps were taken to avoid the escape.

However, strict responsibility is not without defences. Defendants may argue that the plaintiff freely embraced the risk or that the plaintiff's fault contributed to the loss, potentially absolving them from the obligation.

Absolute liability, on the other hand, is a tougher form of culpability in which the defendant is held accountable for the damage they do, regardless of safeguards taken or defences raised. This principle refers to inherently harmful activities or substances where the risk of injury is so great that those involved are expected to bear full responsibility for any damages if any escape.

Following the Bhopal Gas Tragedy, the concept of absolute culpability evolved in India. The Supreme Court of India created the notion of absolute liability in its historic judgement (M.C. Mehta versus Union of India), holding the firm involved accountable for the disastrous repercussions of the gas leak, regardless of the safeguards they claim to have taken.

Question: Strict liability applies to which of the following?

- A) Only intentional torts.
- B) Only negligent torts.
- C) Inherently dangerous activities.
- D) Only activities regulated by the government.

Q87. Read the following passage and answer the questions.

Liability law, an important component of the legal architecture, seeks to hold persons or entities liable for the harm or damage they cause to others. The terms 'strict liability' and 'absolute liability' are the key oceans of the law.

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Question: Mr. Johnson owns a pet leopard, which he keeps in a well-secured enclosure. Despite the security, the leopard escapes one day and injures a passerby. In this case:

- A) Mr. Johnson is not liable as he took all possible precautions.
- B) Mr. Johnson is liable only if he intentionally let the leopard escape.
- C) Mr. Johnson is liable because his leopard caused harm.
- D) Mr. Johnson is not liable unless he was aware that the leopard might escape.

Q88. Read the following passage and answer the questions.

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Question: A construction company is conducting blasting operations in a populated area. Despite following all safety guidelines and precautions, a flying rock from the blasting zone damages a nearby car. In this case:

- A) The construction company is not liable because it followed all safety guidelines.
- B) The construction company is liable only if it knew the damage could occur.
- C) The construction company is liable because its operations caused damage.
- D) The construction company is not liable because the car owner should have moved his car.

Q89. Read the following passage and answer the questions.

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Strict responsibility is a legal principle that holds an individual or entity liable for damages caused by their acts or activities, regardless of measures taken or intentions. The plaintiff does not need to prove carelessness or blame; all that is required is that the defendant's actions caused the damage. For example, if a pet tiger owned by an individual escapes and injures someone, the owner may be held accountable under strict responsibility, even though all reasonable steps were taken to avoid the escape.

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Question: A nuclear power plant, despite having top-tier safety measures, experiences a reactor meltdown due to an unforeseen natural calamity, causing radioactive pollution in the neighbouring areas. In this case:

- A) The nuclear power plant is not liable because the meltdown was due to a natural calamity.
- B) The nuclear power plant is liable only if it knew a natural calamity could cause a meltdown.
- C) The nuclear power plant is liable because its operations caused harm
- D) The nuclear power plant is not liable because it had all safety measures in place.

Q90. Read the following passage and answer the questions.

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Question: A chemical factory, following all safety guidelines and regulations, suffers an unexpected explosion due to a malfunctioning valve, leading to a toxic gas leak. The leak causes severe health issues among the local residents. In this case:

- A) The chemical factory is not liable as it followed all safety guidelines and regulations.
- B) The chemical factory is liable only if it intentionally caused the malfunction.
- C) The chemical factory is liable because its operations caused harm.
- D) The chemical factory is not liable unless it was aware of the faulty valve.

Q91. Read the following passage and answer the question.

This legal principle denotes that an individual or entity can be held accountable for the actions of another person, typically within the scope of a relationship where one party has the right, ability or duty to control the activities of the other. A common instance of vicarious liability is in an employer-employee relationship. If an employee causes harm to another while carrying out their duties, the employer could potentially be held liable. This is because the employer has control over the employee's activities during work and thus, indirectly, the consequences of those activities. For example, if a delivery driver negligently crashes into another car while on a delivery, the company could be held vicariously liable for the damage. The rationale behind vicarious liability lies in balancing the scales of justice and promoting safety. By holding employers accountable for their employees' actions, vicarious liability encourages them to enforce stricter safety measures and supervise their employees' conduct more effectively. However, it's worth noting that not all actions of an employee give rise to vicarious liability.

The misconduct must occur within the 'course and scope' of employment. If the employee's actions were personal or outside the range of their duties, the employer may not be held responsible. Vicarious liability is not limited to employer-employee relationships; it can also arise in other contexts where one party has the right to control the conduct of another. These can include relationships between principals and agents, partners in a partnership, and even parents and their minor children in some jurisdictions. Vicarious liability, therefore, serves as a reminder that the ability to control another's conduct comes with a potential legal responsibility for their actions, encouraging all to exercise this power with care and diligence.

Question : During working hours, Mr. Smith, a pizza delivery driver for Pizzalicious, accidentally hits a pedestrian while he is rushing to deliver a pizza. In this case:

- A) Pizzalicious is not liable because Mr. Smith was driving.
- B) Pizzalicious is liable because it employed Mr. Smith.
- C) Pizzalicious is liable only if it instructed Mr. Smith to rush.
- D) Pizzalicious is not liable because Mr. Smith was negligent.

Q92. Read the following passage and answer the question.

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Question : Ms. Johnson, a teacher at Sunny Day School, is involved in a car accident on her way home after school. In this case:

- A) Sunny Day School is liable because Ms. Johnson is their employee.
- B) Sunny Day School is not liable because the accident occurred outside school hours.
- C) Sunny Day School is liable only if it owns the car.
- D) Sunny Day School is not liable because Ms. Johnson was not performing her duties at the time of the accident.

Q93. Read the following passage and answer the question.

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Question : A babysitter hired by the Smith family accidentally spills hot coffee on a visitor. In this case

- A) The Smith family is liable because they hired the babysitter.
- B) The Smith family is not liable because the babysitter is an independent contractor.
- C) The Smith family is liable only if they provided the coffee.
- D) The Smith family is not liable because the visitor should have been careful.

Q94. Read the following passage and answer the question.

This legal principle denotes that an individual or entity can be held accountable for the actions of another person, typically within the scope of a relationship where one party has the right, ability or duty to control the activities of the other. A common instance of vicarious liability is in an employer-employee relationship. If an employee causes harm to another while carrying out their duties, the employer could potentially be held liable. This is because the employer has control over the employee's activities during work and thus, indirectly, the consequences of those activities. For example, if a delivery driver negligently crashes into another car while on a delivery, the company could be held vicariously liable for the damage. The rationale behind vicarious liability lies in balancing the scales of justice and promoting safety. By holding employers accountable for their employees' actions, vicarious liability encourages them to enforce stricter safety measures and supervise their employees' conduct more effectively. However, it's worth noting that not all actions of an employee give rise to vicarious liability.

The misconduct must occur within the 'course and scope' of employment. If the employee's actions were personal or outside the range of their duties, the employer may not be held responsible. Vicarious liability is not limited to employer-employee

relationships; it can also arise in other contexts where one party has the right to control the conduct of another. These can include relationships between principals and agents, partners in a partnership, and even parents and their minor children in some jurisdictions. Vicarious liability, therefore, serves as a reminder that the ability to control another's conduct comes with a potential legal responsibility for their actions, encouraging all to exercise this power with care and diligence.

Question : At a school picnic, a teacher negligently leaves a gate open, and a child wanders off and gets injured. In this case

- A) The school is not liable because the teacher was negligent.
- B) The school is liable because the teacher was performing her duties at the time of the incident.
- C) The school is not liable because the incident happened outside school grounds.
- D) The school is liable because the teacher was appointed by the school and the picnic was organised by school.

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Question : A barista at The Cozy Cup, a local café, spills hot coffee on a customer causing burns. The barista was rushing because the café was extremely busy. In this case:

- A) The Cozy Cup is not liable because the barista was negligent.
- B) The Cozy Cup is liable because the barista was performing her duties at the time of the incident.
- C) The Cozy Cup is not liable because the customer should have been careful.
- D) The Cozy Cup is liable only if it owns the coffee machine.

Q96. Read the given passage and answer the following question.

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Vicarious liability, therefore, serves as a reminder that the ability to control another's conduct comes with a potential legal responsibility for their actions, encouraging all to exercise this power with care and diligence.

Question : During working hours, Mr. Smith, a pizza delivery driver for Pizzalicious, accidentally hits a pedestrian while he is resting to deliver a pizza. In this case

- A) Pizzalicious is not liable because Mr. Smith was driving.
- B) Pizzalicious is liable because it employed Mr. Smith.
- C) Pizzalicious is liable only if it instructed Mr. Smith to rush.
- D) Pizzalicious is not liable because Mr. Smith was negligent.

Q97. Read the given passage and answer the following question.

This legal principle denotes that an individual or entity can be held accountable for the actions of another person, typically within the scope of a relationship where one party has the right, ability and duty to control the activities of other.

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Question : Miss Johnson a teacher at sunny day school is involved in a car accident on away home after school. In this case,

- A) Sunny Day School is liable because Ms. Johnson is their employee.
- B) Sunny Day School is not liable because the accident occurred outside school hours.
- C) Sunny Day School is liable only if it owned the car.
- D) Sunny Day School is not liable because Ms. Johnson was not performing her duties at the time of the accident.

Q98. Read the given passage and answer the following question.

This legal principle denotes that an individual or entity can be held accountable for the actions of another person, typically within the scope of a relationship where one party has the right, ability and duty to control the activities of other.

A common instance of vicarious liability is in an employer-employee relationship. If an employee causes harm to another while carrying out their duties, the employer could potentially be held liable. This is because the employer has control over the employee's activities during work and thus, indirectly, the consequences of those activities. For example, if a delivery driver negligently crashes into another car while on a delivery, the company could be held by vicarious to liable for the damage.

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Vicarious liability, therefore, serves as a reminder that the ability to control another's conduct comes with a potential legal responsibility for their actions, encouraging all to exercise this power with care and diligence.

Question : A babysitter hired by the Smith family accidentally spills hot coffee on a visitor. In this case,

- A) The Smith family is liable because they hired the babysitter.
- B) The Smith family is not liable because the babysitter is an independent contractor.

- C) The Smith family is liable only if they provided the coffee.
- D) The Smith family is not liable because the visitor should have been careful.

Q99. Read the given passage and answer the following question.

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Question : At a school picnic a teacher negligently lets a gate open and a child wanders off and gets injured. In this case,

- A) The school is not liable because the teacher was negligent.
- B) The school is liable because the teacher was performing her duties at the time of the incident.
- C) The school is not liable because the incident happened outside the school grounds.
- D) The school is liable only if it owns the picnic location.

Q100. Read the given passage and answer the following question.

This legal principle denotes that an individual or entity can be held accountable for the actions of another person, typically within the scope of a relationship where one party has the right, ability and duty to control the activities of other.

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- B) The Cozy Cup is liable because the barista was performing her duties at the time of the incident.
- C) The Cozy Cup is not liable because the customer should have been careful.
- D) The Cozy Cup is liable only if it owns the coffee machine.

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
(B)	(C)	(C)	(D)	(A)	(B)	(A)	(D)	(A)	(C)
11	12	13	14	15	16	17	18	19	20
(D)	(B)	(B)	(B)	(A)	(A)	(B)	(D)	(A)	(C)
21	22	23	24	25	26	27	28	29	30
(B)	(B)	(B)	(A)	(A)	(A)	(C)	(D)	(A)	(B)
31	32	33	34	35	36	37	38	39	40
(B)	(D)	(B)	(D)	(B)	(C)	(A)	(B)	(B)	(A)
41	42	43	44	45	46	47	48	49	50
(B)	(D)	(A)	(D)	(B)	(B)	(C)	(D)	(D)	(C)
51	52	53	54	55	56	57	58	59	60
(C)	(B)	(B)	(B)	(A)	(D)	(D)	(A)	(A)	(D)
61	62	63	64	65	66	67	68	69	70
(A)	(B)	(B)	(D)	(B)	(D)	(C)	(D)	(D)	(C)
71	72	73	74	75	76	77	78	79	80
(C)	(B)	(B)	(D)	(C)	(B)	(D)	(B)	(D)	(B)
81	82	83	84	85	86	87	88	89	90
(B)	(C)	(D)	(B)	(C)	(C)	(C)	(C)	(C)	(C)
91	92	93	94	95	96	97	98	99	100
(B)	(D)	(B)	(D)	(B)	(B)	(D)	(B)	(B)	(B)

SOLUTIONS

1-B

As per the law, if a person uses a dangerous substance which may be a natural use of land & if such substance escapes, he shall be held liable even though he has taken proper care. Further, the extent of damages depends on the magnitude and financial capability of the institute. Hence, Option (b) is correct

2-C

There is no escape of any poisonous substance from X's estate hence Rylands vs. Fletcher rule of strict liability is not applicable in this scenario. This eliminates 1) and 2). Option 4) is incorrect since the goat escaping is and entering X's land is not something that can be reasonably foreseen. Hence 3) is the correct answer.

Please refer to Ponting v. Noakes.

3-C

In this case, the scenario of Carstairs vs. Tylor would be applied. The rainwater harvesting unit was constructed with the consent of both, including the materials to be used. Further, both benefited from it. Hence 3) is the correct answer.

4-D

In this scenario, there is no liability on the factory since there was no leakage of any substance from the factory or from the waste disposal unit, also the waste was disposed of appropriately by X. Hence there is no liability of any sort on X or the factory. Hence 4) is the correct answer.

5-A

Everyone has a right to operate in a free market and no consent is needed before opening it. The point that the NGO is not for a noble cause and non-profit is irrelevant since there won't be any liability even if Y had wanted to open a pet shop. This is in coherence with the principle of "Damnum sine Injuria". Hence the correct answer is 1) Y is not liable for any damages since there is no legal right of X that he has infringed.

6-B

X had achieved the role rightfully and is part of the filming crew, this makes his safety the responsibility of the crew. Option 1) is incorrect as X signed to act not for a drone falling on him. Option 3) is incorrect since malfunctioning of a drone is something that is a plausible occurrence when shooting is in progress. Option 4) is incorrect since the crew would have been liable for any incident that happened during the normal course of the shooting. Hence 2) is the correct answer.

7-A

The law of malicious prosecution states that there has to make its way between two competing principles, -freedom of action that every man should have in bringing criminals to justice and the necessity for checking lying accusations of innocent people.

8-D

MUNISH only threatened but hasn't initiated malicious prosecution therefore JAGDISH cannot claim relief but he can get relief for intimidating and threatening him under other laws.

9-A

Plaintiff filed for relief against the defendant as the defendant initiated malicious prosecution therefore the first requirement will be false prosecution by the defendant against the plaintiff, not the other way round.

10-C

In the case of Padmavati v. Dugganaika, the driver of the jeep goes to fill the petrol in it. Two people ask for a lift. After some time, the jeep got toppled due to some issue with the right wheel. The two strangers who took the lift were thrown out of the jeep and they suffered some injuries leading to the death of one person.

Here, the Court held that the driver is not liable for any damages or offence because- It was a case of an accident and the strangers had voluntarily gotten into the vehicle. But, the principle of Volenti non fit injuria was not applicable here.

11-D

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them.

12-B

Malicious prosecution is a common law tort, which found its origin in the ancient English regime. The most important aspect of a person's life is his life, liberty, and reputation. The concept of malicious prosecution safeguards all three of them by effectively protecting the person from unwanted and maliciously instituted proceedings. The origin of this concept, in effect, came from the abuse of the judicial process.

13-B

If a person agrees to the publication of something about which he was aware of, then such person cannot sue him on grounds of defamation.

14-B

In *Lakshmi Rajan v. Malar Hospital*, a married woman aged forty noticed a lump in one of her breasts but this pain does not affect her uterus. After the operation, she saw that her uterus has been removed without any justification. The hospital authorities were made liable for the removal of her uterus as her consent was taken for the treatment of the lump and not for removing the uterus.

15-A

In the case of *Hegarty v. Shine*, Court observed that mere concealment of facts is not considered to be a fraud to vitiate consent. Hence, the action will fail because mere lack of disclosure of facts does not amount to fraud based on the principle *ex turpi causa non oritur actio* i.e. no action arises from an immoral cause.

16-A

In the case of *Smith v. Baker*, the plaintiff worked on a drill to cut rocks. Some stones were being conveyed using a crane over his head. Once a stone fell on his skull causing some injuries. The court held that the defendants were negligent as they did not inform him before. Mere knowledge of risk does not mean that the person has consented to risk. The maxim *volenti non fit injuria* has no application. But, if a person ignores the instructions given by the employer thereby suffering injury then this maxim applies.

17-B

Vishudh can be held liable for the tort of a nuisance but not trespass. There is a very thin line between tort of nuisance and trespass. Trespass is encroachment upon property whereas nuisance is interference upon another's right to enjoy his property. Here, branches did not encroach upon property but caused interference in freely enjoying one's property.

18-D

In *Homes V. Wilson*, the authorities had constructed a road/bridge. They erected buttresses on the plaintiff's land to support such infrastructure and had not removed them. The authorities were liable to pay full compensation and had further action in continuing trespass in which they were held liable. In continuing trespass, encroachment remains until such object or act is either removed or stopped.

19-A

In case of aerial trespass the object that enters the land aerially should be at such height that it violates the plaintiff's right to enjoy his property. In the present case, an aeroplane that is passing at a height over Raghav's land cannot for the act of trespass, because it does not violate the ordinary use of his land.

20-C

By application of the doctrine of prescriptive easements, the land owner loses the absolute right to exclude people from taking possession of his land when a non-owner has used that land openly, peaceably, continuously, and under a claim of right adverse to the owner for a specified time period.

21-B

In the case of *Sentini Cermica P. Ltd. Vs Kunchi Krishna Mohan and Ors* which cleared law related to Statutory Authority, Court held that Search and seizure on the property of the appellant do not constitute an act of trespass as the act is carried out with sufficient legal backing.

22-B

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23-B

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ignores the instructions given by the employer thereby suffering injury then this maxim applies.

26-A

In this case, both the drivers were equally negligent. Damage was caused not by joint action but separate actions. Therefore, A is not entitled to claim damage from the bus driver, owner, or insurance company. Both drivers are not joint tortfeasors, and their liability was not joint and several.

27-C

The principle of joint liability is joint and not several. In this case, due to the rash and negligent Act of both P and Q, the woman sustained severe burns. Therefore, the woman has a choice to hold either P or Q or both of them liable for the Act. Each one of them can make full payment of compensation to the woman.

Hence c) is the right answer.

28-D

According to the principle of joint liability, the liability of the defendants is joint and several. Therefore, Y is entitled to hold either X or the editors and printers for publishing defamatory letters in the magazine.

Hence d) is the right answer.

29-A

The principle of joint liability is also applicable to the principal and agent. If any negligent act or wrong is done by the agent for which the plaintiff suffered loss or injury, both the principal as well as the agent are jointly and severally liable.

Hence a) is the right answer.

30-B

The principle of joint liability is applicable in the relationship of a master and servant. Where the master can be held liable for the wrongful Act of the servant, therefore, both the master as well as the servant is liable as a joint tortfeasor.

Hence b) is the right answer.

31-B

In order to prove the tort of negligence, it is necessary to prove that the person who committed negligence owed a duty of care that was breached by him, which resulted in injury to another person. However, it is not necessary to establish that the person knew that he owed a duty of care.

Hence b) is the right answer.

32-D

The Court, in the case of Palsgraf vs Long Island Railroad Co(1928), has held that the cause of the injury should be in direct relation with the Act; however, in this case, the railway employee was not aware that the bag contained fireworks. Therefore C would not be entitled to claim any damages for negligence.

Hence d) is the right answer.

33-B

The Supreme Court, in the case of Municipal Corporation Of Delhi vs Subhagwanti & Others reported as 1966 SCR (3) 649 in similar circumstances has held that the duty of care towards the public was of the Municipal Corporation to repair the building and therefore the Municipal Corporation would be liable to pay compensation in case someone gets injured due to the collapse of the building.

Hence b) is the right answer.

34-D

The Court, in the case of Nichols v. Marsland (1876), has held that a person cannot be held negligent in case of an injury caused due to an act of God, and in this scenario, the dam broke due to an unexpected act of God which was beyond the control of A. Therefore, he would not be liable for negligence.

Hence d) is the right answer.

35-B

Contributory negligence is a defence in tort law that reduces the liability of the defendant if the other person is also at fault. In this scenario, both the drivers are negligent and are at fault; therefore, nobody would be entitled to receive damages for negligence in this scenario.

Hence b) is the right answer.

36-C

Option c) is correct, as it is an important factor to publish the untrue and false statements and it has not happened and was true. As the publication was not false for the matter already happened.

37-C

According to Section 500 of IPC option A is the correct answer. As it was not only a true statement as given in option C but it was honestly criticised for public interest. As it is an exception provided under the act of defamation

38-A

As he published with intention to harm the reputation of the victim. Option A is not correct option as he was thinking that it would be funny if he circulate it among his friends.

39-B

As there is no proof that the statement was made is true or false to prove it in court for defamation. The matter needs to be proved in the court of law the

40-A

As it was not published among people. It was emailed to Rohit and cannot cause injury to his reputation.

41-B

This question is based on the facts of the case of Gloucester Grammar School In that case the court held that though there was damage, there was no legal injury because no one has a right to an unrestricted and protected market. Fair competition is natural, and there is no right to protect you from it.

42-D

A violation of a legal right, with or without damages, gives rise to tort.

43-A

The act is not something that was not supposed to be done. Every man is entitled to mow his lawn with a properly functioning electric lawn mower as long as he does not do it at some unearthly hour, thus waking up the entire neighbourhood. The damage, if any, to the neighbour, is not legal damage because though every person is entitled to peace and quiet within his property, this is subject to reasonableness.

44-D

No person can enforce a right that s/he has voluntarily waived. Hence, the defence of *volenti non fit injuria* is available to Mahendra.

45-B

The shot was fired at the pheasant in a reasonable manner, and therefore the person being hit by a bullet amounted to the inevitable accident.

46-B

In the given case the action of B is a Trespass and all the requirements for the same are being fulfilled. The plaintiff is having a lawful possession and a person entered there unlawfully. Option B is the correct answer. Option A is incorrect as a positive object cannot justify an act of Trespass. Option C is also incorrect as action B does not fall under an exception. Option D is incorrect as it is incorrect to presume the match was being conducted with only ball and retrieving the same was a necessity.

47-C

It can be noted that necessity is a defence of trespass. In the given case, had X not taken Y's crops indoors, they would have all been destroyed. Hence, X was acting under necessity and therefore option c) is the correct answer. Option A is incorrect as it states the action to be trespassing Option b) is not precise while option c) is. Option d) is incorrect.

48-D

It is given in the passage that in order for establishing a tort of trespass, there to have been a fault by the defendant. In essence, the interference must have been a voluntary act of the defendant without the consent or authorisation of the plaintiff in possession of the land. In the given case there was no fault of the defendant and hence the requirements are not fulfilled.

49-D

While taking the defence of consent, the onus is on the defendant. To prove that they entered the land with the consent of the plaintiff. Option d) states otherwise. Therefore, it is incorrect Rest of the options are clearly explained in the passage.

50-C

One of the exceptions to Trespass is necessity. In the said case, there was a necessity and King, believing it in all honesty, tried rescuing Ray and his family from shelling. Hence option C shall be the correct answer. Option a) is incorrect as King's interference was not unlawful.

51- C

The agreement is void due to a mutual mistake of fact essential to the contract. As clearly stated in maxim *ignorantia facti excusat ignorantia juris non excusat* here both the parties are under the mistake of fact as they were unaware of the death. This agreement is void.

52-B

No, the contract is invalid because there was a mistake regarding the identity of the person the company intended to contract with. As stated in the passage A mistake as to identity occurs when one of the parties represents himself to be some person other than he really is. Here Ram's twin brother is faking up another identity and others are under the mistake of fact thus the contract is void.

53-B

The contract is void because there was a mistake as to the identity of the artist. Here Aisha has posed as a famous painter and thus faked her identity. The buyer Jaya got influenced thinking that Aisha is a famous painter and was under a mistake thus the contract is void

54-B

No, the contract is not void because this was a mistake regarding the value, not a matter of fact. She bought the land with the thought that it'll have a gold mine but it didn't affect the value of the actual land. She bought the place with all her consciousness thus the buying of land is not a mistake.

55-A

The contract is void because both parties were mistaken about an essential fact of the agreement. When the subject matter of the contract is compromised or mistaken the contract doesn't exist and under the context of the mistake of both parties, the contract is void.

56-D

In accordance with the passage, any action that aids State machinery must be supported by legal authority. The claim of privacy breach claimed by W cannot be upheld because every step of the process was done in accordance with the usual terms and conditions. We rule out options A and B as a result. Since the justification offered by option C does not line up with the information in the passage, it is not the correct answer.

57-D

In accordance with the passage, In order to do such, there must be written legislation authorizing an investigating agency to perform an act of surveillance. A law of this nature must adhere to the requirements of the Constitution, specifically Part III of the Constitution. In addition to protecting the person's privacy, this would stop any arbitrary action. The whole passage is about state surveillance. As a result, we rule all options A, B and C.

58-A

An individual's right to privacy can be breached if their privacy is invaded in an unauthorized and illegal manner. It is clear from using common sense that P's right to privacy has not been harmed since he gave the police permission to access the CCTV.

We rule out option B as a result. Options c) and d) are ruled out since they both offer reasoning that is illogical, absurd, and lacking in any legal justification.

59-A

Justice Sundresh emphasizes the need for a codified law that empowers investigating agencies to undertake surveillance while preserving the privacy of individuals and preventing arbitrary actions. Option B is incorrect because although a clear demarcation is mentioned, it is not the key aspect emphasized by Justice Sundresh in relation to enabling surveillance. Option C is incorrect because although the doctrine of proportionality is mentioned, it is not the primary focus in the context of enabling surveillance. Option D is incorrect because although the larger interest of the public is mentioned, it does not capture the specific aspect highlighted by Justice Sundresh regarding the Constitutional mandate and the fundamental right to privacy.

60-D

The International Convention on the Elimination of All Forms of Racial Discrimination primarily focuses on the prohibition and elimination of racial discrimination rather than specifically addressing the right to privacy. On the other hand, the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the European Convention on Human Rights explicitly recognize and protect the right to privacy as a fundamental human right.

61-A

It is the most appropriate answer, here as teh someone to claim the defence of mistake of fact it is important that the act is fought justified by means of the defence to be the legal first place. In the given fact, Ketaki, who was thought to be Ram was wanted as a criminal.

62-B

In the factual scenario, Anish reported the alleged smuggling of wheat to the police in good faith i.e. he genuinely believed that there was an illegal activity being carried out, his actions therefore, were a mistake of fact and not law.

63-B

For a person to claim the defence of accident it is imperative that the person does the alleged act without any criminal intent or knowledge. The injured caused must be the result of misfortune in the given factual scenario, Kamlesh cannot be said to have criminal intent to harm a human being, as had a good read to believe that the person

was an animal destroying his crop as they spotted frequently. Therefore option (b) is correct.

64-D

As per the passage the defence of an accident is to be successfully claimed, It is necessary that the act in addition to being done without criminal intent or knowledge be lawful and done in a lawful manner. None of these ingredients are reflected in Awez's actions. Therefore option (d) is correct.

65-B

For the defence of accident to be successfully claimed it is necessary that the act in addition to being done without a criminal intent or knowledge be lawful and done in a lawful manner. In this scenario, Awez intended to drive away the dog from the fight scene and he cannot be said to have intended the death of the child. Hence option b is correct.

66-B

In this situation, the principle "A right of action cannot arise out of an illegal activity" is the decisive factor. There is no claim as driving a car that is stolen is itself an illegal activity.

67-D

The accident was inevitable since the bolts were unfastened unbeknownst to B. option b) is not the correct answer because of the concept of "remoteness of damage". Option a) is not the right answer as well, since while consenting to take the lift, there was no possibility of being aware of the unfastening bolts, or the risks involved.

68-C

A person residing in society owes a certain level of responsibility to his neighbours. In this scenario, he should have taken care of the bug-infested woodwork, since it could have harmed anyone on any day. He cannot claim the defence of "vis major". The second option is not right as Y was not aware of the infestation, and c) is not right since X's son not getting injured is something that happened because of pure luck.

69-D

The reason why option a) is not true is that there was no way for X to ensure that the ones who asked him to stop firing were indeed policemen. However, he might be liable

for causing hurt. Rest options b) and c) are true as use of force was not necessary when the robbers were outside the house, and X should have called the police immediately.

70-C

X is liable to pay damages since he has no right to provide medical help, as it requires permission from the right authorities. He is also liable for causing hurt, or grievous hurt depending upon the magnitude of infection. a) is not the right option since medical malpractice cannot be levied on someone with no medical licence. b) is not the right option since the consent was wrongfully obtained, and B was not in a condition to know whether X was a doctor or not. d) is not the right option since those people had no wrongful intent.

71-C

Exceptions to the Strict Liability Rule- Wrongful act of third party: When a third party to the two parties in question commits a wrong that brings about a set of circumstances that could damage a person or his property, it is called a wrongful act of third party and is a defence to the strict liability rule.

72-B

One of the exceptions to the rule of strict liability is when the plaintiff himself is at fault. When it is the fault of the plaintiff himself due to which his property or person has been damaged, he cannot claim damages from the defendant.

73-B

One of the exceptions against the rule of strict liability is when Work is maintained for the common benefit of the plaintiff and defendant, with the consent of the plaintiff. Then the plaintiff cannot claim damages. But here Y can claim damages because X never took his consent.

74-D

Here, in Dunne v. North West Gas Board case, the plaintiffs brought an action against the Board after the gas had escaped from a rupture in the water main leading to five different casualties. The defendant was not held liable as it was a consented act and the Board had not accumulated the substance for its own benefit but for the benefit of the residents.

75-C

If any entity provides services due to statutory obligation then in such case the entity cannot be held liable if there is no negligence on their part. This is an exception to the rule of strict liability.

76-B

In order to prove the tort of negligence it is necessary to prove that the person who committed negligence owed a duty of care which was breached by him which resulted in injury to other person. However it is not necessary to establish that the person knew that he owed a duty of care.

77-D

The Court in the case of *Palsgraf vs Long Island Railroad Co*(1928) has held that the cause of injury should be in direct relation with the act, however in this case the railway employee was not aware that the bag contained fireworks, therefore C would not be entitled to claim any damages for negligence.

78-B

The Supreme Court, in the case of *Municipal Corporation Of Delhi vs Subhagwanti & Others* reported as 1966 SCR (3) 649 in similar circumstances has held that the duty of care towards public was of the Municipal Corporation to repair the building and therefore the Municipal Corporation would be liable to pay compensation in case someone gets injured due to the collapse of the building.

79-D

The Court in the case of *Nichols v. Marsland* (1876) has held that a person cannot be held negligent in case of an injury caused due to an act of god and in this scenario the dam broke due to unexpected act of god which was beyond the control of A, therefore, he would not be liable for negligence.

80-B

Contributory negligence is a defense in tort law that reduces the liability of the defendant if the other person is also at fault. In this scenario both the drivers are negligent and are at fault, therefore nobody would be entitled to receive damages for negligence in this scenario.

81-B

Essential of Strict liability is: - Dangerous things which escape from the control and non-natural use of land. Here, in our case, the lion is considered as dangerous thingthings which escape from the premises, and X was in the use of non-natural use of land.

Hence, option (b) is correct answer.

82-C

Essential of Strict liability is: - Dangerous Things which escape from the control and non-natural use of land. Here, the first essential is not fulfilled. Phone cannot be considered as a dangerous item. Hence, no point of strict liability exists here. It is not connected to absolute liability as Y is not engaged in any hazardous activity.

Hence, option (C) is correct.

83-D

There are some exceptions to Strict liability. 'Consent of the Plaintiff' is one of the exceptions and it follows the principle of 'volenti non fit injuria'. In our case, consent of Bejal was there for the water source, and if it escaped from the scope of Amit, she can not claim any damages.

Hence, option (D) is correct.

84-B

If the plaintiff is at fault and damage is caused, the defendant would not be held liable since the plaintiff himself came into contact with the dangerous thing. This is one of the exceptions of Strict liability. Rohan's horse came in contact of dangerous leaves and died.

Hence, option (b) is correct.

85-C

If a person is engaged in an inherently hazardous or hazardous activity and harm is caused to a person as a result of an accident which occurred while engaged in such inherently hazardous and hazardous activity, then under the rule of absolute liability the person carrying out such activity shall be held fully liable. Here, Factory's owner will be liable as it fulfills all the condition of absolute liability.

Hence, option (C) is correct.

86-C

Strict liability applies to activities that are inherently dangerous, meaning they have an elevated risk of causing harm even when all possible precautions are taken. This does not mean that strict liability is limited to such activities, but it is commonly applied in these situations.

87-C

This scenario is an example of strict liability. The nature of the activity (keeping a wild animal) is inherently dangerous. Despite all precautions taken, if harm is caused, the owner is held liable. The liability arises from the fact that Mr. Johnson's leopard caused harm, irrespective of his intentions or the precautions he took.

88-C

This scenario illustrates the application of strict liability. The construction company is conducting a dangerous activity (blasting in a populated area), which, despite all precautions, has resulted in damage. The company is held liable under strict liability because its operations caused damage, irrespective of whether it followed all safety guidelines or knew the damage could occur. The car owner's actions (or lack thereof) do not absolve the company of its liability.

89-C

This is another scenario that demonstrates absolute liability. The nuclear power plant, despite all safety measures, is held liable because its operations (production of nuclear power, an inherently dangerous activity) led to harm. The principle of absolute liability disregards the defences such as act of God (natural calamity), precautions taken, or knowledge of the possible meltdown; the entity involved in hazardous activities is liable for any harm caused due to these activities.

90-C

The chemical factory is liable because its operations caused harm.

Explanation: this scenario is an example of absolute liability. Despite the fact that the factory was ignoring all safety regulations it is still held liable because its operations that involve storage and handling of hazardous chemicals lead to harm. The principle of absolute liability does not consider the precautions taken or whether the company was aware of the faulty valve, it only considers the fact that the factory's operations lead to leak of gas.

91-B

Under the principle of vicarious liability, an employer can be held responsible for the negligence of an employee that occurs during the course of employment. In this case, Mr. Smith was carrying out his duties (delivering a pizza) when the accident occurred, which may render Pizzalicious liable for the pedestrian's injuries, regardless of whether they instructed Mr. Smith to rush or not.

92-D

Vicarious liability applies when an employee is acting within the scope of their employment. In this scenario, Ms. Johnson was not performing her duties as a teacher when the accident occurred, but was rather commuting, which is a personal activity. Therefore, Sunny Day School would not typically be held vicariously liable for the accident.

93-B

Vicarious liability generally applies to relationships where one party has control over the conduct of the other, such as an employer-employee relationship.

However, independent contractors are typically not considered employees, and hence, those who hire them are usually not held vicariously liable for their actions.

94-D

According to the principal of vicarious liability the teacher that was appointed by the school is liable for negligence as he was appointed by the school and the picnic was taken under the authority and permission of school. Therefore the school is liable for the act under respondent superior.

95-B

Under the principle of vicarious liability, an employer can be held responsible for the negligent actions of an employee that occurs during the course of employment. In

this case, the barista was performing her duties (serving coffee) when the incident occurred, which may render The Cozy Cup liable for the customer's injuries, regardless of whether the

the coffee machine is owned by the café or not.

96-B

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99-B

In this scenario, the school could be held vicariously liable for the teacher's negligence as she was performing her duties (supervising children at a school picnic) when the incident occurred. The principle of vicarious liability would apply irrespective of the location of the picnic or the ownership of the picnic location.

100-B

Under the principle of vicarious liability, an employer can be held responsible for the negligent actions of an employee that occur during the course of employment. In this case, the barista was performing her duties (serving coffee) when the incident occurred, which may render The Cozy Cup liable for the customer's injuries, regardless of whether the coffee machine is owned by the café or not

CRIMINAL LAW

Q1. Paul buys a knife for the purpose of killing John but after some time, his intention to kill John has changed and he used that knife in the kitchen. Paul will be liable for?

- A) Paul will be liable to buy the knife.
- B) Paul will be liable for murder.
- C) Paul will be liable for attempt to murder.
- D) Paul will not be liable.

Q2. Dan, a serial killer buys a gun and keeps the same in his pocket fully loaded in order to kill his enemy Krishan, but he does nothing more in furtherance of it. Dan will be liable for?

- A) Dan is liable for killing
- B) Dan is not liable
- C) Dan is liable for preparation
- D) Dan is liable for his intention.

Q3. Mr. Daksh makes preparation to counterfeit the government issued currency notes. He buys printing machine and the is prepared to counterfeit the notes. Daksh will be liable for?

- A) Daksh will not be liable for preparation.
- B) Daksh will be liable for counterfeiting currency notes.
- C) Daksh will be liable for the preparation of counterfeit currency notes.
- D) Daksh will not be liable for the attempt to counterfeit currency notes.

Q4. Which of the following elements is not necessary to constitute an attempt.

- A) Men's Rea to commit an offence.

- B) Fulfilment of the purpose.
- C) An act that constitutes the actus reus of a criminal attempt.
- D) Failure in accomplishment.

Q5. Qazi puts his hand in the pocket of Abdul for stealing money, but his pocket was empty. Qazi is guilty of?

- A) Theft
- B) Not guilty of theft
- C) Guilty of attempt to commit theft
- D) Not guilty of any offence.

Q6. A, a doctor prescribed the wrong medicine to B's cattle with the intent to get more paid in future for aggravated complication

- A) A is liable for mischief
- B) A is liable for negligence
- C) A is liable for cheating
- D) None of the Above

Q7. Ram planned to kill Raman and shoots his shadow in an attempt to kill him. Ram will be liable for?

- A) Ram will be liable for murder.
- B) Ram will be liable for attempt to murder
- C) Ram will not be liable for attempt to murder.
- D) None of the above.

Q8. Mahi makes an attempt to steal some jewels by breaking open a box and finds after opening the box that there is no jewels in it. Mahi is guilty of?

- A) Guilty of attempt to commit theft
- B) Theft

- C) Not guilty of theft.
- D) Not guilty of any offence.

Q9. B is a business competitor of A. Once B went to visit A for a discussion on a land dispute between them during the discussion out of rage A tears off some papers related to land and says now land is mine. Decide

- A) A is liable for mischief
- B) B is liable for mischief
- C) Both are liable for fighting
- D) None of the above

Q10. Mohan applied to a university for the post of teacher. He claimed to be postgraduate in English and in order to support his claim, he submitted some documents. It was later found that he was not even a graduate, and the documents were forged. Mohan will be liable for?

- A) Cheating
- B) Attempt to cheat
- C) Mohan will not be guilty of any offence.
- D) None of the above.

Q11. Which of the following statements is wrong?

- A) Accomplishment is the last stage in the commission of an offence.
- B) It means successful completion of act.
- C) If the accused becomes successful in his attempt to commit the crime, he will not be guilty of the complete offence.
- D) If the attempt is unsuccessful, t

Q12. Mansi fires at Priya with the intention to kill her, as a result Priya dies. Mansi will be liable for?

- A) Mansi will be liable for committing the offense of murder.
- B) Mansi will not be liable for committing the offense of murder.
- C) Mansi will be liable for attempt to murder.
- D) Mansi will be not liable for attempt to murder.

Q13. Anyone who attempts to commit suicide and does any act towards the commission of such offence shall be punished in IPC. Why?

- A) Killing oneself or others is a crime
- B) Right to life does not include the right to die
- C) Committing suicide is a heinous crime
- D) Committing suicide is a criminal offence and punished with lifetime imprisonment.

Q14. The Courts have evolved some tests to determine at what stage an act or series of acts done towards the commission of the intended offence would become an attempt. Identify which one of the following test is not correct?

- A) The Proximity Rule
- B) The doctrine of Locus Poenitentiae
- C) The Equivocality Test
- D) Doctrine of proportionality

Q15. Attempt to commit any offence is punishable with _____ of the term of imprisonment provided for the offence.

- A) Half
- B) One fourth
- C) One third
- D) full

Q16. A is the land owner and B is the lessee and have taken the house on lease they live in different houses. In one month she delayed the payment of rent and after that at night when B was sleeping A entered the house and said will sit here until you make payment. Decide

- A) A is liable for trespass
- B) A is not liable for trespass as he owns the house
- C) A is not liable
- D) B is liable

Q17. Which of the following does not convey the meaning of the word 'deterrent'?

- A) Abstain from any wrongdoing
- B) Discouraging someone from doing something
- C) Serves to make someone less likely to do something.
- D) Encourage someone to inculcate some good habits.

Q18. Which among the following is not a component of deterrent theory?

- A) Severity
- B) Certainty
- C) Celerity
- D) Skepticism

Q19. Which of the following is not the major drawback of deterrent theory?

- A) It allow the justice system to reform criminals.
- B) Punishment does not create fear in the criminal's mind once the punishment is over.
- C) This type of punishment does not create fear in the hardened offenders' minds.
- D) Those who are determined enough to act on their beliefs

Q19. X threatens Z that he will keep Z's child in wrongful confinement unless Z agrees to leave the village permanently and donate his entire property to a village temple. Z in order to avoid evil consequences of the threat agrees to do so. What offence have been committed?

- A) X is not guilty of extortion.
- B) X is guilty of extortion.
- C) X is guilty of criminal intimidation.
- D) None of the above.

Q20. Which of the following does not explain the aim of deterrent theory?

- A) To prevent the criminals from attempting any crime or repeating the same crime in future
- B) To provide justice to the victim.
- C) To deter other member of the society from committing the same offence.
- D) To inculcate moral obligation within people. <

Q21. What following type of punishment shall act as a deterrent for society?

- A) Sentence
- B) Death penalty
- C) Damages
- D) Injunction

Q22. What is the core principle of retributive theory?

- A) Desert
- B) Proportionality
- C) Both a and b
- D) None of the above

Q23. Which of the following is not the major idea of retributive theory?

- A) An eye for an eye and tooth for a tooth.
- B) It is not the moral responsibility of thief to serve punishment.
- C) Criminals deserve punishment on account of their wrongdoings.
- D) Retributivists believe that a guilty person should not suffer in pain

Q24. Which of the following is not an advantage of retributive theory?

- A) Emphasis on Proportional punishment
- B) Retributive punishments send out a message that only those who deserve punishment should serve it.
- C) Not meting out to punishment is unfair to victims and society alike.
- D) There exists concepts like mercy and pardon<

Q25. Which of the following is not a disadvantage of deterrent theory?

- A) Sometimes the punishment may become disproportionate with the seriousness of the crime.
- B) Society develops feelings of vengeance and destructive tendencies follow
- C) The State may become autocratic in its functioning, using the punishment to torment people.
- D) The feeling of trust within the society towards the judiciary i

Q26. A died on 15th October 2019, but his wife B claimed insurance on 20th November 2019 and presented a death certificate in which the date of death mentioned was 15th November 2019. Decide

- A) B is liable for forgery
- B) B is not liable for forgery
- C) A is liable for cheating
- D) None of the above

Q27. Which of the following sculpture is not based on retributive theory?

- A) Bible
- B) Ramayana
- C) Mahabharata
- D) Durga Saptshati

Q28. What is the main object behind preventive theory?

- A) To transform the criminal, either permanently or temporarily.
- B) Doesn't involve moral or humanitarian ground.
- C) The idea is to bring the criminals back into the society after reformation
- D) It also deters the criminal from committing the same crime again. <

Q29. What are the type of punishments awarded under preventive theory?

- A) Life sentence
- B) Death penalty
- C) Both a and b
- D) None of the above

Q30. Which of the following is not a way in which preventive theory is exercised?

- A) By instilling the fear of punishment in the mind of a probable offender
- B) By disabling an actual offender, either permanently or temporarily
- C) By educating the public at large about the threat of the punishment
- D) By educating the public at large about the threat of the punishment

Q31. What are the factors on which the effectiveness of preventive theory depends?

- A) It depends on how fast the system works
- B) how accurate are the investigation and reports are.
- C) How fast the criminals are awarded punishments.
- D) All of the above.

Q32. Which among the following is not a type of theories of punishment?

- A) Retributive Theory
- B) Deterrent Theory
- C) Compensatory Theory
- D) Capacitation Theory.

Q33. Which of the following is correct meaning of the word reformativ action?

- A) Improvement
- B) Curative
- C) Amendatory
- D) All the above

Q34. Which of the following is not correct with respect to reformative theory?

- A) To transform the individual
- B) Individualism is central to reformative theory.
- C) It is premised on humane concept
- D) All of the above

Q35. Indian legal system is based on which type of theory of punishment?

- A) Reformative Theory
- B) Preventive Theory
- C) Retributive Theory
- D) Retributive Theory

Q36. Which of the following article of the constitution delas with reformative theory?

- A) Article 71 and 162
- B) Article 72 and 161
- C) Article 32 and 158
- D) Article 48 and 132

Q37. Which of the following is used as a reformative social control strategies?

- A) Probation
- B) Parole
- C) Pardon

D) All of the above

Q38. How many kinds of punishments are recognized under Section 53 of the Code?

A) Five

B) Four

C) Three

D) Two

Q39. What among the following is a principle of sentencing?

A) Parsimony

B) Proportionality

C) Parity

D) All of the above

Q40. In which of the following case it was held that death penalty can be awarded only in 'rarest of rare cases'?

A) State of Tamil Nadu v. Nalini

B) Bachan Singh v. State of Punjab

C) Jai Kumar v. State of Madhya Pradesh

D) Suresh Chandra Bahri v. State of Bihar

Q41. Which sections mentions the punishment for waging war against the government of India?

A) Section 145

B) Section 121

C) Section 303

D) Section 132

Q42. What are the two kind of imprisonment as per Section 53 of IPC?

- A) Simple imprisonment.
- B) Rigorous imprisonment
- C) Both a and b
- D) None of the above

Q43. A was very much obsessed with copying art in order to copy figures made on government documents he used to copy the whole document and kept all of them in his collection in Almirah. Decide

- A) A is liable for forgery.
- B) A is not liable for forgery
- C) A is liable for cheating
- D) None of the above

Q44. Mr. A, a soldier, fires on a mob by the order of his superior officer, in conformity with the commands of the law. What will be the liability of Mr. A?

- A) Mr A will be liable for an attempt to murder
- B) Mr. A will be liable for murder
- C) Mr. A will not be liable for any offence
- D) Mr. A will not be liable for any offence

Q45. Mr, A, an officer of a Court of Justice, being ordered by that court to arrest Y, and after due inquiry, believing Z to be Y, arrested Z. Has A committed any offence?

- A) Mr. A will not be liable for any offence.
- B) Mr. A will be liable for offence because he should have made proper enquiry before arresting Z.
- C) Mr. A will be liable for offence because he was not ordered to arrest Z
- D) None of the above.

Q46. Which section of the IPC talks about the general exception 'mistake'?

- A) Section 79
- B) Section 76
- C) Section 80
- D) Section 82

Q47. In which of the following cases exception of mistake cannot be granted?

- A) When the state of things believed to exist would have justified the act done.
- B) The mistake is reasonable
- C) The mistake relates of fact and not of law.
- D) The mistake relates of law and not of fact.

Q48. Mr. A mistakes Y to be Z and killed Y. He pleaded in court that he did not intent to kill Y at all. He mistaken Y to be Z who he wanted to kill and hence he should be given the defence of mistake. Is Mr. A liable?

- A) Mr. A is not liable and can claim defense of mistake.
- B) Mr. A is liable and can not claim defense of mistake.
- C) Mr A cannot claim the defense because the fact itself is illegal here.
- D) Mr A can claim the defense because the fact itself is illegal here.

Q49. A died on 15th October 2019 and his son B told the insurance company that he died on 20th November 2019 and asked for an insurance claim in accordance with that. Decide

- A) B is liable for cheating
- B) B is liable for forgery
- C) B is liable for both
- D) None of the above

Q50. X is having a house on the roadside which is also having a street on the back of the house. He has a lawn on the back of his house where he has built a toilet. To prevent the intruders from entering his house, he got the fence charged with a high voltage live electric wire. Z was passing through the street at the backyard of the house of X and sat down to take rest near the fence. While getting up, his hands came in contact with the fence which was connected to high voltage electric wire causing his death.

- A) X has not committed any offence because he has right to prevent trespass.
- B) X has committed an offence of causing death by rash and negligent act.
- C) X has committed no offence because he does not have any enmity with X.
- D) X has committed an offence because he does not have the right to prevent trespass.

Q51. Which section of IPC defines accident?

- A) Section 80
- B) Section 83
- C) Section 84
- D) Section 82

Q52. Paul dictates his will to Anil. Anil writes down a different heir from the heir named by Paul, and by representing to Paul that he has prepared the will according to his instructions, induces Paul to sign the Will. Decide

- A) Anil is liable for cheating
- B) Anil is liable for forgery
- C) Anil is liable for misappropriation
- D) None of the above

Q53. A, an employee of B finds a seal lying and keeps it. Once he affixes the seal on a document and submits it to the account department and claims a bonus. Decide

- A) A has committed forgery
- B) A has not committed forgery

- C) A has done a breach on contract
- D) None of the above

Q54. A and B are partners of a company. A wanted to make a deal with a company and for that, he needed the signature of B but B was not in favour as it was unethical. On one fine day with other documents, B made A sign the same documents. Decide

- A) A is liable for forgery
- B) A is liable for attempt to forgery
- C) A is not liable for forgery
- D) A is liable for making of false document

Q55. A and B are not on good terms. Once while crossing A's house B saw his wife with A in a compromising position. He felt cheated and on a family gathering killed him and took the defence of grave and sudden provocation. Decide

- A) B is liable for culpable homicide
- B) B is liable for murder
- C) B is liable for an attempt to murder
- D) None of the Above

Q56. Sam attacks Jam With a stick. In order to defend himself, Jam takes out his pistol but before he can point his gun toward him Sam kills Jam by hitting his head with a stone. Decide

- A) Sam is liable for culpable homicide
- B) Sam is liable for murder
- C) Jam is liable for culpable homicide
- D) Jam is liable for murder

Q57. A and his wife B were in possession of some land of E on lease and they were farming it for years. Once their payment of the lease delayed but had their

crop on the land. The landlord came to the land and attempted to harvest the crop. A killed E and took exercise right to private defence of property. Decide

- A) A is liable for culpable homicide
- B) A is liable for murder
- C) A is liable for negligence
- D) None of the above

Q58. A and S are friends. While crossing the street A saw his wife Q in a compromising position with S. He immediately entered his friend's house and killed him with a blow of Stick.

- A) A is liable for murder
- B) A is liable for culpable homicide
- C) A is neither liable for culpable homicide nor murder
- D) A is liable for negligence

Q59. 'A' is at work with a hatchet; the head flies off and kills a man standing nearby. Proper precautions were not taken on behalf of A. Discuss the liability of A.

- A) A will be liable for murder
- B) A will not be liable for murder because he took proper precautions and has no criminal intention to kill the nearby man.
- C) A will not be held liable because he did not do any explicit act.
- D) A will be held liable because he murdered

Q60. A and B were married to each other and had a beautiful daughter Z. B's family used to taunt her about having a daughter. Once on the occasion of Diwali Mela A left her daughter on the street so that someone could come and take her and was hidden there to see. Z was just 7 months old and due to being on the street the whole day without milk and water died there. A will be held liable for –

- A) A is liable for murder

- B) A is liable for culpable homicide
- C) A is liable for death by negligence
- D) None of the above

Q61. A surgeon, in good faith, communicates to the wife of the patient that the life of her husband is in danger. The wife dies as a consequence of the shock. The surgeon has committed no offence, though he knew it to be likely that the communication might cause the patient's death. Discuss the liability of the surgeon.

- A) He will be liable for murder.
- B) He will be not be liable for murder
- C) He will not be liable for murder because he did so in good faith.
- D)None of the above.

Q62. Which of the following is not an essential element of accident?

- A) Act should be without any criminal intention or knowledge.
- B) Accident should occur while doing a lawful act in a lawful manner by lawful means.
- C) Accident should occur despite taking proper care & caution.
- D) Accident should occur despite taking proper care & caution.

Q63. Paras, a child of 6 years fires a revolver, which results in the death of his father. In this case,

- A) Paras will be guilty of murder, because he has committed murder.
- B) Paras will not be guilty of murder because he fired the revolver accidentally at his father.
- C) Paras will not be guilty because he is below 7 years of age and thus incapable of an offence.
- D) Paras will be liable to the punishable offense.

Q64. A and B were walking on a street, and a group of beggars came to them for food. Both of them asked to go. On the next day, 3 beggars from the group died. Decide

- A) A and B are liable for culpable homicide
- B) A and B are liable for murder
- C) A and B are liable for death by negligence.
- D) None of the Above

Q65. Amar a child of 9 years, finds a gold chain in the house of his uncle and gives it to his brother Rohit, aged 5 years, asking him not to tell anyone. The uncle reported it to the police station and police conducted a search. During the search, the gold coin falls from the pocket of Rohit and when the police ask Rohit, he says that it was given to him by his brother Amar.

- A) Both Amar and Rohit are guilty of theft.
- B) Amar is guilty of theft but Rohit is not.
- C) Both Amar and Rohit are not guilty of theft.
- D) None of the above.

Q66. A, a child born on January 01, 2005 killed another child B on December 30, 2011.

- A) A has committed no offence.
- B) A has committed the offence as it is heinous crime.
- C) Killing of one child by another child is not an offence.
- D) Killing of one child by another child is not an offence.

Q67. A was employed with the municipality to repair the street lights of the park. Then once in the middle of repairing one light he got a call and left the operating system on the pole and light open. A child came nearby and got electrocuted. A is liable for

- A) A is liable for causing death by negligence
- B) A is liable for culpable homicide

- C) A is liable for murder
- D) A is not liable at all

Q68. Which section of IPC defines the defence of infancy?

- A) Section 81
- B) Section 83
- C) Section 84
- D) Section 82

Q69. What is the correct meaning of the term 'doli incapax'?

- A) Incapable of doing any harm
- B) Incapable of committing a crime.
- C) Both a and b
- D) None of the above

Q70. A and B were fighting and in the meanwhile B tried to run away and A chased him with a gun in his hand. He found B in the market and shot him the bullet got diverted and C died. Decide

- A) A is liable for murder
- B) A is liable for culpable homicide
- C) A is liable for death by negligence
- D) None of the above

Q71. According to McNaghten rules, legal insanity is quite different from medical insanity. It relates to the?

- A) Total Loss of conative faculties
- B) Total loss of cognitive faculties
- C) Congenital insanity
- D) None of these

Q72. A was suffering under an insane delusion that X and Y were persecuting him. He bought a knife in order to revenge himself on them, and that very evening he went to their club and stabbed them dead. Decide the responsibility of A.

- A) A cannot be held liable because was not able to understand the consequences of his act.
- B) A can be held liable.
- C) A can be held liable because he was able to understand the consequences of his act.
- D) A cannot be held liable because he is an insane person suffer

Q73. The proof of insanity lies on the?

- A) Prosecution
- B) Accused
- C) Parents
- D) Doctors attending the accused.

Q74. A beat B, and he fell down unconsciously, thinking B to be dead put the body in a bag and threw it in the river to destroy evidence. Later in medical examinations, it was found that B died due to drowning.

- A) A is liable for murder
- B) A is liable for culpable homicide
- C) A is liable for causing death by negligence
- D) None of the Above

Q75. Which section of IPC defines the defence of unsoundness of mind?

- A) Section 81
- B) Section 85
- C) Section 84
- D) Section 82

Q76. Which of the following is not a principle to determine insanity?

- A) Insanity at the time of commission of the offence.
- B) Legal insanity of a person.
- C) State of persons' mind before and after the commission of offence.
- D) Naturally impaired cognitive faculties of mind.

Q77. 'A' carelessly left an iron pole across a public road 300 m from that spot was a traffic signal indicating speed limit to be 20 kmph. B, riding a scooter at 80 kmph, noticed the protrusion from a distance, but still could not avoid it, collided with the pole and was injured. In an action by B against A.

- A) B will lose as he was driving very fast
- B) B will lose for some other reasons
- C) B will succeed, because A was careless
- D) B will win for some other reasons

Q78. Alia and Biru got married in the year 2020 and were living happily. Before marriage, Alia was suffering from a rare condition. In the year 2022, Alia died and the reason could not be discovered by doctors as there was not a single body injury. Decide.

- A) Biru is liable for dowry death
- B) Biru is not liable for dowry death
- C) Biru is liable for causing death by negligence
- D) None of the above

Q79. 'A' was having a get together with his old friends and on his friend's suggestions, he consumed some alcohol. On his way back to home at night, 'A' heard some footsteps and turning back, he imagined he saw a figure moving towards him with a spear. In fact, it was only a man, 'B' with an umbrella, who was telling 'A' to walk carefully since 'A' appeared to be unsteady. However, 'A' proceeded to attack 'B' with an iron rod leading to grave injuries to 'B'. Is 'A' guilty of causing grievous hurt to 'B'?

A) No, 'A' is not guilty because in his intoxicated state, the umbrella appeared a spear to him and he exercised his right of private defence.

B) No, 'A' is not guilty because 'B' could have attacked 'A' with his umbrella

C) No, 'A' is guilty because 'B' could have attacked 'A' with his umbrella

D) No, 'A' is guilty because in his intoxicated state, the umbrella appeared a spear to him and he exercised his right of private defence.

Q80. Under which of the following conditions will the defence of consent not be available?

A) Consent given under fear of injury

B) Consent given under misconception of facts

C) Consent given by insane person or a child.

D) Consent given by a drunk person.

Q81. A in good faith, for his daughter's benefit without her consent, has consented for transplantation, knowing it to be likely to cause death in the process, but not intended to cause her death. Discuss the liability of A.

A) A will not be liable for murder.

B) A will be liable for murder of his daughter.

C) A will not be liable as he can claim the defence of consent under section 89 of IPC.

D) None of the above.

Q82. X, on being friendly terms with Z, goes into his wardrobe in his absence and takes away his shirt without Z's express consent for the purpose of attending a party tonight, and the intention of returning it. Discuss the liability of X.

A) X will be liable for theft.

B) X will not be liable for theft.

C) X will be liable for theft because he took the shirt without the permission of Z.

D) X will not be liable for theft as he has implied consent of Z.

Q83. Abhi and Jeetu got married in the year 2022 and were living happily. In the year 2023, Jeetu attempted UPSC and failed. Her husband asked her to give it a second try, next day she committed suicide.

- A) Abhi is liable for dowry death
- B) Abhi is not liable for dowry death
- C) Abhi is liable for causing death by negligence
- D) None of the above

Q84. Vasu, under the influence of madness, attempts to kill Venkatesh. Venkatesh, defending himself against Vasu's attacks and kills Vasu. In the present case-

- A) Venkatesh is guilty of murder.
- B) Venkatesh is not guilty of murder, because he has the right of private defence of body even against a mad person.
- C) Venkatesh is guilty of murder, because he does not have the right of private defence of body against a mad person because a mad person is incapable to commit an offence.
- D) The right to defense does not lie against a mad person.

Q85. Robbers, armed with knives and crowbars, broke the access door of a house and entered it. The owner of the house took out his gun and threatened to shoot them. The robbers ran out of the house and started pelting stones. The owner opened fire. Having heard the gun shot, the police rushed to the place and announced that the owner must stop firing. The owner, suspecting mischief continued to fire and a policeman was injured by a shot. The robbers meanwhile fled. The owner was sued for attacking a public servant on duty.

- A) The owner shall be liable for causing harm, in excess of what is necessary for self defence.
- B) The owner shall not be liable for attacking the public servant as such, though he may be held liable otherwise.
- C) The owner's action is justified by the consideration of self defence.
- D) The owner shall not be liable for causing harm, in excess of what is necessary for self defence.

Q86. Ashok in his madness attempts to kill Rahul. Rahul in order to save himself hits Ashok with iron rod. What is the liability of Ashok?

- A) Both Ashok and Rahul are guilty of no offence
- B) Rahul has right of private defence though Ashok is mad
- C) Rahul has no right of private defence since Ashok is mad
- D) A) Both Ashok and Rahul are not charged guilty.

Q87. Abhi and Mani were married in the Year 2020. Mani had a habit of clubbing but was objected to by her in-laws and she was asked to come early every night. She felt bad and humiliated and committed suicide. Decide.

- A) Abhi is liable for dowry death
- B) Abhi is not liable for dowry death
- C) Abhi is liable for abetment
- D) Abhi is liable for cruelty

Q88. 'A' cattle was being regularly stolen and 'A' was unable to apprehend the thief. One night, 'A' finally manages to catch 'B' untying his cow from the cowshed under the cover of darkness. 'A' slowly crept up to 'B' and slashed his neck with a sickle leading to the death of 'B' Is 'A' guilty of the offence of culpable homicide?

- A) No, 'A' was only exercising his right of private defence of property
- B) No, 'B' continued stealing of his cattle would have rendered his business inoperable
- C) Yes, 'A' had no reasonable apprehension that 'A'
- D) Yes, 'A' had no reasonable apprehension that 'A'

Q89. Krishna was walking on a lonely road. Maniyan came with a knife and said to Krishna, Your life or your purse. Krishna pulled out his revolver. On seeing it, Maniyan ran. Krishna shot Maniyan in his legs. Decide.

- A) Krishna will not be punished, as there was danger to his property.
- B) Krishna will not be punished, as the force he used was proportionate to the apprehended injury.

C) Krishna will be punished, as the force employed was disproportionate to the apprehended injury.

D) Krishna will be punished, as the force employed was proportionate to the apprehended injury.

Q90. Ritu and Balli were married to each other in the year 2019. Their neighbour used to hear quarrels between husband and wife daily and on 13th December 2022 there was a huge conflict. On 14th December 2022, Ritu died as her house was set on fire. Decide

A) Balli is liable for dowry death

B) Balli is not liable for dowry death

C) Balli is not liable for cruelty

D) None of the above

Q91. M owed Rs 1000 to P but did not pay back though the latter made demands several times. P lastly made another demand but M as usual promised to pay later whereupon P kicked him twice on the abdomen and M collapsed and died. What offence is P guilty of? What offence, if any, has been committed?

A) It could be said that P intended or knew that kicking on the abdomen was likely to endanger life and consequence he is guilty of causing death.

B) P is guilty of murder.

C) P is guilty of culpable homicide.

D) P is guilty of causing grievous hurt.<

Q92. A causes an injury to Z, which results in his death. It was never intended by A to cause his death nor in normal conditions it could have caused Z's death. What offence A has committed? What offence have been committed?

A) The offence committed is neither of causing grievous hurt nor of culpable homicide, but of causing simple hurt.

B) The offence committed is murder.

C) It is case of culpable homicide.

D) It is a case of causing grievous hurt

Q93. In the course of an altercation between A and B on a dark night, the former aimed a blow with his stick at the head of the later. To ward off the blow, B's wife X, who had a child on her arm intervened between them. The blow missed its aim and fell on the child head causing severe injuries, due to which the child died. Discuss the liability of A. What offence has been committed?

A) He is guilty of murder.

B) A is guilty of causing simple hurt, as the blow, if it had fell upon the complainant would have caused simple hurt.

C) He is guilty of culpable homicide

D) None of the above

Q94. A, a chain snatcher, forcibly pulled the ear rings from the ears of an old lady. Both the ear lobes were torn and the old lady suffered pain and suffering for over three weeks. For what offence can A be prosecuted? What offence have been committed?

A) He is guilty of theft.

B) A is guilty of voluntarily causing 'grievous hurt'.

C) He is guilty of rash and negligent.

D) None of the above.

Q95. A, a married woman, died within seven years of her marriage in unnatural circumstances. The dead body was recovered from a well adjacent to the family of the accused. The cause of death, as per post mortem report was not drowning but strangulation. There was witness account to the effect that since the marriage the girl was being tortured and even assaulted for dowry. She was even deserted but was taken back under the pressure of the mediator. Is the accused and his family liable for dowry death?

A) The accused are guilty of murder.

B) The accused are guilty under Section 304 B and section 498 A.

C) The accused are guilty of culpable homicide.

D) The accused are guilty of causing grievous hurt.

Q96. X saw Y removing a 'Stereo' from a car parked in Kamla Nagar. X demands Rs 200 from Y, giving him a threat that if he didn't give the money, he would inform the police. Y gave the money. What offence have been committed?

A) X is not committed any offence.

B) Y is guilty of theft.

C) X has committed the offence of extortion.

D) None of the above.

Q97. What is the meaning of the term corpus delicti?

A) Body of dead

B) Copy of dialogue

C) Body of Crime

D) Decision taking body

Q98. A refused to register the marriage of B and C. C refused to enter their marriage in the register unless he was paid Rs 50. B paid the money. What offence has been committed?

A) A has committed criminal misappropriation.

B) A is liable for redtapism.

C) A cannot be convicted for extortion.

D) None of the above.

Q99. P, a police officer, arrested B and refused to accept bail until Rs 500 was paid and released him only when the amount demanded was paid. What offence have been committed?

A) P is guilty of extortion.

B) P is liable for misuse of his position.

C) P is not guilty of extortion

D) None of the above

Q100. Amy had some accidents in past and due to that she lost her walking ability. once her caretaker Bomy was going out during duty hour and locked her inside her room. Decide.

A) Bomy is liable for wrongful confinement.

B) Bomy is not liable as Amy can not walk.

C) Bomy is liable for wrongful restraint.

D) None of the Above

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
D	B	C	B	C	A	C	A	A	B
11	12	13	14	15	16	17	18	19	20
C	A	B	D	A	A	D	D	A	D
21	22	23	24	25	26	27	28	29	30
B	C	B	D	D	A	A	A	C	D
31	32	33	34	35	36	37	38	39	40
D	D	D	D	A	B	D	A	D	B
41	42	43	44	45	46	47	48	49	50
B	C	B	C	A	B	D	C	A	B
51	52	53	54	55	56	57	58	59	60
A	B	A	A	B	B	A	B	B	C
61	62	63	64	65	66	67	68	69	70
C	D	C	C	B	A	A	B	C	B
71	72	73	74	75	76	77	78	79	80
B	C	B	B	C	B	A	B	D	D
81	82	83	84	85	86	87	88	89	90
C	D	A	B	A	B	B	C	C	A
91	92	93	94	95	96	97	98	99	100
A	A	B	B	B	C	C	C	A	A

SOLUTIONS

1-D

Paul cannot be held liable for arranging means and measure for murder. Mere preparation is not punishable under IPC. Hence the correct option is d.

2-B

Dan has not committed any offence because he is at the stage of preparation and it will be impossible for the prosecution to prove that Dan is carrying the pistol in his pocket for the purpose of killing Kishan. Hence the correct option is b.

3-C

Daksh will be liable for attempt to counterfeit currency notes. There are some exceptions in which mere preparation is punishable in IPC, it includes, preparation to commit dacoity (Section 399); preparation for counterfeiting coins and government stamps; waging war (Section 122). Hence the correct option is c.

4-B

Attempts to commit a crime are basically a positive step toward committing the contemplated crime after preparations have been made. The trial cannot be cancelled. Once an attempt is made, the perpetrator cannot change his/her mind and return to its original state without committing a crime. However it does not involve accomplishment of the act. Hence the correct option is b.

5-C

Attempt is a direct movement towards the execution of a crime after the preparation of the plan. If a person tries to steal from an empty pocket it is an attempt because it is an act towards the commission of the offence and failure of accused is not due to his own act. Hence the correct option is c.

6-A

Whenever anyone performs an act either having an intention to cause or is aware that his act is likely to bring, some destruction or damage to any property, destroying or diminishing its value and utility, hence, resulting in an undue loss or damage to the public or any person is said to commit mischief. Hence Option A is correct

7-C

An act which is impossible to commit cannot be attempted and so is not culpable. Such impossibility should be absolute and not relative. Here, Ram tries to shoot a shadow, it shall not be attempt because commission of such act is impossible. Hence the correct option is c.

8-A

Attempt is a direct movement towards the execution of a crime after the preparation of the plan. If a person tries to steal from a box it is an attempt because it is an act towards the commission of the offence and failure of accused is not due to his own act. Hence the correct option is a.

9-A

Whenever anyone performs an act either having an intention to cause or is aware that his act is likely to bring, some destruction or damage to any property, destroying or diminishing its value and utility, hence, resulting in an undue loss or damage to the public or any person is said to commit mischief. Hence option A is correct

10-B

Attempt is a direct movement towards the execution of a crime after the preparation of the plan. Presentation of forged documents is an attempt because it is an act towards the commission of the offence of cheating and failure of accused is not due to his own act. Hence the correct option is b.

11-C

The last stage in the commission of an offence is its successful completion. If the accused becomes successful in his attempt to commit the crime, he will be guilty of the complete offence. Moreover, if his attempt is unsuccessful he will be guilty of his attempt. Hence, the correct option is c.

12-A

Manshi fires at Priya with the intention to kill her, if Priya dies, the Mansi will be guilty for committing the offence of murder. Hence, the correct option is a.

13-B

Section 309 of the IPC states that whoever attempts to commit suicide and does any act towards the commission of such offence, shall be punished with simple imprisonment

for a term which may extend to one year or with fine, or with both. Also right to life does not include the right to die. Hence the correct option is b.

14-D

At what stage an act or series of acts is done toward the commission of act intended would be an attempt to commit an offence. Some principles have been evolved to solve that issue are- The Proximity Rule, The doctrine of Locus Poenitentiae, The Equivocality Test. Hence the correct option is d.

15-A

The attempt is not defined in the Indian penal code. S. 511 of the IPC only dealt with punishment for attempting to commit offences. This section deals with the one-half of imprisonment for life or one-half of fine as provided for offences or both. Hence, the correct option is a.

16-A

The possession of the property should be in the possession of the victim and not the trespasser. Hence, Option A is correct

17-D

In the deterrent theory of punishment, the word 'deterrent' means to abstain from any wrongdoing. The main goal of this theory is to deter criminals from attempting to commit a crime or repeating the same crime in the future. Hence the correct option is d.

18-D

Severity, certainty and celerity of punishments are the three main components of deterrent theory. Hence, the correct option is d.

19-A

Deterrent theory can only deter those who are not determined enough to act on their beliefs. Despite all kinds of deterrents, criminal minds still act on a whim at times. Penalties and sanctions have simply become mere obstacles that criminals have to overcome. This is not the intention of Indian criminal justice system. Hence the correct option is a.

19-A

There is no extortion, as there is no delivery of property by Z to X. However, X is guilty under Section 385 which punishes the very act of putting or the attempting to put any person in fear of any injury for the above purpose. Hence the correct answer is a.

20-D

In Deterrent theory of punishment, the term “DETER” means to abstain from doing any wrongful act. The main aim of this theory is to “deter” (to prevent) the criminals from attempting any crime or repeating the same crime in future. So, it states that deterring crime by creating a fear is the objective; to set or establish an example for the individuals or the whole society by punishing the criminal. Hence the correct option is d.

21-B

According to deterrent theory, the main objective is ‘to deter crime, by creating a fear or establishing an example to the society.’ Now, death penalty is a severe punishment. As per this theory if a deterrent punishment is awarded then similar crimes should not happen. Hence the correct option is b.

22-C

The core principles of retributivism are desert and proportionality. The two principles are somewhat interlinked. For retributivists, the punishment has to be proportional to the crime committed. Desert refers to some demerit which has caused the accused to commit a crime. Retributive punishment has to be proportional to the degree of desert. Hence, the correct option is c.

23-B

Criminals deserves punishment in proportion to their wrongdoings. Retributivism is derived in Code of Hammurabi’s *lex talionis*, which stands for ‘an eye for an eye and a tooth for a tooth’. Most retributivists believe that a guilty person should suffer pain. In this theory of punishment, the punishment is seen as a form of ‘payback’ for the crimes one has committed. It has been suggested that retributivism is seen as making some appeal to ‘moral desirability’. If a thief intends to steal money from someone, he is morally responsible for the same. And because of this moral responsibility, the thief deserves punishment. Hence the correct option is b.

24-D

Retributivist theory focusses on punishment to only those who ‘deserve’ it. Unlike deterrence theory, an innocent can never be punished. According to it if the perpetrators

of crime are allowed to walk free or pay money and escape punishment, that would mean that they have not committed any wrong. Hence the correct option is d.

25-D

All the options are correct except for the last one and instilling the feeling of trust within the society towards the judiciary is an advantage of the theory. Hence, the correct option is d.

26-A

For forgery, the offender makes a false document or electronic record. That making may include falsifying even a small part of the document. Hence Option A is correct

27-A

The scriptures, particularly the Ramayana, Mahabharata and the Durga Saptashati, are primarily based on Retributive Theories. They also, depict the ways in which one should proceed while applying them. Bible on the other hand is not based in this theory. Hence the correct answer is a.

28-A

The preventive theory of punishment seeks to prevent further crimes being committed, which is done through disabling the criminal, mostly through imprisonment. The idea is to keep the offender away from the society so that he/she does not commit the same crime again, or even a different one. Hence the correct answer is a.

29-C

Preventive theory of punishment seeks to prevent prospective crimes by disabling the criminals. Main object of the preventive theory is transforming the criminal, either permanently or temporarily. Under this theory the criminals are punished by death sentence or life imprisonment etc. Hence the correct answer is c.

30-D

Preventive theory does not focus on advancing punishment in proportion to the crime committed. Hence the correct option is d.

31-D

The effectiveness of the preventive theory depends upon the efficacy of the legal system – how fast the system works, how accurate are the investigation and reports etc. If there is undue delay in awarding punishment, the offender may not feel threatened to commit the same crime again, and the public may lose confidence in the system existing on such theory. Hence the correct option is d.

32-D

Different type of theories include- retributive theory, deterrent theory, preventive theory, incapacitation theory, compensatory theory, reformatory theory, utilitarian theory. Hence the correct option is d.

33-D

All the above words convey the meaning of reformatory, hence the correct option is d.

34-D

According to reformatory theory, the aim of punishment should be to transform the culprit through the individualization approach. It is premised on the humane concept that a wrongdoer does not simply cease to be a living human being just because he commits crimes. Individualism is central to the reformatory theory. Hence the correct answer is d.

35-A

India's legal system in the form of the reformatory theory of punishment. Indian courts have repeatedly emphasised the significance of the reformatory theory of punishment. Hence the correct option is a.

36-B

Article 72 of the Indian Constitution, 1950 enables the President of India to pardon a wrongdoer. The Governor of the state also has the same authority under Article 161 of the Indian Constitution. When the President pardons, the sentence and judgement of the convict are completely absolved of all penalties, punishments, and disqualifications. Hence the correct option is b.

37-D

Since all the above options are correct, the correct option is d.

38-A

In the Indian Penal Code, 1861, Section 53, specifically deals with different types of punishments which can be given by the Criminal Courts if the person is held liable under the Code. There are **five** kinds of punishments recognized under Section 53 of the Code. Hence the correct option is a.

39-D

The principle for sentencing developed through court decisions and legislation. And these principles form the sentencing decisions. The principles which are generally followed by the court are as parity, parsimony, totality, purpose, truthfulness and simplicity. Hence the correct option is d.

40-B

In 'Bachan Singh v State of Punjab', Supreme Court upheld the constitutional validity of the death sentence and laid down that death penalty must be surrounded only in the "rarest of rare cases". Hence the correct option is b.

41-B

Punishment for waging war against the government of India is mentioned under section 121. Hence the correct option is b.

42-C

Imprisonment can be categorized into two categories- simple and rigorous. Hence the correct option is c.

43-B

In order to constitute an offence of forgery merely making a false document is not enough but the intention to cause damage or harm should also be present. Hence, option B is correct.

44-C

Mr. A will not be liable for any offence. Nothing is an offence which is done by a person who is, or who by reason of a mistake of fact and not by reason of mistake of law, in good faith, believes himself to be bound by law to do it. Mr. A here fired on a mob by the order of his superior officer, in conformity with the commands of the law. Hence the correct option is C..

45-A

Nothing is an offence which is done by a person who is, or who by reason of a mistake of fact and not by reason of mistake of law, in good faith, believes himself to be bound by law to do it. Mr. A in the present case was ordered by court and he acted in good faith. Hence, the correct option is a.

46-B

Section 76 of the IPC talks about the general exception 'mistake'. Hence the correct option is b.

47-D

It is to be remembered that 'mistake of law' is no defence, but 'mistake of fact' is. Everybody is bound to know the law of the land, and ignorance of the law is no excuse. This is based on the assumption that if a person exercises due care and diligence (e.g., by consulting a lawyer), he would know the law. Hence the correct option is d.

48-C

Mistake of fact is no defence if the fact itself is illegal. One cannot do an illegal act and then plead ignorance of a fact. Mr A here cannot plead defense of fact. Hence the correct option is C.

49-A

Forgery is in case of cheating but cheating is in oral form and forgery is the presentation of a false documents. Hence Option A is correct

50-B

Whoever causes death by rash or negligent act commits an offence. In the present case X was not justified in installing live wire and acted negligently, thus being liable. Hence the correct option is b.

51-A

Section 80 of IPC talks about accident as a general defence. It says that Nothing is an offence which is done by accident or misfortune, and without any criminal intention or knowledge in the doing of a lawful act in a lawful manner by lawful means and with proper care and caution. Hence the correct option is a.

52-B

Whoever makes any false document or false electronic record or part of a document or electronic record, with intent to cause damage or injury is said to have committed forgery. hence Option B is correct.

53-A

Whoever makes any false document or false electronic record or part of a document or electronic record, with intent to cause damage or injury is said to have committed forgery. Hence Option A is correct.

54-A

When the making of the false document is in the preparation stage then the offence of forgery is said not to have been committed but when it enters the next stage like in this case it has been signed then it can be said the preparation stage was over. Hence Option A is correct.

55-B

There should be no time gap between the provocation and the retaliatory action caused due to that provocation. The accused cannot take the plea of sudden or grave provocation if the death has been caused by a well-managed plan and the main aim behind provocation was to commit murder. Hence Option B is correct

56-B

Only a reasonable apprehension is enough to exercise the right of self-defence. It is not necessary that there should be an actual commission of the offence to give rise to the right of private defence. It is enough if the accused is apprehended that an offence is likely to be committed if the right of private defence is not exercised. Here Sam himself was an aggressor. Hence Option B is correct.

57-A

Only a reasonable apprehension is enough to exercise the right of self-defence. It is not necessary that there should be an actual commission of the offence to give rise to the right of private defence. It is enough if the accused is apprehended that an offence is likely to be committed if the right of private defence is not exercised. Here they exercised the defence to protect their crop when landlords were trying to harvest and destroy them. Hence, Option A is correct

58-B

Culpable homicide is not murder if the offender causes the death of the person who delivered the provocation or any other person by mistake or accident while being deprived of the ability of self-control by grave and immediate provocation. Hence Option B is correct.

59-B

Section 80 sheds light on the fact that nothing is an offence which is done by accident or misfortune and without any criminal intention or knowledge, in the doing of a lawful act in a lawful manner by lawful means and with proper care and caution. In the present case, A took proper measures, hence he will not be liable. Hence, the correct option is b.

60-C

if a person causes the death of another person by doing a negligent or rash act which does not amount to culpable homicide. Hence Option C is correct

61-C

Nothing is an offence which is done by accident or misfortune, and without any criminal intention or knowledge in the doing of a lawful act in a lawful manner by lawful means and with proper care and caution. Surgeon because fulfills all these criteria, will not be held liable for death. Hence, the correct option is c.

62-D

The act if done knowingly will not constitute accident. Hence the correct answer is d.

63-C

Nothing is an offence which is done by a child who is below seven years of age. Paras will thus not be liable. Hence, the correct answer is c.

64-C

For committing a negligent act, there must be some duty on the part of the defendant. Here it is important to understand whether the defendant has taken legal duty of care towards the plaintiff. Hence, Option C is correct

65-B

An act done by a child between 7 and 12 years of age is not an offence, if he/she is not mature enough to understand the nature and consequences of the act. In the present

case Amar is able to understand the consequences of his act, thus being liable. Hence, the correct option is b.

66-A

'Doli Incapax' which means Not capable of committing a crime. Since facts clearly mention that A was less than 7 years of age, he is not culpable of any crime. Hence the correct option is a.

67-A

For committing a negligent act, there must be some duty on the part of the defendant. Here it is important to understand whether the defendant has taken legal duty of care towards the plaintiff. Hence, Option A is correct

68-B

Section 83 of the Indian Penal Code (IPC) deals with the defense of infancy for children between the ages of seven and twelve years. It establishes a rebuttable presumption that children in this age group are deemed to lack the mental capacity necessary to understand the consequences of their actions. Hence, the correct option is b.

69-C

The concept of Doli Incapax, means that a child is incapable of committing any crime. It is assumed that children under the age of seven are unable to have the mens rea to grasp the nature and consequences of his acts; to commit any crime. Hence the correct option is c.

70-B

It is a case of culpable homicide as their intention/ knowledge of the crime is involved. Hence, Option B is correct.

71-B

Mc Naughten Rules describe legal insanity as 'total loss of cognitive faculties' and the person at time of commission of the offence must not be aware of the nature of the consequences of his act. Hence the correct option is b.

72-C

In the present situation, the fact that A actually bought a knife and went to the club of his victims shows that he knew what he was going to do, namely, an act contrary to law, he had an intention to kill. Thus, A can be held liable. Hence the correct answer is c.

73-B

In order for defense of insanity to succeed it must be proved that the accused was under a delusion so as not to know the nature of the act he did and if he knew the act then he did not know the act to be wrong. Such burden of proof lies on accused. Hence the correct option is b.

74-B

It is a case of culpable homicide as their intention/ knowledge of the crime is involved. Hence Option B is correct.

75-C

Section 84 mentions that Nothing is an offence which is done by a person who, at the time of doing it, by reason of unsoundness of mind, is incapable of knowing the nature of the act, or that he is doing what is either wrong or contrary to law. Hence the correct option is C.

76-B

The courts are concerned with the legal and not with the medical view of the question. Hence legal insanity of a person is not a principal to determine insanity. Hence the answer is b.

77-A

If, as a result of carelessness, one injures another, he is liable to the injured victim for resulting damages, unless the victim's own carelessness also contributes to causing the accident. B will lose in an action against A, because he (B) himself was careless as he was riding a scooter very fast at 80 kmph, however the speed limit indicated there was 20 kmph. Hence the correct answer is a.

78-B

if a woman dies within the seven years of marriage by any burns or any other bodily injury or it was revealed that before her marriage she was exposed to cruelty or harassment by her husband or any other relative of the husband in connection to

demand the dowry then the death of the woman will be considered as dowry death. Here there was no bodily injury and no cruelty. Hence Option B is correct.

79-D

Nothing is an offence, which is done by a person, who at the time of doing it, is by reason of intoxication, incapable of knowing the nature of the act, or that he is doing what is either wrong or contrary to law provided that the thing which intoxicated him was administered to him without his knowledge or against his will. Here, 'A' is guilty because he got intoxicated voluntarily. Hence, d is the correct answer.

80-D

The first three condition conditions qualify to claim the defence of consent, however consent by a drunk person is no exception. Hence the correct option is d.

81-C

Section 89 of IPC deals with children below 12 years of age and persons of unsound mind and hence, they do not have the legal capacity to give consent as they are incapable of understanding the nature and consequence of their act. Hence, the consent on their behalf is given by guardians or persons legally in charge of them. In the present case, A will be given the defence of section 89, since his objective was to cure her daughter. Hence, the correct option is c.

82-D

In the present case, X has not committed the offence of theft as he had an impression of Z's implied consent though Z has never given or in any way signified the same. It was presumed consent. Hence the correct answer is d.

83-A

No dowry death as no cruel treatment and harassment soon before death. It must be disclosed that soon before her marriage, she was exposed to cruelty or harassment by her husband or any other relative.

84-B

Venkatesh is guilty of murder, because do not have the right of private defence of body against a mad person because a mad person is incapable to commit an offence. Every person has a right to defend his own body and the body of any other person, against any offence committed by anybody. The right to defense lies also against a mad person. Hence, the correct option is b.

85-A

Self defence is considered as a universal exception for intentionally causing harm. Self-defence can be used as a justification or defence in situations where a person reasonably believes they are facing an immediate threat of harm and use reasonable force to protect themselves. The force used must be proportionate to the threat faced. In the present case the owner was not facing immediate threat and hence he will be held liable. Hence the correct option is a.

86-B

According to the Section 98 of the Indian Penal Code, 1860 and according to the principle given here, Rahul has same right of private defence, which he would have if Ashok were same. Hence the correct option is b.

87-B

No dowry death as there was no cruel treatment and harassment soon before death. It must be disclosed that soon before her death, she was exposed to cruelty or harassment by her husband or any other relative. Hence Option B is correct

88-C

Nothing is an offence, which is done in the exercise of the right of private defence. Every person has a right to defend his property against any act of theft, robbery, mischief or criminal trespass. This right of private defence of property extends to causing of death of the wrong-doer, if the person exercising the right apprehends that death or grievous hurt shall be the consequence if such right of private defence is not exercised. Here, 'A' is guilty of the offence of culpable homicide, because he had no reasonable apprehension that he A could suffer any grievous hurt if he did not kill B. Hence the correct option is c.

89-C

Any person may use reasonable force in order to protect his property or person. However, the force employed must be proportionate to the apprehended danger. In the present case, the force employed was way more than the danger level as Maniyan started to run away from Krishna. As the threat was reduced and was continuously reducing, there was no need to shoot Maniyan in the Legs. Hence, the correct option is c.

90-A

Death must be caused by burns, bodily injury, or other circumstances. Death must occur

within seven years of marriage and soon before death, she was exposed to cruelty. Hence option A is correct.

91-A

Whoever deliberately causes hurt, if the hurt which he expects to cause or realizes that himself will generally be prone to cause is grievous hurt, and if the hurt which he causes is grievous hurt, is said "willfully to cause grievous hurt." Here P will be held liable for murder. Hence the correct option is a.

92-A

Intention or knowledge is an important aspect of causing hurt to an individual. In the present case there was no intention, hence A is merely liable for simple hurt. Hence, the correct answer is a.

93-B

Intention or knowledge is an important aspect of causing hurt to an individual. Because the blow, if it had fell upon the complainant would have caused simple hurt, hence he is liable for simple hurt. Hence, the correct option is b.

94-B

Deliberately causes hurt, if the hurt which he expects to cause or realizes that himself will generally be prone to cause is grievous hurt, and if the hurt which he causes is grievous hurt, is said "willfully to cause grievous hurt." The present case comes under clause eighthly of Section 320 ('any hurt which caused the sufferer to be during the space of 20 days in severe bodily pain'). A will be liable for voluntarily causing 'grievous hurt'. Hence, the correct option is b.

95-B

Where the death of a woman is caused by any burns or bodily injury or occurs otherwise than under normal circumstances within seven years of her marriage and it is shown that soon before her death she was subjected to cruelty or harassment by her husband or any relative of her husband for, or in connection with, any demand for dowry, such death shall be called dowry death, and such husband or relative shall be deemed to have caused her death. In the present case, the accused will be liable for dowry death. Hence the correct answer is b.

96-C

Since X puts Y in fear of injury i.e., a criminal charge, and dishonestly induces Y to deliver money, he will be liable for extortion. Hence the correct option is c.

97-C

Corpus delicti is a common law Latin phrase that translates to body of the crime. The phrase generally refers to the principle that no one should be convicted of a crime without sufficient evidence that the crime actually occurred. Hence Option c is correct.

98-C

A cannot be convicted for extortion, as there is no 'fear of injury', an essential requirement of extortion under Section 383. The 'fear' must be of such a nature and extent as to unsettle the mind of the person on whom it operates and takes away from his acts that element of free voluntary action which alone constitutes consent. A is, however, guilty of 'illegal gratification'. Hence the correct option is c.

99-A

Whoever intentionally puts any person in fear of any injury to that person, or to any other, and thereby dishonestly induces the person so put in fear to deliver to any person any property, or valuable security or anything signed or sealed which may be converted into a valuable security, commits "extortion". P here commits extortion. Hence the correct option is a.

100-A

Whoever wrongfully restrains any person in such a manner as to prevent that person from proceedings beyond certain circumscribing limits, is said "wrongfully to confine that person. A person means a human being and the personal liberty of a human being must be violated further explaining that the respective section is not only bound to a person who can physically walk on his legs or move within their power but to those too who can't move. Hence, Option A is correct.

ARBITRATION, TRIBUNAL ADJUDICATION, AND ALTERNATIVE DISPUTE RESOLUTION

Q1.What is the main objective of the Adversarial system?

- A) To maintain sustainability
- B) To maintain equality
- C) To maintain equitable outcomes
- D) To maintain evidenciary value

Q2. The adversarial system is more of what?

- A) Party driven
- B) Competitive
- C) Discovery focused
- D) All of the above

Q3.The inquisitorial system is famous and common in which of the following country/countries?

- A) France and Germany
- B) France and Russia
- C) France and India
- D) France and Switzerland

Q4. What if the adversarial and inquisitorial systems are infused the best key factors would be?

- A) Increased efficiency
- B) Enhanced fairness
- C) Both A and b
- D) Neither A nor B

Q5.What is the main objective of the ADR system?

- A) To settle disputes out of court
- B) To do a fast process which is beneficial for the parties
- C) To have an alternate dispute resolution system for the easy redressal of the issues that happen between or amongst the corporate parties.
- D) To lose the grip over the judicial system

Q6. What is the full form of ADR?

- A) Alternative dispute resolution
- B) Alternative disbarment redressal
- C) Alterations to dispute resolution
- D) Alternative dispute resolutions

Q7. If two companies named as A and B have been under dispute and do not want to go under the rigorous process of the judiciary. The easy and efficient way is:

- A) Formal court
- B) International court of justice
- C) Alternative dispute resolution
- D) Fast-track criminal court

Q8.What is the primary advantage of arbitration over traditional litigation?

- A) Cost-effectiveness
- B) Lengthy court proceedings
- C) Complexity of legal procedures
- D) Limited enforceability

Q9.In arbitration, who typically serves as the decision-maker to resolve the dispute?

- A) Judge
- B) Arbitrator
- C) Prosecutor
- D) Attorney

Q10.Question: What is a common feature of arbitration clauses in contracts?

- A) Mandatory negotiation
- B) Open-court proceedings
- C) Optional arbitration
- D) Jury trial

Q11. How is the decision reached in arbitration typically referred to?

- A) Verdict
- B) Judgment
- C) Award
- D) Ruling

Q12. What is the principle of "final and binding" in arbitration?

- A) Unlimited appeals
- B) Irrevocable decision
- C) Continuous negotiations
- D) Public disclosure

Q13. What is the primary role of a mediator in the mediation process?

- A) Imposing a decision
- B) Advocating for one party
- C) Facilitating communication
- D) Conducting a trial

Q14. In mediation, what term is used for the agreement reached by both parties?

- A) Verdict
- B) Judgment
- C) Award
- D) Settlement

Q15. What distinguishes mediation from arbitration?

- A) Involvement of a neutral third party
- B) Binding decision by the mediator
- C) Public court proceedings
- D) Mandatory legal representation

Q16.What is a key characteristic of the mediation process?

- A) Adversarial nature
- B) Formal courtroom setting
- C) Confidentiality
- D) Binding precedent

Q17.How is the mediator's role different from that of a judge?

- A) Imposing legal consequences
- B) Making binding decisions
- C) Legal representation
- D) Advocating for a party

Q18.What is the primary objective of conciliation in resolving disputes?

- A) Issuing binding decisions
- B) Encouraging compromise
- C) Imposing penalties
- D) Conducting investigations

Q19.In conciliation, what is the role of the conciliator?

- A) Imposing sanctions
- B) Advocating for one party
- C) Facilitating communication
- D) Making legal rulings

Q20.What distinguishes conciliation from arbitration?

- A) Binding decisions
- B) Legal representation
- C) Neutral third party
- D) Formal courtroom setting

Q21.What term is commonly used for the agreement reached through conciliation?

- A) Verdict
- B) Judgment
- C) Award
- D) Settlement

Q22. Why is confidentiality important in conciliation?

- A) Legal obligation
- B) Avoiding court fees
- C) Encouraging open dialogue
- D) Establishing legal precedent

Q23. What is a distinctive feature of Lok Adalat in resolving disputes?

- A) Formal court proceedings
- B) Binding decisions
- C) Voluntary participation
- D) Adversarial nature

Q24. In Lok Adalat, who plays a crucial role in facilitating settlements?

- A) Judge
- B) Arbitrator
- C) Mediator
- D) Legal representative

Q25. What is a primary aim of Lok Adalat sessions?

- A) Imposing fines
- B) Encouraging litigation
- C) Speedy resolution of disputes
- D) Establishing legal precedents

Q26. How are decisions reached in Lok Adalat?

- A) Binding judgments
- B) Voluntary agreements
- C) Lengthy court proceedings

D) Jury trials

Q27.What type of cases are typically referred to as Lok Adalats?

- A) Criminal cases
- B) Civil cases
- C) Only appellate cases
- D) Constitutional cases

Q28.What is the primary role of an Ombudsman in dispute resolution?

- A) Enforcing court orders
- B) Investigating complaints
- C) Adjudicating disputes
- D) Advocating for one party

Q29.How does an Ombudsman differ from a judge in traditional court settings?

- A) Issuing binding decisions
- B) Conducting trials
- C) Advocating for a party
- D) Facilitating resolution through recommendations

Q30.What is a key characteristic of the Ombudsman's office?

- A) Mandatory legal representation
- B) Independence from regular organizational hierarchy
- C) Binding arbitration
- D) Public court proceedings

Q31.:In what type of organizations are Ombudsmen commonly found?

- A) Government agencies
- B) Private businesses
- C) Non-profit organizations
- D) All of the above

Q32.What is the primary purpose of an Ombudsman's recommendations?

- A) Legal enforcement
- B) Encouraging litigation
- C) Improving systemic issues
- D) Imposing fines

Q33.What distinguishes administrative tribunals from traditional courts?

- A) Involvement in criminal cases
- B) Decision-making by judges
- C) Limited jurisdiction to specific matters
- D) Mandatory legal representation

Q34.How are decisions of administrative tribunals typically enforced?

- A) By local law enforcement
- B) Through binding court orders
- C) Voluntary compliance
- D) Public hearings

Q35. What is a primary advantage of utilizing administrative tribunals for dispute resolution?

- A) Lengthy court proceedings
- B) Specialized expertise
- C) Mandatory jury trials
- D) Unlimited appeals

Q36.In what situations might parties prefer administrative tribunal proceedings over traditional courts?

- A) Complex criminal cases
- B) General civil disputes
- C) Regulatory or industry-specific matters
- D) Large financial claims

Q37.What role does procedural flexibility play in the functioning of administrative tribunals?

- A) Strict adherence to legal precedents
- B) Promoting efficiency and adaptability
- C) Lengthy formal hearings
- D) Imposing fines

Q38.What is the typical initial step in arbitration procedures?

- A) Filing a lawsuit
- B) Pre-trial negotiations
- C) Selection of arbitrators
- D) Court summons

Q39.What role do arbitration hearings play in the process?

- A) Mediation between parties
- B) Facilitating negotiation
- C) Presentation of evidence and arguments
- D) Issuing binding decisions

Q40.What is the goal of Lokayukta's recommendations?

- A) Legal enforcement
- B) Disciplinary action
- C) Financial penalties
- D) Public awareness campaigns

Q41.How does the final decision in arbitration differ from mediation?

- A) Voluntary agreement
- B) Court-imposed judgment
- C) Binding award
- D) Confidential settlement

Q42.What is the significance of the "arbitration award"?

- A) Non-binding recommendation
- B) Formal initiation of the process
- C) Final decision of the arbitrators
- D) Preliminary ruling

Q43. How does the enforceability of arbitration awards compare to court judgments?

- A) Equal enforceability
- B) Limited enforceability
- C) No enforceability
- D) Mandatory negotiations

Q44. What is the primary role of a Lokayukta in the context of dispute resolution?

- A) Investigating corruption complaints
- B) Conducting court trials
- C) Mediating civil disputes
- D) Enforcing criminal laws

Q45. How is the appointment of a Lokayukta usually made?

- A) By the Executive branch
- B) Through elections
- C) Nomination by the Legislature
- D) Appointment by the Judiciary

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
C	D	A	C	C	A	C	A	B	A
11	12	13	14	15	16	17	18	19	20
C	B	C	D	A	C	B	B	C	A
21	22	23	24	25	26	27	28	29	30
D	C	C	A	C	B	B	B	D	B
31	32	33	34	35	36	37	38	39	40
D	C	C	B	B	C	B	C	C	B
41	42	43	44	45					
C	C	A	A	C					

SOLUTIONS

1-C

The adversarial system is based on more efficient and equitable outcomes rather than dependent upon one approach. Hence option c is the correct option

2-D

The adversarial system comprises and derives of party driven, competitive, discovery-focused rather than judge-faced or led or investigative hence option d is the correct answer.

3-A

The inquisitorial system is famous and common in France and Germany as it is less time-consuming and easier as compared to the court system altogether. Hence option A is correct.

4-C

Inquisitorial and adversative systems are made to cater to the parties who want to save time and get to quick resolution, hence both options A and B are correct. Thus, option c is correct.

5-C

The main objective of the ADR system is to have an alternate redressal system and an effective system to help corporate parties to redress the issues as soon as possible and that too efficiently. Hence option c is correct.

6-A

The full form of ADR is Alternative dispute resolution. Hence option a is correct.

7-C

As ADR is an easy and effective mechanism it is easier for companies to go through it and the representatives can also represent them in their absence hence option c is the correct answer.

8-A

Arbitration is often more cost-effective than litigation due to streamlined procedures, avoiding prolonged court processes.

9-B

An arbitrator, not a judge, is appointed to make decisions in arbitration proceedings.

10-A

Many contracts include mandatory arbitration clauses, requiring parties to attempt negotiation before pursuing other dispute resolution methods.

11-C

The decision in arbitration is commonly referred to as an "Award")

12-B

Arbitration decisions are often final and binding, limiting the ability of parties to appeal and promoting a quicker resolution.

13-C

Mediators aim to facilitate open communication between parties to help them reach a mutually agreeable resolution.

14-D

The agreement reached through mediation is often referred to as a settlement.

15-A

Mediation involves a neutral third party (the mediator) facilitating discussions, while arbitration has a decision-maker rendering a binding decision.

16-C

Mediation often emphasizes confidentiality, allowing parties to speak freely without fear of their statements being used against them later.

17-B

Unlike a judge, a mediator does not make binding decisions; they facilitate discussions and assist parties in reaching their own mutually agreeable solutions.

18-B

Conciliation aims to foster compromise and amicable settlements between disputing parties.

19-C

Conciliators assist in communication and negotiation, guiding parties toward resolving their differences.

20-A

Unlike arbitration, conciliation does not result in binding decisions; it encourages parties to voluntarily agree on a resolution.

21-D

The resolution achieved through conciliation is often referred to as a settlement.

22-C

Confidentiality in conciliation promotes open and honest discussions between parties, fostering an environment conducive to reaching a resolution.

23-C

Lok Adalats encourage voluntary participation, and parties willingly submit their disputes for resolution.

24-A

A judge actively participates in Lok Adalat proceedings, assisting parties in reaching mutually agreeable settlements.

25-C

Lok Adalats prioritize the rapid resolution of disputes to reduce the backlog and promote efficiency in the legal system.

26-B

Lok Adalat decisions are based on voluntary agreements between the parties involved.

27-B

Lok Adalats commonly deal with civil cases, aiming to provide an alternative mechanism for resolving these disputes outside regular court proceedings.

28-B

Ombudsman typically investigate and address complaints impartially, aiming to find fair resolutions.

29-D

Ombudsmen provide recommendations to resolve disputes but do not issue binding decisions like judges.

30-B

Ombudsman offices are often independent entities, separate from the regular organizational hierarchy, to ensure impartiality.

31-D

Ombudsman can be found in various types of organizations, including government agencies, private businesses, and non-profit organizations.

32-C

Ombudsman recommendations often focus on improving systemic issues within organizations rather than solely enforcing legal outcomes.

33-C

Administrative tribunals have specialized jurisdiction, focusing on specific areas such as employment, immigration, or regulatory issues.

34-B

Administrative tribunal decisions are often enforceable through binding court orders, ensuring compliance.

35-B

Administrative tribunals often consist of experts in specific fields, providing specialized knowledge for more informed decisions.

36-C

Administrative tribunals are often preferred for matters involving specialized regulations or industries.

37-B

Administrative tribunals often offer procedural flexibility, promoting efficiency and adaptability in resolving disputes within their specialized domains.

38-C

The first step in arbitration is often the selection of arbitrators who will preside over the dispute.

39-C

Arbitration hearings involve parties presenting evidence and arguments before the arbitrators.

40-B

Lokayukta's recommendations often aim at initiating disciplinary actions against individuals involved in corruption or maladministration.

41-C

In arbitration, the final decision is a binding award, unlike mediation where agreements are voluntary.

42-C

The arbitration award is the final decision rendered by the arbitrators at the conclusion of the proceedings.

43-A

Arbitration awards are generally enforceable, similar to court judgments, providing a legal basis for compliance.

44-A

Lokayuktas typically investigate complaints related to corruption and maladministration.

45-C

Lokayuktas are often nominated by the Legislature to ensure independence and impartiality.

JURISPRUDENCE

Q1. What is the study of law called?

- A. Law
- B. Legal studies
- C. Jurisprudence
- D. Legal history

Q2. Which theory views law as commands backed by threats of force?

- A. Natural Law Theory
- B. Positivism
- C. Legal Realism
- D. Critical Legal Studies

Q3. What is the key principle of Natural Law Theory?

- A. Laws are derived from reason and universal principles of justice.
- B. Laws are created by the state and enforced through its power.
- C. Laws are subjective and influenced by social context.
- D. Laws are based on precedent and established legal customs.

Q4. Which theory emphasizes the gap between the ideal and the reality of law?

- (a) Legal Realism
- (b) Historical School of Law
- (c) Analytical Legal Positivism
- (d) Jurisprudence of Interests

Q5. What is the difference between jus and lex?

- A. Jus refers to morality and lex refers to positive law.

- B. Jus refers to positive law and lex refers to natural law.
- C. Jus refers to legal reasoning and lex refers to legal rules.
- D. There is no significant difference between the two terms.

Q6. What is the role of precedent in common law systems?

- A. To establish binding legal principles for future cases.
- B. To provide guidance for interpreting legislation.
- C. To limit the power of judges in deciding cases.
- D. To ensure consistency with international law.

Q7. What is the purpose of legal interpretation?

- A. To create new laws.
- B. To clarify the meaning and application of existing laws.
- C. To punish lawbreakers.
- D. To resolve disputes between individuals.

Q8. What are the main sources of law in Islamic legal systems?

- A. Judicial precedent and legislation
- B. The Quran, Sunnah, and scholarly interpretations
- C. Customary law and legal treatises
- D. All of the above

Q9. What is the difference between de lege and de facto legal systems?

- A. De lege systems are based on written law, while de facto systems are based on custom and tradition.
- B. De lege systems emphasize the ideal rule of law, while de facto systems focus on practical reality.
- C. De lege systems are found in developed countries, while de facto systems are found in developing countries.
- D. There is no significant difference between the two terms.

Q10. Which theory of law emphasizes the historical development and evolution of legal systems over time?

- A. Natural Law Theory
- B. Legal Positivism
- C. Historical School of Law
- D. Critical Legal Studies

Q11. Which theory of law argues that certain fundamental rights are inherent and universal, existing prior to any legal system?

- A. Legal Realism
- B. Utilitarianism
- C. Natural Law Theory
- D. Legal Positivism

12. Which theory of law focuses on analyzing the practical consequences of legal rules and their impact on individuals and society?

- A. Legal Formalism
- B. Legal Realism
- C. Analytical Legal Positivism
- D. Critical Legal Studies

13. Which theory of law argues that legal rules should be interpreted and applied strictly according to their literal meaning and legislative intent?

- A. Legal Realism
- B. Legal Formalism
- C. Critical Legal Studies
- D. Natural Law Theory

14. Which theory of law critiques traditional legal systems and argues that they inherently serve the interests of dominant social groups?

- A. Legal Positivism

- B. Utilitarianism
- C. Critical Legal Studies
- D. Natural Law Theory

15. In a Rawlsian "veil of ignorance" thought experiment, what is the primary goal of designing a just society?

- A. Maximize aggregate happiness
- B. Protect the rights of the most powerful individuals
- C. Ensure equal distribution of resources regardless of merit
- D. Uphold principles of fairness and justice even without knowing your own future position within the society

16 . The Hart-Devlin debate centers around which fundamental question:

- A. Can morality be enforced through law?
- B. Is legal positivism the only valid legal theory?
- C. Should religious beliefs influence legal decisions?
- D. What constitutes a legitimate legal system?

17. The critical legal studies (CLS) movement critiques legal systems mainly for:

- A. Being too complex and inaccessible to the public
- B. Lacking sufficient focus on economic efficiency
- C. Failing to adequately address social and political inequalities
- D. Relying too heavily on outdated historical precedents

18. According to Dworkin's "hard cases" argument, what is the role of judges in difficult legal situations?

- A. None
- B. Apply existing legal rules mechanically
- C. Advocate for social change through judicial activism
- D. Utilize their best judgment and interpret law creatively based on legal principles and morality

19. The "legal realist" movement challenged traditional legal systems for:

- A. Over-reliance on abstract legal principles
- B. Failure to consider the social context of legal decisions
- C. Undue focus on formal logic and precedent
- D. All of the above

20. How can legal theory contribute to addressing contemporary challenges like climate change, global inequalities, and technological advancements?

- A. Legal theory is primarily concerned with abstract philosophical debates and has limited practical application.
- B. By critically analyzing existing legal frameworks and proposing innovative solutions, legal theory can play a significant role in addressing contemporary challenges.
- C. Legal theory should focus on interpreting and applying existing laws to new situations, not advocating for systemic change.
- D. The impact of legal theory on these challenges is negligible compared to other fields like economics and technology.

Q21.Fact: According to the Realist School of Jurisprudence, rather than the impersonal statutes, the law is defined by the actual results of legal decisions. It focuses on the actual impacts of legal decisions on society as well as how the law functions in practical situations. Despite the fact that a recent judgement may have been based on well-established legal principles, Dr. Ishaan, a legal professor, criticises it, contending that while it may have positive theoretical implications for the community in question.

Question:

What would the major issue with the current judgement be based on Dr. Ishaan's critique and the Realist School's tenets?

- A) The ruling lacks a foundation in recognised legal concepts.
- B) The decision disregards historical conventions and traditions.
- C) The ruling, despite having a solid legal foundation, negatively impacts the neighbourhood.

D) A higher court hasn't confirmed the verdict.

Q22. The Analytical School of Jurisprudence places a strong emphasis on analysing legal theories and treats the law as it is rather than as it ought to be. It is more concerned with the structure and current legal system than it is with the history or moral standing of the law. A legal theorist named Ms. Ananya examines a recently proposed law. She avoids discussing its ethical consequences or historical context in favour of concentrating entirely on how it makes sense inside the existing legal system.

Question: What would be the main strategy for Ms. Ananya's analysis of the proposed statute based on her methodology and the tenets of the Analytical School?

- A) Assessing the statute's moral and ethical tenets.
- B) Being aware of the societal and historical circumstances that led to its creation.
- C) Examining its structure and logical consistency within the current legal system.
- D) Projecting its probable effects on society and future ramifications.

Q23. Fact: Novella, California, just approved a rule banning public criticism of any form of government action, citing public order and safety. Many residents are indignant, claiming that this rule breaches some unalienable rights of people, regardless of city legislation.

Question: Based on the ideas of the Natural School of Jurisprudence, which of the following best sums up the main complaint of Novella residents against the new law?

- A) The law will promote underground activity, which can be challenging to track.
- B) The law goes against moral truths that transcend laws created by humans.
- C) The law conflicts with Novella's ancient customs and traditions.
- D) The law conflicts with Novella's customs and relations.

Q24. In order to ensure a fair allocation of housing resources, a new housing law has been approved in the state of SocioLand that allots homes based only on income levels. Community organisations, though, have expressed worries. On paper, the rule appears fair, but according to their argument, it ignores factors

like different family sizes, the needs of vulnerable groups like the elderly and disabled, and the cultural significance of local communities.

Question: What would be the primary argument against SocioLand's new housing policy in light of the issues presented and consistent with the Sociological School of Jurisprudence?

- A) In SocioLand's legal history, the regulation has no historical precedent.
- B) The regulation ignores the various and real-world needs and circumstances of society while still attempting to be fair.
- C) The law does not adhere to fundamental moral precepts.
- D) Without the required approval

Q25.Factual: Mr. Gupta and Ms. Rani signed a contract in which he pledged to sell her a plot of property. After collecting the agreed-upon sum, Mr. Gupta resisted giving Ms. Rani the property's title. Disgusted, Ms. Rani made the difficult decision to file a lawsuit against Mr. Gupta to enforce the contract and recover the property.

Question: Which area of law is most frequently cited in Ms. Rani's lawsuit against Mr. Gupta?

- A) Criminal Law
- B) Civil Law
- C) Constitutional Law
- D) Environmental Law

Q26.Fact: Mrs Mehta discovered that her neighbour, Mr Verma, had been secretly connecting a cable from his house to her metre in order to steal electricity from her home. She was outraged by this violation and made the decision to report him to the police in order to seek legal redress.

Question: Which area of law is most frequently used to resolve this infraction when Mrs. Mehta reports the theft Mr. Verma committed?

- A) Civil Law
- B) Constitutional La

- C) Criminal Law
- D) Corporate Law

Q27. The Digital Protection Act (DPA), a piece of legislation intended to stop the transmission of false information online, was passed in the fictional nation of Lextopia in 2022. Anyone detected spreading misleading material on significant social media sites could face a punishment of up to 5,000 Lextopian dollars under the DPA. A inhabitant of Lextopia named John published a piece on his personal blog that the Lextopian Digital Regulatory Authority later judged to be fake. The site receives 15 readers per day on average. John was then penalised. He disputed the fine on the grounds that his personal blog does not fit under the definition of major social platforms.

Which of the following concerns should be addressed in John's case the most?

- A) Whether John intended to disseminate untrue information.
- B) The status of John's personal blog as a major social platform.
- C) The total number of people who have read John's blog entry.
- D) The type of misleading information John offered.

Q28. It has been a long-standing tradition in the cultural region of Traditia for people to give their first-born kid a silver pendant on their tenth birthday. Sarah had only been in Traditia for a year and was not familiar with this tradition. She gave her son a gold pendant for his 10th birthday instead. She received criticism from her neighbours for disregarding the custom.

Which of the following is the best question to ask in light of Sarah's circumstance?

- A) Sarah had money to buy a silver pendant, but did she have enough money?
- B) Are visitors to Traditia typically expected to know all local traditions right away?
- C) Is gold regarded as a lower metal in Tradition than silver?
- D) How many neighbours were critical of Sarah's jewellery choice

Q29. Every citizen's right to free speech is protected by the constitution in Rightonia, a democracy. Additionally, it places a responsibility on every citizen to refrain from spreading hate speech. A group of people recently viewed a

statement Alex, a well-known journalist in Rightonia, made on his news programme as borderline hate speech. They asked the government to punish Alex for failing to uphold his civic obligation. Alex contends that he was simply expressing himself freely.

Which of the following concerns Alex's condition the most?

- A) How many people viewed Alex's news programme at the time he made the contentious claim?
- B) Does Rightonia's constitution clearly distinguish between free speech and hate speech?
- C) Has Alex previously made similar claims?
- D) Did any other journalists suffer consequences for m

Q30. The legal standing of unborn people has long been a contentious issue in the principality of Vita. Generally speaking, if an unborn person is later born alive, the law recognises their rights for inheritance. A distant aunt who went away left a sizeable fortune to Ms. Anaya, who was seven months pregnant. According to the terms of the will, her child would receive the bequest. The will further specified that the inheritance would go to a nearby charity if the child was not born alive. Sadly, Anaya's baby died during birth. The organisation is now asserting its claim to the inheritance, but Anaya claims that her unborn child was entitled to it.

Which of the following concerns the court case between Ms. Anaya and the charity the most?

- A) When drafting the will, was the relative aware of Anaya's pregnancy?
- B) Does Vita's legal system recognise an unborn person's rights for inheritance purposes only if they are afterwards born alive?
- C) How much money would the relative's inheritance be worth in total?
- D) None of the above

Q31. People who have been labelled lunatics by the appropriate authorities are typically seen as being unable to sign contracts in the republic of Sanitas. During sporadic moments of mental infirmity, Mr. Krish, a well-known artist, was labelled a lunatic and was later diagnosed with a severe mental condition. In one instance, he offered ArtHouse Galleries a price far below what a valuable painting would

have sold for on the open market. Mr. Krish attempted to have the transaction revoked after regaining his sanity by arguing that he was insane at the time the contract was signed. The sale was legal, according to ArtHouse Galleries.

Which of the following concerns the legal conflict between Mr. Krish and ArtHouse Galleries the most?

- A) How many of Mr. Krish's paintings have he sold in the last 12 months?
- B) When Mr. Krish signed the contract with ArtHouse Galleries, was he experiencing one of his episodes of mental incompetence, as determined by a qualified authority?
- C) How much are Mr. Krish's paintings currently selling for on the open market?
- D) Mr. Krish was legally incapable of entering into a contract at the time of the sale.

Q32. Unrelated to their nature or aim, all public meetings were outlawed in Constellia after a new law was established. A group of activists decided to appeal this statute to the country's Supreme Court because they felt it violated their fundamental rights to freedom of assembly and expression.

Question: Which area of law is most frequently used to evaluate the legality of the activist's challenge to the recently passed statute before Constellia's Supreme Court?

- A) Criminal Law
- B) Civil Law
- C) Environmental Law
- D) Constitutional Law

Q33. The Supreme Court of India addressed concerns about the welfare and rights of children born to prostitutes in the Gaurav Jain v. Union of India (1997) case. The main goals were to safeguard these kids' rehabilitation, education, and protection from societal shame. Based on this situation, an Indian state introduced a policy to give such kids free education up to the secondary level. A group, however, claimed that this practise was biased towards other disadvantaged kids who weren't given the same advantages.

Which of the following concerns the discussion surrounding the state's policy the most?

- A) How many babies are born to prostitutes in the state?
- B) Does the Gaurav Jain v. Union of India (1997) ruling compel states to prioritise prostitute children over other impoverished kids when it comes to benefits?
- C) What other assistance initiatives does the government provide to children from low-income families?
- D) None of the above

Q34. Mr. Sharma recently acquired some land, and he quickly erected a fence around it. He then began farming on the land. But there is a disagreement when Mr. Kapoor asserts ownership of the property despite never having lived on it or utilised it.

Question: Which of the following statements most accurately sums up Mr. Sharma's connection to the subject property?

- A) Constructive Possession: Although Mr. Sharma is not physically on the property, he has indirect authority over it.
- B) Actual Possession: The land is within Mr. Sharma's direct physical control and occupation.
- C) Nominal Possession: Although Mr. Sharma has no actual possession of the land, he is legally entitled to it.
- D) Joint Possession: Since Mr. Kapoor has a spare key, they both have access to Mr. Sharma's flat.

Q35. Ms. Verma's late uncle left her a sizable warehouse. She trusted her friend Mr. Roy to run the warehouse even though she never went there or kept anything there. Mr. Roy gradually stocked the warehouse with his own merchandise. When Ms. Verma intended to lease the warehouse, there was a disagreement since Mr. Roy insisted he had control over it because of his ongoing use

Question Despite never having lived there, which of the following best sums up Ms. Verma's relationship with the warehouse?

- A) Actual Possession: The warehouse is under the direct physical control of Ms. Verma.
- B) Joint Possession: The warehouse is jointly owned by Mr. Roy and Ms. Verma.

C) Constructive Possession: Without actually being there, Ms Verma has a legal claim to and control over the warehouse.

D) Nominal Possession: Mrs Verma is the is in direct physical control of the warehouse.

Q36. A unoccupied piece of property on the outskirts of the city was owned by Mr. Khan. He rarely went back to the plot throughout the years. When Mr. Patel realised the land was uninhabited, he began to live there, construct a modest home, and farm the surrounding area. He did this for 15 years in the open without Mr. Khan or anyone else objecting. When Mr. Khan ultimately made the decision to sell the land, he learned about Mr. Patel's vocation and attempted to have him removed.

Question: What legal theory may Mr. Patel utilise to assert a right over the land in light of his lengthy, ongoing, and uncontested usage of Mr. Khan's property?

A) Nominal Possession: Mr. Patel agreed that Mr. Khan was the rightful owner of the land.

B) Actual Possession: Because Mr. Patel briefly lived on the property in person.

C) Unfavourable Possession: As a result of Mr. Patel's long-term, public usage of the property without the owner's consent.

D) Actual Possession: Mr Patel is the rightful owner of the land.

Q37. Factual statement: Mrs. Kapoor recently relocated for a job and purchased housing in the new city. She furnished it, has a mailbox here for mail, and resides there every day. Even though he has never slept there or used the flat, her cousin, Mr Singh, asserts that since he has a spare key, he has some rights over it

Question: Which of the following statements most accurately sums up Mrs. Kapoor's connection to her new home?

A) Joint Possession: Since Mr. Singh has a spare key, they both have access to Mrs Kapoor's flat.

B) Constructive Possession: The flat is under the indirect control of Mrs Kapoor.

C) Actual Possession: Mrs Kapoor is the resident of the flat and is in direct physical control of it.

D) Nominal Possession: Mrs Kapoor is the resident of the flat and is in indirect physical control of it.

Q38. Factual: In order to construct a new roadway, the Prayagraj State Government made the decision to purchase a plot of land owned by Mr. Rajan. Mr. Rajan wasn't informed of the acquisition or given any compensation because the government didn't follow the proper acquisition procedure. Mr. Rajan made the decision to sue to stop the transaction, claiming that his rights had been violated.

Question Which Article of the Indian Constitution is Mr. Rajan most likely to use to contest the State Government's purchase without paying for it and without following the required procedure?

- A) Article 21 - Protection of life and personal liberty
- B) Article 19(1)(g) - Right to practice any profession or to carry on any occupation, trade or business
- C) Article 300-A - No person shall be deprived of his property save by the authority of law.
- D) None of the above

Q39..A well-known gallery sold a work of art to Ms. Anika. She is free to retain it, show it, lend it out, or even toss it out if she so chooses. The artwork cannot be duplicated or sold by Anika because the creator has kept the copyright. Her friend Mr. Rohan contends that she doesn't actually own the artwork because she lacks the authorization to copy it.

Question: Which of the following best represents Ms. Anika's connection with the purchased art according to the ownership principles?

- A) Complete Ownership: Since Ms. Anika is the legal owner of the artwork, she is also granted full reproduction rights.
- B) Limited Ownership: Ms. Anika owns ownership rights to the original work of art but not to any intellectual reproductions of it.
- C) No Ownership: Ms. Anika has no legal claim to the artwork because she is unable to replicate it.
- D) None of the above

Q40. Fact: The legality of a few provisions of the Bombay Tenancy and Agricultural Lands Act was contested in the Shantabai vs. State of Bombay case of 1959. Shantabai, the petitioner, claimed that the state's interference in the alienation of agricultural lands, which were regarded as transfers under the Act, violated her rights.

Which concept was the main issue of disagreement in the Shantabai v. State of Bombay case?

- A) The authority of the state to control religious activities.
- B) The power of the state to put restrictions on the right to free expression.
- C) Involvement of the state in the alienation and transfer of agricultural lands.
- D) The state's power to pass retroactive legislation.

Q41. Factual: Mr. A and Mr. B signed a contract in which Mr. B agreed not to launch a rival company in the same town as Mr. A for the ensuing three years. Mr. A agreed to provide Mr. B a quantity of money in exchange when the three years had passed. Mr. A later objected to payment, arguing that there was no consideration for his payment pledge.

Question: Which of the following statements about consideration in the Indian Contract Act is true in view of the guidelines established in the Bishwanath Prasad vs. Dwarka Prasad (1982) case?

- A) Only the present and future must be taken into account.
- B) The past, present, or future may all be taken into account.
- C) For consideration to be considered, it must be worth money.
- D) In unilateral contracts, consideration is not relevant.

Q42. First fact: Mrs. Kumar bought a plot of property in Riverdale. She created a little garden, erected a fence around the property, and occasionally had community gatherings there. A local business made Mrs. Kumar a sizable cash offer for her land in exchange for the right to develop a mall there. Mrs. Kumar refused, citing her love for and ambitions for the property.

Which of the following best describes Mrs. Kumar's circumstance and the significance of ownership?

- A) The company's capacity to set a price for the property.
- B) The freedom of Mrs. Kumar to select how to utilise and dispose of her land.
- C) The community gatherings that Mrs. Kumar hosts.
- D) Mrs. Kumar's creation of the garden.

Q43. Mr. Shah's ancestors left him a historical mansion. Even though he doesn't reside in the home, he hires staff to take care of it, keeps up with its upkeep, and has made it available for guided tours to highlight its historical value.

What aspects of Mr. Shah's treatment of the mansion serve to emphasise the value of ownership?

- A) By paying staff members to take care of the mansion.
- B) By staying outside the mansion.
- C) By maintaining and educating others about the historical significance of the mansion.
- D) By sharing a family history with the mansion.

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
C	B	A	D	A	A	B	B	B	C
11	12	13	14	15	16	17	18	19	20
C	B	B	C	D	A	C	D	D	B
21	22	23	24	25	26	27	28	29	30
C	C	B	B	B	C	B	B	B	B
31	32	33	34	35	36	37	38	39	40
B	D	B	B	C	C	C	C	B	C
41	42	43							
B	B	C							

SOLUTIONS

1-C

Jurisprudence is the theoretical and philosophical study of law, examining its nature, sources, principles, and application.

2-B

Positivism, primarily associated with John Austin, defines law as commands issued by a sovereign backed by the threat of sanctions.

3-A

Natural Law Theory argues that certain universal principles of right and wrong exist and form the basis of true law.

4-D

Legal Realism argues that the application of law in practice often differs from theoretical legal principles, highlighting the role of judges and social context.

5-A

This distinction is crucial in jurisprudence, as it highlights the potential tension between what is morally right and what is legally valid.

6-A

In common law systems, past judicial decisions (precedents) serve as binding authority for similar future cases, promoting consistency and predictability.

7-B

Legal interpretation is the process of assigning meaning to ambiguous legal texts and resolving conflicts between different legal provisions.

8-B

Islamic law primarily relies on the Quran (divine revelation), Sunnah (prophet's teachings), and interpretations by scholars, with customary law and legal treatises playing a complementary role.

9-B

De lege refers to the theoretical framework of a legal system, while de facto refers to how the legal system actually functions in practice.

10-C

This school, also known as the "Historical Jurisprudence" school, argues that law is not static but evolves through social, cultural, and historical forces.

11-C

This theory posits that there are universal moral principles that transcend human-made laws, and these principles should guide legal systems.

12-B

This school emphasizes the gap between the ideal and the reality of law, examining its practical applications and potential injustices.

13-B

This school prioritizes the clear and objective interpretation of legal rules, focusing on legislative intent and formal structure.

14-C

This school challenges traditional legal frameworks, arguing they often uphold power structures and perpetuate inequalities.

15-D

The veil of ignorance removes self-interest, prompting individuals to choose principles benefiting everyone, regardless of their own potential future status. This aligns with Rawls' theory of justice as fairness.

16-A

Hart argued for separating law from morality, while Devlin believed certain immoral acts require legal punishment even if unpopular.

17-C

CLS challenges the neutrality of law, arguing it often perpetuates existing power structures and inequalities.

18-D

Dworkin argues judges act as "Hercules" in hard cases, using judgment and principles to create the best possible outcome, aligning with legal principles and morality.

19-D

Legal realists argued legal systems often fail to reflect the actual practices of legal actors and the social impact of legal decisions.

20-B

Legal theory can be a powerful tool for critical analysis and proposing solutions to complex issues. Option (b) highlights its potential to contribute to legal frameworks addressing global issues like climate change and inequalities. However, its effectiveness depends on its engagement with other disciplines and its ability to translate theoretical ideas into practical action.

21-C

Beyond merely theoretical or doctrinal explanations, the Realist School places emphasis on the consequences and results of legal decisions in real-life situations. In keeping with this school, Dr. Ishaan's criticism emphasises the judgment's detrimental practical effects on the impacted population, even though the judgement follows well-established legal concepts. Hence option c is correct option .

22-C

The Analytical School is interested in the framework and logic of the law as it already exists. According to this school of thinking, Ms. Ananya's strategy is to evaluate the statute's logical coherence and how it comports with the existing legal framework without delving into its moral, historical, or prospective ramifications. Hence option C is correct option

23-B

The Natural School of Jurisprudence emphasises the idea that there are some moral standards that are universally accepted as being higher than laws created by humans. A law produced by humans is viewed as unfair if it conflicts with these ideals. The citizens' argument supports this viewpoint, contending that the city's laws cannot be used to restrict their unalienable rights. Hence option B is correct option .

24-B

The Sociological School of Jurisprudence emphasises the importance of comprehending how laws affect and interact with the practical realities of society. The worries of the community organisations underline the discrepancy between the theoretical justice of the law and its practical application, which may ignore the actual requirements and circumstances of different societal groups. Hence option B is correct option.

25-B

Civil law generally deals with conflicts between people or organisations where the sufferer may be given compensation. Ms. Rani's request for contract enforcement and title transfer in this matter fits firmly under the realm of Civil Law. Hence option B is correct.

26-C

Behaviours that are deemed damaging to society and are therefore punished by fines, imprisonment, or other consequences are the subject of the criminal law. In this case, the theft of energy by Mr. Verma qualifies as a crime and falls under the purview of criminal law.

27-B

The DPA's definition of the term major social platforms is the main point at hand. Whether John's blog qualifies as one and, thus, whether the law applies to him in this situation, is crucial to his defence. Hence option b is the correct option.

28-B

Sarah, who is relatively new to the area, is at the centre of the argument. Hence option b is the correct option.

29-B

At the heart of the issue is the question of where to draw the line between the right to free expression and the duty not to spread hate speech. Alex was either exercising his right or disobeying his duty, depending on how the Rightonian constitution defines this distinction. Hence option b is the correct option.

30-B

The legal standing of unborn people in Vita, particularly with regard to inheritance rights, is at the centre of the conflict. In order to settle the dispute between Ms. Anaya and the charity, it will be crucial to ascertain how the law handles cases like this — specifically, whether the unborn person's rights depend on being born alive. Hence option B is correct.

31-B

The question of whether Mr. Krish was legally capable of entering into a contract at the time of the sale is the main focus of this argument. It is essential to decide whether he was insane, as defined by Sanitas' legal standards and determined by the competent authorities, in order to judge whether the contract is valid. Hence option b is the correct option.

32-D

The application and interpretation of a nation's constitution are topics of constitutional law. It assesses the constitutionality of statutes and their conformity to those principles. Because the activists are alleging that their constitutional rights may have been violated in this situation, constitutional law is at issue. Hence option D is correct option .

33-B

The Gaurav Jain v. Union of India ruling's interpretation and application are at the heart of the matter. With regard to other impoverished children, it is crucial to determine if the judgement clearly requires or only suggests special treatment for children of prostitutes. Hence option B is correct option .

34-B

Actual possession is the control or occupancy of a property in its direct physical manner. In this case, even though the legitimacy of the title is in question, Mr. Sharma proves he actually owns the land by erecting a fence and using it for farming. Hence option B is correct option .

35-C

When someone has legal authority and control over something without having physical custody or actual possession, this is referred to as having constructive possession. In this situation, even though Ms. Verma hasn't utilised or occupied the warehouse personally, she has constructive possession of it thanks to inheritance. Hence option C is correct option .

36-C

According to a legal principle known as adverse possession, someone who has openly and without the genuine owner's permission possessed another person's land for a significant amount of time may be able to claim legal ownership of that land. The long-term, public use of Mr. Khan's land by Mr. Patel in this situation is consistent with adverse possession law. Hence, option C is correct option .

37-C

Actual possession is the control or occupancy of a property in its direct physical manner. Regardless of Mr. Singh's assertions based on a spare key, it is obvious that Mrs. Kapoor has actual possession of the flat given that she resides there, furnishes it, and gets mail there. Hence option C is correct option.

38-C

No one may be deprived of their property without the authorization of the law, according to Article 300-A. This means that the State can only take someone's property if a

legislation has been passed authorising the taking and the legal process specified in the law is followed. In this case, Mr. Rajan can use Article 300-A to contest the purchase because the State Government did not follow the necessary procedure. Hence option C is correct option .

39-B

In general, ownership means the right to keep something, utilise it, and get rid of it. Ms. Anika is permitted to own and utilise the artwork in this case, but she is not permitted to make copies of it because the artist has retained the copyright. Her ownership is so restricted. Hence, option b is correct.

40-C

The rules of the Bombay Tenancy and Agricultural Lands Act, notably the ones on the transfer of agricultural lands, were at the centre of the Shantabai vs. State of Bombay dispute. Shantabai, the petitioner, said that the state's ability to get involved in these transfers was an infringement on her rights. Hence option c is correct option.

41-B

The Indian Contract Act specifies that consideration may be past, present, or future. The ruling in Biswanath Prasad v. Dwarka Prasad (1982) emphasised the significance and sufficiency of consideration, stating that the law is more concerned with its existence than its sufficiency. Hence option B is correct option.

42-B

Ownership includes both possession and the freedom to decide what to do with a piece of property. In this case, Mrs. Kumar's ability to reject the corporation's offer highlights her ownership rights and independence. Hence option B is correct option.

43-C

Being an owner allows a person to conserve, protect, and share valuable assets in addition to possessing them or using them for personal needs. The fact that Mr. Shah decided to keep up the mansion and let people take tours underlines how crucial ownership is for sharing and preserving culture. Hence option C is correct option .

PROPERTY LAW

Q1. Property law in India is primarily governed by which of the following Acts?

- A) The Transfer of Property Act, 1882
- B) The Registration Act, 1908
- C) The Indian Contract Act, 1872
- D) All of the above

Q2. Which of the following is NOT a type of property recognized under Indian property law?

- A) Tangible property
- B) Intangible property
- C) Sentimental property
- D) Movable property

Q3. The term 'easement' refers to:

- A) The process of transferring ownership of property
- B) A right to use or enjoy another person's property for a specific purpose
- C) The illegal occupation of someone's land
- D) A type of tax levied on property transactions.

Q4. Which of the following modes of property transfer does NOT require a registered instrument under the Transfer of Property Act?

- A) Sale
- B) Gift
- C) Lease for a term of less than one year
- D) Mortgage

Q5. A 'sale' of immovable property is defined as a transfer of ownership in exchange for:

- A) A price
- B) Another property
- C) Future services

D) Any of the above

Q6. A gift of immovable property can only be validly completed through:

- A) A written Will
- B) A simple oral agreement between the parties
- C) A registered gift deed
- D) None of the above

Q7. Which type of mortgage involves the mortgagor transferring absolute ownership of the property to the mortgagee, with a condition of retransfer upon repayment of the loan?

- A) Simple Mortgage
- B) Mortgage by Conditional Sale
- C) Usufructuary Mortgage
- D) English Mortgage

Q8. In a usufructuary mortgage, the mortgagor:

- A) Hands over possession of the property to the mortgagee
- B) Retains possession but gives up the right to collect income from the property
- C) Transfers ownership but retains the right to repurchase the property
- D) Deposits the title deeds as security

Q9. The Rent Control Act in various states aims to:

- A) Prevent landlords from charging excessive rents
- B) Provide security of tenure to tenants
- C) Make renting more affordable for low-income groups
- D) All of the above

Q10. Which of these is considered immovable property under Indian law?

- A) A car
- B) Shares in a company
- C) A piece of land
- D) A patent

Q11. Intellectual property, such as trademarks and copyrights, fall under which category?

- A) Movable property
- B) Immovable property
- C) Intangible property
- D) None of the above

Q12 The difference between ownership and possession is that:

- A) Ownership is a broader legal right, while possession is factual control.
- B) Ownership requires registration, possession does not.
- C) Possession is always temporary, ownership can be permanent.
- D) Only tangible property can be owned, not possessed.

Q13. Which of these situations does NOT exemplify adverse possession?

- A) Living openly in a house for 12 years, claiming it as your own.
- B) Encroaching on a neighbor's land and using it for years.
- C) Paying rent to the landlord of a property.
- D) Entering a property during the owner's long absence.

Q14. Which of the following is essential for a valid sale of immovable property?

- A) Written sale deed
- B) Registration of the sale deed
- C) Payment of stamp duty
- D) All of the above

Q15. A gift of immovable property can be revoked under the following circumstances:

- A) If the donee dies before the donor.
- B) If the donor changes their mind before registration.
- C) Under specific conditions stipulated in the Transfer of Property Act.
- D) Never, a gift once made is irrevocable.

Q16. An easement right can be created by:

- A) Express grant (in a deed)
- B) Long and uninterrupted usage
- C) Necessity (like a way of access)
- D) All of the above

Q17. Which statement is true about easements?

- A) An easement grants full ownership rights over a portion of another's land.
- B) Easement rights cannot be transferred.
- C) An easement can exist even without a dominant tenement (land it benefits).
- D) An easement limits the owner's use of their own property.

Q18. In a simple mortgage, if the borrower defaults, what right does the mortgagee have?

- A) Right to sell the property without a court order.
- B) Right to take possession of the property.
- C) Right to sue for the mortgage money.
- D) None of the above.

Q19. Situation: Maya inherited a piece of land from her father. She wants to build a house on it but her neighbor, Rohan, claims a right of way through the property to access his own land behind it. Maya has never seen Rohan use the path before. What is the best course of action for Maya?

- A) Allow Rohan to continue using the path as it wouldn't significantly impact her construction plans.
- B) Deny access to Rohan and build a wall blocking the path, as she has inherited full ownership of the land.
- C) Consult a lawyer to determine if Rohan has a legal right of way through an easement established by long usage.
- D) Negotiate with Rohan for an alternative access route to his land in exchange for compensation.

Q20. Situation: Rahul purchased a flat from a developer through a registered sale deed. However, the construction is delayed, and Rahul suspects the developer might be facing financial difficulties. What legal protection does Rahul have in this situation?

- A) He can immediately sue the developer for breaching the contract and demand compensation for the delay.
- B) He needs to wait for a specific period before legal action, as per the terms of the sale agreement.
- C) He can approach the concerned authorities like RERA (Real Estate Regulatory Authority) for intervention and assistance.
- D) He has no legal recourse since the delay hasn't caused him any significant financial loss yet.

Q21. Situation: Anjali gifted a valuable necklace to her daughter, Priya, through a registered gift deed. Later, Anjali faced financial difficulties and wanted the necklace back. Can she legally reclaim the necklace from Priya?

- A) Yes, as Anjali is the original owner and needs the necklace due to financial hardship.
- B) No, once a gift is complete through a registered deed, it cannot be revoked.
- C) Anjali can only reclaim the necklace if she can prove Priya misused it or committed a serious offense.
- D) Anjali can reclaim the necklace if she offers Priya something of equal value in return.

Q22. Situation: A company leased its office space to a tenant for a period of three years. However, due to unforeseen circumstances, the company now urgently needs the space back for its own operations. Can the company evict the tenant before the lease expires?

- A) Yes, the company can evict the tenant by providing a reasonable notice period.
- B) No, the company cannot evict the tenant unless they breach the terms of the lease agreement.
- C) The company can evict the tenant if they are willing to compensate them for the remaining lease period.
- D) The company needs to seek legal advice to understand their options based on specific terms of the lease and relevant laws.

23. Situation: Aarav received a legal notice from his neighbor, claiming that Aarav's newly constructed balcony is encroaching on their property line. Aarav insists he built within his boundaries and has the necessary approvals. What should Aarav do next?

- A) Ignore the notice as he has the necessary approvals and believes he is within his legal rights.
- B) Engage a surveyor to re-measure the property lines and verify the claim.
- C) Respond to the notice with evidence supporting his claim and seek legal advice if necessary.
- D) Immediately demolish the balcony to avoid any further complications.

24. Which of the following documents is mandatory for proving ownership of a property in India?

- A) Aadhar card
- B) Electricity bill
- C) Registered Sale Deed
- D) Will

25. What kind of property rights does a tenant have on a rented property?

- A) Ownership rights
- B) Full possessory rights for the duration of the lease
- C) Limited possessory rights as agreed upon in the rental agreement
- D) No rights, they are merely using the landlord's property

26. For buying an apartment in a housing society, in addition to a sale deed, which other document might be required to prove your valid membership?

- A) Water bill
- B) PAN card
- C) Share certificate from the housing society
- D) Passport

27. If someone occupies a property without the owner's permission and claims ownership after 12 years, this is an example of:

- A) Adverse possession
- B) Encroachment
- C) Easement
- D) Illegal lease

28. Which legislation is a major source of property law in India?

- A) The Indian Penal Code, 1860
- B) The Hindu Marriage Act, 1955
- C) The Transfer of Property Act, 1882
- D) The Constitution of India

29. What is the role of stamp duty in a property purchase?

- A) It is a tax levied by the government during property transactions.
- B) It serves as the sole proof of property ownership.
- C) It indicates a valid gift deed has been executed.
- D) It is irrelevant for property transactions.

30. Which authority typically oversees property registration processes in India?

- A) Income Tax Department
- B) Sub-Registrar's Office
- C) Municipality
- D) National Real Estate Authority

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
D	C	B	C	A	C	B	A	D	C
11	12	13	14	15	16	17	18	19	20
C	A	C	D	C	D	D	C	C	C
21	22	23	24	25	26	27	28	29	30
B	D	C	C	C	C	A	C	A	B

SOLUTIONS

1-D

Each of these Acts plays an essential role in defining property rights, transactions, and registration processes.

2-C

Indian law focuses on tangible (land, buildings), intangible (intellectual property), and movable (vehicles, goods) categories.

3-B

Easements grant a limited right, without transferring ownership, such as a right of way through another's land.

4-C

Short-term leases can be created through an oral agreement.

5-A

A sale specifically involves the exchange of property for monetary consideration.

6-C

Registration is essential to formally transfer ownership of immovable property as a gift.

7-B

This type carries a risk of the mortgagee getting full ownership if repayment fails.

8-A

The mortgagee enjoys possession and can derive income from the mortgaged property.

9-D

Rent Control Acts regulate the landlord-tenant relationship with a focus on fairness.

10-C

Immovable property is fixed to the earth – land, buildings, etc.

11-C

Intellectual property consists of rights over creations of the mind and lacks physical substance.

12-A

You might possess something (e.g., rented house) without owning it.

13-C

Adverse possession involves hostile and continuous occupation against the true owner's rights.

14-D

All these steps are mandatory to formally complete the sale process.

15-C

Revocations are possible but only under limited, legally defined circumstances.

16-D

Easements arise through various means, depending on the situation.

17-D

The easement allows specific, limited use of the property by someone other than the owner.

18-C

A simple mortgage only provides a right to sue, a foreclosure process is needed for other actions.

19-C

While Maya owns the land, Rohan might have acquired an easement through long and uninterrupted use. Consulting a lawyer helps clarify the legal situation and potential options.

20-C

RERA helps protect homebuyers' rights in situations like delayed projects.

21-B

In India, a validly completed gift with registration is generally irrevocable.

22-D

The answer depends on specific clauses in the lease agreement and any applicable local rent control laws. Legal advice is crucial in such situations.

23-C

The answer depends on specific clauses in the lease agreement and any applicable local rent control laws. Legal advice is crucial in such situations.

24-C

The sale deed, registered with the government, is the primary legal document establishing ownership.

25-C

Tenants have rights of use and enjoyment, but these are defined and limited by the lease agreement.

26-C

A share certificate indicates your membership and ownership interest in the society.

27-A

Adverse possession is where an unlawful occupant tries to gain ownership by long, hostile occupation.

28-C

This is the main legislation for property transactions, rights, and ownership.

29-A

Stamp duty is a mandatory tax payment during property sale registrations.

30-B

The Sub-Registrar's Office handles the registration of property documents, ensuring valid title records.

CYBER LAW

Q1. The primary legislation governing cyber law in India is the:

- A) Indian Penal Code, 1860 (IPC)
- B) Code of Criminal Procedure, 1973 (CrPC)
- C) Information Technology Act, 2000 (IT Act)
- D) Cyber Laws Act, 2005

Q2. Which section of the IT Act deals with punishment for sending offensive messages through electronic communication?

- A) Section 66
- B) Section 66A
- C) Section 67
- D) Section 69

Q3. Sending emails containing a computer virus would be an offense under which section of the IT Act?

- A) Section 43
- B) Section 65
- C) Section 66
- D) Section 72

Q4. Which of the following is considered 'sensitive personal data' under the IT (Reasonable Security Practices and Sensitive Personal Data or Information) Rules, 2011?

- A) Passwords
- B) Financial Information
- C) Biometric Information
- D) All of the above

Q5. Which section of the IT Act provides for the blocking of websites in the interest of public order and national security?

- A)Section 66A
- B)Section 67
- C)Section 68
- D)Section 69

Q6. What type of cybercrime involves hacking into a computer system to steal or alter data?

- A)Phishing
- B)Data Theft
- C) Identity Theft
- D)Cyberstalking

Q7. The act of publishing sexually explicit content about someone online without their consent is termed:

- A)Cyberbullying
- B) Revenge Pornography
- C)Sexting
- D)Catfishing

Q8. Which authority is primarily responsible for investigating cybercrime cases in India?

- A)Cyber Cell of Local Police
- B)Central Bureau of Investigation (CBI)
- C) National Investigation Agency (NIA)
- D) Central Economic Intelligence Bureau (CEIB)

Q9. What is the purpose of a Cyber Appellate Tribunal?

- A)To hear appeals against orders of lower courts in cybercrime cases
- B)To issue guidelines for online content and social media platforms

- C) To provide training to law enforcement on cybercrime investigation
- D) To hear appeals against adjudicating officers under the IT Act

Q10. Which of the following is NOT an example of cybercrime?

- A) Sending spam emails for commercial gain
- B) Stealing credit card information online
- C) Defacing a company's website with political messages
- D) Sharing a copyrighted movie without permission

Q11. The doctrine of 'intermediary liability' under Section 79 of the IT Act means that:

- A) Internet service providers (ISPs) are strictly liable for any illegal content hosted on their platforms.
- B) Intermediaries are required to remove illegal content within 24 hours upon receiving notice.
- C) Intermediaries have a qualified exemption from liability if they exercise due diligence.
- D) Intermediaries are never liable for user-generated content under any circumstances.

Q12. The concept of 'net neutrality' in India refers to:

- A) The principle that ISPs should treat all internet traffic equally, without discrimination.
- B) The government's right to block any website for national security reasons.
- C) The requirement for all internet companies to be registered with the Indian government.
- D) The freedom of individuals to access any online content without restrictions.

Q13. Which case led to the recognition of the 'right to be forgotten' in Indian jurisprudence?

- A) Shreya Singhal vs. Union of India
- B) Justice K.S. Puttuswamy vs. Union of India
- C) Vishaka vs. State of Rajasthan

D)Suchita Srivastava vs. Chandigarh Administration

Q14. Under the IT Act, 'digital signatures' are recognized as a means of authentication. They function on the basis of:

- A)Symmetric-key cryptography
- B) Asymmetric-key cryptography
- C)Hashing algorithms
- D)Biometric authentication systems

Q15. India's Personal Data Protection Bill (now withdrawn) drew inspiration from which global data privacy regulation?

- A)California Consumer Privacy Act (CCPA)
- B)General Data Protection Regulation (GDPR) of the European Union
- C)Federal Trade Commission Act (FTC Act) of the U.S.
- D)Australia's Privacy Act 1988

Q16. Which type of cybercrime is most likely to be prosecuted under both the IT Act and sections of the Indian Penal Code (IPC)?

- A)Phishing scams
- B)Online Child Sexual Abuse
- C)Website defacement for political reasons
- D)Spreading misinformation on social media

Q17. Copyright infringement of software in India is covered under:

- A)The Copyright Act, 1957
- B)The Trade Marks Act, 1999
- C)The Information Technology Act, 2000
- D)None of the above

Q18. Which regulatory body is responsible for issuing licenses to Certifying Authorities in India as per the IT Act?

- A) Controller of Certifying Authorities (CCA)
- B) National Informatics Centre (NIC)
- C) National Cyber Security Coordinator (NCSC)
- D) Indian Computer Emergency Response Team (CERT-In)

Q19. What legal challenge often arises in the prosecution of cybercrimes involving cross-border jurisdictions?

- A) Determining the applicable law and jurisdiction
- B) Difficulties in obtaining digital evidence from other countries
- C) The lack of extradition treaties for cybercrime offenses
- D) All of the above

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
C	B	A	D	D	B	B	A	D	A
11	12	13	14	15	16	17	18	19	20
C	A	B	B	B	B	A	A	D	

SOLUTIONS

1-C

The IT Act is the cornerstone of cyber law in India, dealing with cybercrimes, digital signatures, and other electronic transactions.

2-B

However, note that Section 66A was struck down by the Supreme Court as unconstitutional in the Shreya Singhal vs. Union of India case.

3-A

Section 43 makes unauthorized access to and damage of computer systems or data an offense.

4-D

These categories of data require greater protection due to their potential for misuse.

5-D

This power rests with the government for reasons of sovereignty, defense, etc.

6-B

Hacking refers to unauthorized access, while the others involve different methods of online harm.

7-B

This is a serious form of online harassment with legal repercussions.

8-A

Local police often have specialized cyber cells, with more serious cases escalating to agencies like the CBI.

9-D

This tribunal forms part of the redressal mechanism under the IT Act.

10-A

While annoying, spam generally isn't illegal unless it contains illegal content or is used for fraudulent purposes.

11-C

Section 79 provides a safe harbor for intermediaries, balancing their role in facilitating the internet and the need to curb illegal activity.

12-A

Net neutrality is a complex issue globally, with debates on whether ISPs can prioritize or charge differentially for certain traffic.

13-B

The landmark privacy judgment in this case also touched upon the right to be forgotten online, although its scope remains contested.

14-B

Digital signatures use public and private key pairs for encryption and verification.

15-B

The PDP Bill had similarities with the GDPR in terms of principles and individual rights, though with its own adaptations for India.

16-B

This is a severe offense with specific provisions under both the IT Act and IPC for stringent punishment.

17-A

Computer software is considered a literary work and protected by copyright law.

18-A

The CCA plays a crucial role in enabling secure electronic transactions through the framework for digital signatures.

19-D

Extradition, evidence gathering, and legal conflicts make such cases complex.

ENVIRONMENTAL LAW

Q1. The Stockholm Convention on Persistent Organic Pollutants (POPs) primarily focuses on:

- (a) Reducing greenhouse gas emissions.
- (b) Managing and eliminating POPs due to their harmful effects.
- (c) Protecting endangered species.
- (d) Regulating international trade in hazardous waste.

Q2. The "polluter pays" principle in environmental law means:

- (a) Polluters are responsible for cleaning up their own pollution.
- (b) Polluters are fined for exceeding permitted pollution levels.
- (c) Governments primarily bear the cost of environmental clean-up.
- (d) Both (a) and (b) are correct.

Q3. The Montreal Protocol addresses the depletion of the ozone layer by regulating:

- (a) Industrial emissions of greenhouse gases.
- (b) Production and consumption of ozone-depleting substances.
- (c) Deforestation and land-use changes.
- (d) Marine pollution and waste disposal.

Q4. Which international agreement aims to combat climate change by setting legally binding emission reduction targets for developed countries?

- (a) The Convention on Biological Diversity (CBD).
- (b) The Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal.
- (c) The United Nations Framework Convention on Climate Change (UNFCCC).
- (d) The Kyoto Protocol.

Q5. Which Indian environmental law focuses on the protection and conservation of forests?

- (a) The Water (Prevention and Control of Pollution) Act, 1974.
- (b) The Indian Forest Act, 1927.
- (c) The Environment (Protection) Act, 1986.
- (d) The Air (Prevention and Control of Pollution) Act, 1981.

Q6. The "polluter pays" principle holds that:

- (a) The government should pay for all environmental cleanups.
- (b) Individuals are responsible for cleaning up pollution they create themselves.
- (b) Companies are responsible for the environmental costs of their activities.
- (d) All of the above.

Q7. The Montreal Protocol aims to:

- (a) Protect endangered species.
- (b) Combat climate change.
- (c) Reduce greenhouse gas emissions.
- (d) Phase out ozone-depleting substances.

Q8. The Basel Convention regulates:

- (a) International trade in endangered species.
- (b) Transboundary movement of hazardous waste.
- (c) Industrial emissions and air pollution.
- (c) Water pollution and resource management.

Q9. The Convention on Biological Diversity (CBD) focuses on:

- (a) Protecting biodiversity and sustainable use of biological resources.
- (b) Combating desertification and land degradation.
- (c) Reducing greenhouse gas emissions and climate change mitigation.
- (d) Preventing illegal wildlife trade and poaching.

Q10. The Stockholm Convention addresses:

- (a) Chemical pollution and persistent organic pollutants (POPs).

- (b) Marine pollution and plastic waste in oceans.
- (c) Deforestation and forest degradation.
- (d) Industrial accidents and environmental disasters.

Q11. The "precautionary principle" in environmental law states that:

- (a) Environmental damage should be remedied after it occurs.
- (b) Action should be taken to prevent potential environmental harm, even if scientific certainty is lacking.
- (c) Polluters should face strict liability for any environmental damage they cause.
- (d) Environmental resources should be exploited for economic development without considering ecological impacts.

Q12. Which Indian law focuses on air pollution control?

- (a) The Water (Prevention and Control of Pollution) Act, 1974.
- (b) The Environment (Protection) Act, 1986.
- (c) The Indian Forest Act, 1927.
- (d) The Air (Prevention and Control of Pollution) Act, 1981.

Q13. The "right to a clean environment" is recognized as a fundamental right in India under:

- (a) The Constitution of India, Article 14.
- (b) The Constitution of India, Article 21.
- (b) The Environment (Protection) Act, 1986.
- (d) The Water Act, 1974.

Q14. What is the purpose of environmental impact assessments (EIAs)?

- (a) To assess the economic feasibility of development projects.
- (b) To identify and mitigate potential environmental impacts of development projects.
- (b) To obtain public consent for development projects.
- (d) To enforce environmental regulations on existing projects.

Q15. You own a small factory that produces paint. You discover that your current waste disposal method is contaminating a nearby stream. What should you do first?

- (a) Ignore the issue and hope no one notices.
- (b) Continue using the current method and pay any potential fines.
- (c) Immediately contact the relevant environmental authorities and seek proper waste disposal solutions.
- (d) Talk to other local businesses for advice on their waste disposal practices.

Q16. You live in a coastal town where plastic pollution is a major problem. You organize a beach clean-up with your community. What environmental law principle does this action best reflect?

- (a) The precautionary principle (taking action even with incomplete information).
- (b) The polluter pays principle (holding responsible parties accountable).
- (c) The principle of intergenerational equity (protecting the environment for future generations).
- (d) All of the above.

Q17. You notice a construction site next door clearing trees without any apparent permits. What should you do?

- (a) Mind your own business and avoid getting involved.
- (b) Confront the construction workers directly.
- (c) Report your concerns to the local environmental or forest department.
- (d) Post about it on social media to raise awareness.

Q18. You are a farmer concerned about the impact of nearby industrial emissions on your crops. What legal options might you have?

- (a) Sue the company directly without evidence.
- (b) Contact a lawyer specializing in environmental law for advice.
- (c) File a complaint with the local pollution control board.
- (d) Both (b) and (c) are correct.

Q19. You are considering buying a piece of land for development. What environmental factors should you consider before purchasing?

- (a) Availability of utilities and infrastructure.
- (b) Zoning regulations and permitted uses.
- (c) Potential for flooding, erosion, or other natural hazards.
- (D) All of the above.

Q20. You are planning a camping trip in a national park. What are some important environmental regulations you should be aware of?

- (a) Open fires are allowed anywhere in the park.
- (b) Camping only in designated areas is permitted to minimize impact.
- (c) Bringing and using disposable plastic items is encouraged.
- (d) Leaving food scraps and waste attracts animals and disrupts the ecosystem.

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
B	D	B	D	B	D	D	B	A	A
11	12	13	14	15	16	17	18	19	20
B	D	B	B	C	D	C	D	D	B

SOLUTIONS

1-B

The Stockholm Convention aims to eliminate or restrict production and use of POPs due to their persistence, bioaccumulation, and toxicity.

2-D

The "polluter pays" principle holds polluters financially responsible for the environmental damage they cause, encouraging responsible behavior and pollution prevention.

3-B

The Montreal Protocol has successfully phased out many ozone-depleting substances like chlorofluorocarbons (CFCs).

4-D

The Kyoto Protocol, adopted under the UNFCCC, set binding emission targets for developed countries in the first commitment period (2008-2012).

5-B

The Indian Forest Act regulates forest management, conservation, and protection of rights of forest-dwelling communities.

6-D

The "polluter pays" principle aims to deter pollution by making polluters bear the financial costs of their actions, encouraging them to adopt cleaner practices.

7-D

The Montreal Protocol, an international agreement, aims to protect the ozone layer by phasing out the production and consumption of ozone-depleting substances.

8-B

The Basel Convention aims to ensure the environmentally sound management of hazardous wastes and reduce their transboundary movement.

9-A

The CBD is a global treaty promoting the conservation of biological diversity, sustainable use of resources, and equitable sharing of benefits from their use.

10-A

The Stockholm Convention aims to eliminate or restrict the production and use of persistent organic pollutants due to their harmful effects on human health and the environment.

11-B

The precautionary principle encourages taking preventive measures to avoid environmental harm, even when scientific knowledge is incomplete

12-D

The Air Act sets standards for air quality and regulates the emission of air pollutants from various sources.

13-B

The Indian Supreme Court has interpreted Article 21 of the Constitution to include the right to a clean and healthy environment.

14-B

EIAs help in identifying and managing potential environmental impacts of development projects to minimize harm and promote sustainable practices.

15-C

Ignoring the issue or continuing the current practice is illegal and harmful to the environment. Contacting the authorities and seeking authorized solutions is the responsible and legal course of action.

16-D

Your action reflects all three principles: taking initiative despite the complexity of the issue (precautionary), contributing to a cleaner environment for everyone (polluter pays), and protecting the coast for future generations (intergenerational equity).

17-C

While raising awareness can be helpful, directly reporting the potential violation to the relevant authorities is the most effective way to ensure proper investigation and action.

18-D

Consulting a lawyer and filing a complaint with the appropriate authorities are both valid options depending on your specific situation and the evidence you have.

19-D

All these factors can have significant environmental and legal implications, so conducting thorough due diligence is crucial before purchasing land.

20-B

Respecting designated campsites, minimizing waste, and responsible disposal are key principles of responsible outdoor recreation. Open fires and disposable plastics are often restricted in protected areas.

CONSUMER PROTECTION LAW

Q1. The Consumer Protection Act aims to protect consumers against:

- (a) Exploitation and unfair trade practices
- (b) Defective goods and deficient services
- (c) Unsatisfactory services
- (d) All of the above

Q2. Who is considered a 'consumer' under the CPA?

- (a) Anyone who buys goods for personal consumption
- (b) Anyone who hires or avails of any service for consideration
- (c) Anyone who uses purchased goods with the seller's approval
- (d) All of the above

Q3. Which of the following constitutes a 'defect' in goods?

- (a) A manufacturing flaw
- (b) Design inadequacy that makes the product unsafe
- (c) Deviation from express descriptions and warranties
- (d) All of the above

Q4. What is an 'unfair trade practice' under the CPA?

- (a) Selling substandard goods
- (b) Charging prices higher than those displayed
- (c) Giving misleading advertisements
- (d) All of the above

Q5. The Right to Information under the CPA includes the right to know about:

- (a) Quality and quantity of a product
- (b) Price and purity of a product
- (c) Safety and standard of a product
- (d) All of the above

Q6. A consumer complaint under CPA can be filed within what time period from the cause of action?

- (a) 1 year
- (b) 2 years
- (c) 3 years
- (d) 5 years

Q7. Which consumer dispute redressal forum has the highest pecuniary jurisdiction?

- (a) District Consumer Disputes Redressal Forum
- (b) State Consumer Disputes Redressal Commission
- (c) National Consumer Disputes Redressal Commission
- (d) Delhi State Consumer Disputes Redressal Commission

Q8. What does 'product liability' refer to under the CPA?

- (a) Responsibility of the consumer to handle products safely.
- (b) Responsibility of the manufacturer for defective/unsafe products.
- (c) Requirement for mandatory insurance for all products.
- (d) None of the above.

Q9. Which body regulates the functioning of the consumer dispute redressal forums?

- (a) Supreme Court of India
- (b) Central Government
- (c) State Governments
- (d) Insolvency and Bankruptcy Board of India (IBBI)

Q10. What is the main purpose of the Consumer Protection Act?

- (a) Promoting ethical business practices
- (b) Offering a simple and speedy redressal mechanism
- (c) Empowering consumers through their rights
- (d) All of the above

Q11. Which of the following is NOT a fundamental right of consumers under the CPA?

- (a) Right to Safety
- (b) Right to be Informed
- (c) Right to Free Replacement
- (d) Right to be Heard

Q12. Under the CPA, a 'service' includes:

- (a) Transport and banking services
- (b) Supply of electricity and water
- (c) Housing construction
- (d) All of the above

Q13. The maximum time allowed for the disposal of a case by the District Consumer Disputes Redressal Forum is:

- (a) 30 days
- (b) 90 days
- (c) 150 days, extendable in special cases
- (d) No fixed time limit

Q14. In which situation would a consumer NOT be entitled to compensation under the CPA?

- (a) Injury caused by a defective product used without the seller's knowledge.
- (b) Loss caused due to an act of nature, beyond the control of the seller.
- (c) Deficiency in a service due to negligence of the consumer.
- (d) Damage to goods during transport, insured by the consumer.

Q15. Which of these is considered a 'restrictive trade practice'?

- (a) Tie-in sales (forcing a consumer to buy additional, unrelated products)
- (b) Continuous manufacturing of the products to cause price rise
- (c) Offering products for sale at a bargain price to attract consumers
- (d) Providing gifts or conducting contests as a promotional strategy

Q16. What remedy can a consumer seek from a redressal forum if they have purchased an unsafe product?

- (a) Replacement of the product
- (b) Refund of the price paid
- (c) Removal of the defect
- (d) Any of the above

Q17. Who among the following can file a complaint under the CPA?

- (a) A consumer who purchased the product/service
- (b) A recognized consumer association
- (c) The Central or State Government
- (d) All of the above

Q18. What is the purpose of the Central Consumer Protection Council?

- (a) Passing judgments on consumer disputes
- (b) Setting up the consumer redressal forums
- (c) Advising the government on policies related to consumer protection
- (d) Hearing appeals from the State Commissions

Q19. What is the significance of BIS Hallmark certification?

- (a) It's mandatory for all products sold in the Indian market.
- (b) It's a mark of quality assurance and purity for certain products.
- (c) It guarantees consumers free repair for a specified period.
- (d) It allows consumers to bypass the usual CPA process for redressal.

Q20. What type of complaints CANNOT be directly filed with the National Commission?

- (a) Claims exceeding the value of Rs. 1 Crore
- (b) Claims against restrictive trade practices
- (c) Claims for inadequate safety instructions from manufacturer
- (d) Claims below the value of Rs. 1 Crore

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
D	D	D	D	D	B	C	B	C	D
11	12	13	14	15	16	17	18	19	20
C	D	C	B	A	D	D	C	B	D

SOLUTIONS

1-D

The CPA's scope encompasses all these forms of harm to consumers.

2-D

The CPA's definition of 'consumer' is broad to offer protection in various scenarios.

3-D

All of these constitute defects, giving a consumer grounds for a complaint.

4-D

The CPA lists various actions that fall under unfair trade practices.

5-D

This right empowers consumers to make informed purchasing decisions.

6-B

There's a limitation period to ensure timely redressal of grievances.

7-C

The NCDRC handles the most significant value disputes.

8-B

Product liability holds manufacturers accountable for the harm caused by their products.

9-C

State Governments play a role in setting up and regulating consumer forums.

10-D

The CPA serves all these crucial purposes.

11-C

While consumers have a right to seek redressal for defects, free replacement isn't always guaranteed.

12-D

The CPA's definition of 'service' is broad to protect consumers in various sectors.

13-C

The CPA aims for timely resolutions, but extensions are permissible for complex cases.

14-B

The seller can't be held liable for circumstances beyond their control.

15-A

Restrictive practices limit consumer choice or manipulate markets unfairly.

16-D

The appropriate remedy depends on the specific defect and what's fair in the situation.

17-D

The CPA allows various entities to file complaints to protect consumers' interests.

18-C

The Council plays an advisory role in policymaking.

19-B

Hallmark indicates a product meets recognized quality standards.

20-D

The National Commission handles high-value disputes. Lower-value complaints go to the District or State Commissions.

FAMILY LAW

Q1. Different facets of a person's life are governed by particular concepts and laws under Muslim law. Which of the following claims about Personal Status, Family Law, and Criminal Law in Muslim Jurisprudence is true?

- A) Personal Status deals with adoption and surrogacy issues, whereas inheritance is the only focus of Family Law.
- B) Theft is punishable by imprisonment and monetary fines under criminal law, but not by amputation
- C) Unlike Family Law, which focuses on marital relationships, inheritance, and child custody.
- D) Personal Status primarily addresses an individual's rights and obligations.

Q2. Which of the following correctly matches the origin and description of Islamic law?

- A) Quran, a collection of the teachings and deeds of the Prophet Muhammad
- B) Hadith: The revelations from God that the Prophet Muhammad received
- C) Ijma (Consensus) - A general understanding among jurists of a certain generation
- D) Qiyas (Analogical Reasoning) :The main, unalterable source of all Islamic rules and commandments is qiyas (analogical reasoning).

Q3. The Indian Constitution's Article 25 provides religious freedom, including the right to freely proclaim, practise, and spread one's faith. How does Article 25 relate with Muslim Personal Law in the context of its application in India?

- A) Regardless of their religious affiliation, every Indian citizen is required to abide by Muslim Personal Law under Article 25.
- B) Although Article 25 recognises the rights of all religious groups, including Muslims, it also gives the state the power to control or impose restrictions on any political, economic, or other secular activities that are connected to a particular religion.
- C) Due to the protections provided by Article 25 in India, Muslim Personal Law, which is a component of religious practises, cannot be evaluated or contested by any court or authority.

D) Muslim Personal Law is unmistakably supported by Article 25, which declares that it supersedes all other laws,

Q4. The Uniform Civil Code for the Citizens is discussed in Article 44 of the Indian Constitution, which is a section of the Directive Principles of State Policy. How does Article 44 relate to or have an effect on Muslim Personal Law in India?

A) Article 44 requires the adoption of a Uniform Civil Code right away and declares all current personal laws, including Muslim Personal Law, to be invalid.

B) While Article 44 encourages the State to work towards a Uniform Civil Code, it does not mandate its implementation.

C) Since only non-religious aspects of life are covered by Article 44, all religious personal laws, including Muslim personal law, are free from any changes.

D) Article 44 mandates that only Muslim Personal Law be implemented consistently to all Indian nationals

Q5. In the famous case of Shayara Bano v. Union of India & Others, the Indian Supreme Court looked at the Triple Talaq custom as it applied to Muslim personal law. Which of the following best captures the core of the judgement of this practise?

A) The Court affirmed Triple Talaq because it is a crucial component of Islamic personal law and is guaranteed by Article 25 of the Constitution.

B) The Supreme Court declared Triple Talaq to be illegal, but it also urged the Parliament to include the Talaq laws in the Quran.

C) The Court ruled that Triple Talaq was not a fundamental religious practise and that it was therefore unlawful

D) The judgement advocated for Triple Talaq to be used with few limitations and only after unsuccessful attempts for mediation

Q6. In the famous case of Shayara Bano v. Union of India & Others, the Indian Supreme Court looked at the Triple Talaq custom as it applied to Muslim personal law. Which of the following best captures the core of the judgement of this practise?

A) The Court affirmed Triple Talaq because it is a crucial component of Islamic personal law and is guaranteed by Article 25 of the Constitution.

B) The Supreme Court declared Triple Talaq to be illegal, but it also urged the Parliament to include the Talaq laws in the Quran

C) The Court ruled that Triple Talaq was not a fundamental religious practise and that it was therefore unlawful

D) The judgement advocated for Triple Talaq to be used with few

Q7. One of the four main Sunni schools of Islamic law, the Hanafi school has unique rules and concepts that apply to different areas of Muslim family law. Which of the following statements about the Hanafi school's view on family law is accurate?

A) Regardless of any other circumstances, the Hanafi school zealously enforces the requirement that a marriage be witnessed by four male adults.

B) A woman is categorically forbidden by the Hanafi school from serving as a guardian (wali) for a marriage contract.

C) The Hanafi school recognises the feasibility of a legal marriage contract even in the absence of the bride's guardian (wali).

D) According to the Hanafi school, the groom must provide the bride's mahr (dower) in gold or silver; all other kinds of payment are prohibited.

Q8. One of the four main Sunni schools of Islamic law is the Shafi'i school. This university has distinctive viewpoints on numerous aspects of Muslim family law. Which of the following statements about the Shafi'i school's doctrines is true?

A) According to the Shafi'i school, eating seafood is forbidden (haram) and affects marriage-related responsibilities

B) The Shafi'i school accepts a marriage contract as genuine even when it is concluded without any witnesses present

C) The Shafi'i school holds that a guardian (wali), regardless of the bride's age or prior marriages, is necessary for a marriage to be legal.

D) The Shafi'i school insists that the mahr (dower), regardless of society or personal conditions, must always be comparable to a predetermined amount.

Q9. One of the four important Sunni schools of Islamic law is the Hanbali school. It frequently has conservative opinions regarding several facets of Muslim family

law. Which of the following best sums up the Hanbali school's stance on family law issues?

- A) Temporary marriages (mut'ah) are permitted by the Hanbali school provided certain requirements are met
- B) According to the Hanbali school, it is acceptable for a woman to create her own marriage contract without consulting a wali (guardian).
- C) The Hanbali school holds that if the husband retracts within three days, the Triple Talaq (talaq-e-biddat) practise can be revoked.
- D) According to the Hanbali viewpoint, a husband can unilaterally dissolve a marriage without the requirement for a judge's help or a formal procedure.

Q10. The Shia school of thought is a distinctive branch of Islamic thought that offers distinctive viewpoints on several aspects of Muslim family law. Which of the following statements best captures the Shia school's position on a particular topic related to family law?

- A) Under no circumstances is muta (temporary marriage) permitted according to the rigorous rules of the Shia school.
- B) The Shia school holds that a bride doesn't require her guardian (wali)'s approval for her first marriage
- C) The idea of Triple Talaq (talaq-e-biddat) is promoted as the main divorce procedure in Shia law
- D) Shia schools demand that the mahr (dower), regardless of specific agreements, be no less than a predetermined, defined amount.

Q11. In the landmark case of Danial Latifi v. Union of India (2001), the Supreme Court of India interpreted a provision of the Muslim Women (Protection of Rights on Divorce) Act, 1986. Which of the following statements correctly encapsulates the apex court's ruling in this case?

- A) The court determined that Muslim males are not required to pay their divorced wives any maintenance beyond the iddat period.
- B) The Supreme Court ruled that a divorced Muslim woman could only be entitled to the 'mehr' sum that was established at the time of the marriage

C) The Court found that, similar to Section 125 of the Criminal Procedure Code (CrPC), a Muslim divorced woman is entitled to maintenance for life or until she remarries

D) The Supreme Court clarified that while a Muslim husband is required to pay for his divorced wife's maintenance, it need only be done so during the i

Q12. Which of the following claims about Muta marriages is true in the context of Muslim law as it is applied in India?

- A) Muta marriage is a type of eternal union with no time limit.
- B) In India, all branches of Islam are accepted as genuine.
- C) Muta marriage is a short-term union that lasts for a set amount of time.
- D) The bride must receive a dowry as a condition of the marriage.

Q13. Which of the following is NOT a basis for divorce under the Hindu Marriage Act, 1955?

- A) Either spouse engaging in adultery.
- B) Cruelty by one of the partners.
- C) Not paying the dowry or bride price.
- D) Either spouse changing their religion

Q14. Which of the following is NOT a reason for a wife to request a divorce under the Indian Divorce Act, 1869, which applies to Christians in India?

- A) The husband's adultery
- B) The husband has committed bestiality, sodomy, or rape.
- C) The husband has been away for four years running.
- D) A marriage that has irreparably broken down due to incompatibility.

Q15. What did the Supreme Court of India rule concerning a Hindu husband who converts to Islam and marries a second lady without divorcing his first wife in the famous case of Sarla Mudgal v. Union of India (1995)?

- A) The second marriage would be legalised by converting to Islam.

- B) A husband who converted to Islam from Hinduism is free to legally wed a different wife.
- C) If a Hindu husband remarries without formally divorcing his previous wife, the allegation of bigamy still stands even after the husband converts to Islam
- D) Regardless of his conversion, a Hindu spouse is always allowed to marry numerous wives.

Q16. Which of the following statements most accurately characterises the Uniform Civil Code (UCC) provision mentioned in the Indian Constitution?

- A) Article 44 requires that the Uniform Civil Code be put into effect throughout India
- B) The Uniform Civil Code's Article 44 recognises equality before the law as a Fundamental Right
- C) Article 44 commands the state to work for the Uniform Civil Code's adoption throughout India.
- D) In accordance with Article 44, the Uniform Civil Code has been fully adopted in all of India's states

Q17. Which of the following conditions is applicable to a divorce petition filed on the grounds of mutual consent under the Hindu Marriage Act, 1955?

- A) Prior to filing, the parties had to be separated for at least a year.
- B) Before the divorce is granted, the parties are required to attend mandatory marital counselling
- C) After the divorce judgement is granted, the parties can wed again right away.
- D) In order to validate their agreement to divorce, the parties must show that one of them committed adultery

Q18. Which of the following statements regarding the practise of Talaq is FALSE according to the Muslim Personal Laws in India?

- A) The custom of saying the word talaq three times in a row is known as talaq-e-bid'ah.

- B) Talaq-e-ahsan entails a single talaq proclamation followed by a three-cycle waiting time
- C) In the famous Shayara Bano case, the constitutionality of the talaq-e-bid'ah was maintained
- D) During the Talaq-e-Ahsan waiting period, a husband may cancel the talaq.

Q19. What is the minimum amount of time that must pass after the original petition is filed under Indian family law before the divorce can be finalised when a couple applies for divorce by mutual consent?

- A) There is no waiting period.
- B) 3 months
- C) 6 months
- D) 1 year.

Q20. Which of the following best exemplifies how personal laws interact with the aforementioned Constitutional Articles in the context of family law?

- A) Article 14 guarantees that all religious personal laws are given equal legal protection.
- B) In the execution of personal laws, Article 15 forbids discrimination based on religion, race, caste, sex, or place of birth.
- C) Certain discriminatory practises in personal legislation have been challenged using Article 21, which guarantees the right to life and personal liberty.
- D) A uniform civil code is required under Articles 14 and 15.

Q21. Which of the following claims is accurate regarding the Indian Divorce Act, 1869?

- A) All Indian citizens, regardless of faith, are covered by the Act.
- B) Only the wife's infidelity qualifies as grounds for divorce on the part of the husband; vice versa is not permitted.
- C) For requests for relief under this Act, the district court has first jurisdiction.

D) The Act includes provisions for alimony and maintenance but not for judicial separation.

Q22. Which of the following claims about maintenance is true in the context of Indian Family Law?

A) Only the woman may request spousal support (also known as alimony) while the marriage is still active

B) Child support is completely determined by the father's financial capacity and disregards the mother's income

C) Parental maintenance is a requirement under personal law but is not acknowledged by secular law

D) A number of variables, including the length of the marriage, the parties' financial situation, and their behaviour during the marriage, might affect the amount of spousal maintenance (alimony) that is given.

Q23. Which of the following statements best explains the legal requirements for maintenance in the context of Section 125 of the Code of Criminal Procedure (CrPC)?

A) Live-in partnerships are not covered by Section 125 of the CrPC, which only applies to couples who are legally married

B) Irrespective of the husband's salary, Section 125 mandates a set sum of support.

C) Irrespective of the husband's salary, Section 125 mandates a set sum of support.

D) If a person's wife, child, or parents are unable to support themselves, the court may compel that person to pay them maintenance on a monthly basis under Section 125 of the CrPC.

Q24. Which of the following maintenance claims is FALSE according to the Hindu Adoption and Maintenance Act, 1956?

A) No matter their age or marital status, the Act provides for the maintenance of both the wife and the children

B) Women in live-in relationships are not covered by the Act; it only concerns the maintenance rights of a legally wed Hindu wife.

- C) According to the Act, a Hindu wife may request maintenance even if she is living apart from her husband for acceptable reasons
- D) According to the Act, only the husband is responsible for paying the wife and kids' maintenance

Q25. The Supreme Court ruled in the Shah Bano case that a Muslim woman has the right to ask her ex-husband for maintenance under Section 125 of the CrPC, and that this right lasts after the iddat period. The case was important because it addressed Muslim women's post-divorce support rights.

- A) Under Section 125 of the CrPC, a Muslim woman cannot request maintenance.
- B) A Muslim woman only has a right to maintenance throughout the 'iddat' period.
- C) Even during the 'iddat' period, a Muslim woman may seek support under Section 125 of the CrPC
- D) A Muslim woman can only be entitled to maintenance if it is specified in the 'mehr'.

Q27. In Shabana Bano v. Imran Khan, the Supreme Court upheld the right of a Muslim woman to request support under Section 125 of the CrPC even while she is in the 'iddat' period. The court's ruling emphasised Section 125's secular intent, which is to protect people from destitution regardless of their religious inclinations

- A) Mother , Maternal grandparents, paternal father,
- B) Mother, Grandmother, and Paternal Father
- C) Parents, including the paternal grandfather
- D) Maternal Grandmother, Paternal Mother, and Father

Q28. What is the main factor taken into account by the court when deciding whether to appoint a guardian for a juvenile under the Guardians and Wards Act, 1890?

- A) The religious beliefs of the minor's family.
- B) The proposed guardian's financial situation.

- C) The minor's personal guardian preference.
- D) The minor's welfare.

Q29. What point did the Supreme Court of India stress in its historic decision in *Gita Hariharan v. Reserve Bank of India* (1999) on the Hindu Minority and Guardianship Act, 1956?

- A) Both parents have an equal right to serve as a minor's natural guardian
- B) A minor child's mother is always the favoured guardian.
- C) The father is the child's exclusive natural guardian.
- D) During his lifetime, the father's rights as a natural guardian are suspended.

Q30. Which of the following uses of Article 21 of the Indian Constitution—which guarantees the right to life and personal liberty—has been approved by Indian courts in relation to family law?

- A) The freedom to marry whoever one wants, regardless of caste or religion
- B) The unalienable right to conjugal unions.
- C) The option to avoid paying maintenance
- D) The authority to give personal laws precedence over constitutional protections

Q31. Article 51A(k) of the Indian Constitution emphasises what essential duty, and how does it relate to family law?

- A) It requires people to encourage a sense of community among their fellow residents.
- B) It emphasises that it is everyone's responsibility to protect the environment.
- C) It emphasises the duty of parents or guardians to give their children or ward opportunity for education
- D) It obliges people to respect the national anthem and flag.

Q32. Which of the following claims about the Indian Succession Act, 1925's essential clauses is true?

A) Intestate succession occurs when a person passes away with a valid will, whereas testamentary succession refers to the inheritance of property when a person dies without leaving a will.

B) Hindus are the only community to which the Indian Succession Act, 1925, applies.

C) The Indian Succession Act does not impose any fiduciary obligations on executors or administrators.

D) Unlike testamentary succession, which is governed by the decedent's will, intestate succession deals with the distribution of a deceased person's property in the absence of a will.

Q33. Which principle that is a crucial component of the fundamental framework is guaranteed by Article 14 of the Indian Constitution?

A) The right to freedom of religion and conscience.

B) The freedom from prejudice based on racial, religious, gender, or place of birth.

C) The right to equal protection under the law and equality before the law.

D) The right to life and personal freedom protection.

Q34. Which of the following is true in regards to the Indian Succession Act's definitions of charitable and religious endowments?

A) According to the Indian Succession Act, at least 50% of a decedent's assets must be left to religious or charitable organisations.

B) Under the Act, endowments created for benevolent or religious purposes are protected from expiring, even if they fail for the first time.

C) According to the Act, a legacy given to an idol is only legitimate if it is located on the testator's property

D) It is against the Indian Succession

Q35. Which of the following sentences best encapsulates a solemnised marriage in terms of Hindu Law?

A) The relationship is exclusively based on mutual consent in a solemnised marriage, where rituals and ceremonies are optional

- B) A solemnised marriage is one that the state recognises when a couple registers their union legally without taking part in any traditional rituals.
- C) A marriage that has been solemnised has been consummated following the performance of customary rituals and ceremonies that are pertinent to the parties concerned
- D) An unceremoniously solemnised marriage is one in which the partnership is largely for the goal of re

Q36. In accordance with Hindu Law, which of the following rites is NOT a customary prerequisite for a marriage to be regarded as valid?

- A) Saptapadi (circling the sacred fire seven times).
- B) Kanyadaan (bride's giving away)
- C) Tarpana, often known as an offering to the ancestors
- D) Tie an auspicious thread to a mangalasutra.

Q37. Which of the following is NOT a recognised right or obligation between spouses under Hindu law?

- A) Mutual fidelity
- B) Provision of necessities between partners
- C) The ability to prevent a spouse from pursuing a career, D. mutual support and companionship.
- D) None of the above

Q38. According to the Hindu Marriage Act of 1955, which of the following is NOT a basis for divorce?

- A) Adultery
- B) Indignity
- C) Switching to a different religion
- D) Deciding on a career against the spouse's wishes

Q40. Which of the following best describes the nature of marriage as a legal contract in the context of Indian family law?

- A) A marriage is only a civil contract; it has no ceremonial or religious value. If its terms are broken, the marriage will end immediately
- B) Since marriage is essentially a contract, both spouses are free to establish terms and conditions, which can then be upheld in regular civil courts.
- C) Although marriage contains contractual features, it also has holy and social significance, making it more difficult to dissolve than a typical legal contract.
- D) Because marriage is a legal contract, it is necessary for both parties to have legal counsel present at the solemnization to ensure the contract's legality.

Q41. Which of the following is necessary for the legal solemnization of a marriage according to Hindu Marriage Law?

- A) Dowry payment
- B) Completing the Saptapadi (the seven-step ritual encircling the sacred fire);
- C) Holding the ceremony during the full moon
- D) Singing a ceremonial dance

Q42. Which of the following statements about Hindu marriage is accurate now, after the passage of the Hindu Marriage Act, 1955?

- A) A Hindu man is permitted to have more than one wife if his current wife or wives give their consent.
- B) If a Hindu man or woman is a member of one of the designated tribes, polygamy is permitted.
- C) The Hindu Marriage Act of 1955 forbids polygamy and requires that both men and women practise monogamy.
- D) Hindu women are explicitly permitted to practise polyandry, but not Hindu men.

Q43. Which of the following is NOT acknowledged by Hindu Law as a fundamental right or obligation between spouses?

- A) Mutual fidelity

- B) Mutual support and companionship
- C) The ability to forbid a spouse from pursuing higher education
- D) Joint responsibility for household costs

Q44. What principle was the main topic of discussion in the case of Sarla Mudgal v. Union of India?

- A) The first wife's legal rights if the Hindu husband later converts to Islam and weds a second time
- B) How women in polygamous marriages are divided in terms of property rights
- C) The recognition of live-in relationships under Hindu Law
- D) The adoption rights of Hindu women post-divorce

Q45. According to the Hindu Marriage Act of 1955, which of the following is NOT a reason for divorce?

- A) Adultery
- B) Cruelty
- C) Deciding on a job against the spouse's desires
- D) Desertion

Q46. Who among the following is eligible to adopt a kid legally under the Hindu Adoption and Maintenance Act, 1956?

- A) A minor Hindu male
- B) A married Hindu lady with the support of her husband
- C) A non-Hindu person
- D) A Hindu person who has already adopted a boy and is seeking to adopt another boy.

Q47. Which key modification gave daughters the same rights to ancestral property as sons under the Hindu Succession Act of 1956?

- A) 1985 Amendment

- B) 1990 Amendment
- C) 2000 Amendment
- D) 2005 Amendment

Q48. Who is deemed the natural guardian of a Hindu minor boy under the age of five in situations where both parents are still living, per the Hindu Minority and Guardianship Act of 1956?

- A) The father alone, as he is the child's primary protector regardless of age.
- B) The mother alone, given the infant's young age.
- C) Both parents equally, as they co-share parental responsibilities
- D) In the event of the father's absence or inability, the mother comes first.

Q49. What key interpretation of the Hindu Minority and Guardianship Act was made in the Gita Hariharan v. Reserve Bank of India (1999) case?

- A) The mother has the same legal authority as the father to act as the guardian of the property of a minor child.
- B) A mother cannot serve as a minor child's natural guardian while the father is still alive.
- C) A minor child's medical care can only be approved by the father.
- D) If the father is unavailable or unfit to serve as a guardian, the mother can step in and take on that role even while the father is still alive.

Q50. Which of the following best sums up the fundamental aspect of a Joint Hindu Family in terms of traditional Hindu law

- A) A Joint Hindu Family is made up solely of male blood relatives and their wives
- B) Lineage-based links are not included in a Joint Hindu Family, which is purely based on marriage ties
- C) All members of a joint Hindu family must have a common ancestor, and both male and female descendants may be found in the lineage.
- D) A joint Hindu family disintegrates upon the passing of the eldest member and is only a transitory arrangement.

ANSWER KEY

1	2	3	4	5	6	7	8	9	10
A	A	B	C	C	C	C	C	D	B
11	12	13	14	15	16	17	18	19	20
D	A	C	D	C	C	A	C	C	C
21	22	23	24	25	26	27	28	29	30
C	D	D	D	C	C	A	D	A	A
31	32	33	34	35	36	37	38	39	40
C	D	C	B	D	C	C	D	C	B
41	42	43	44	45	46	47	48	49	50
C	C	A	C	B	D	D	D	C	

SOLUTIONS

1-A

Numerous sources are used in Islamic jurisprudence to influence the development and application of Muslim law. These resources are essential for making decisions about the law and comprehending religious doctrine.

2-A

As society is dynamic it changes with the generations and Ijma is a general understandings among jurists of various generations for proper implimentation of law

3-B

Article 25 gives power to practise propagate and profess one's religion. It provides power to all the religions as it is the basis of secularism. india is a secular state as mentioned under the preamble and article 25 explicitly.

4-C

article 44 talks about uniform civil code and it is applicable to every religion not only to a particular religion. but as of now UCC is applicable only to the state of Goa as the personal laws are used predominantly in rest of the country.

5-C

Court was in the favour that it comprises the situation of women. thus in the famous case of shayra bano it was said that the triple talaq is not the part of religious practise fundamentally thus declared unconstitutional.

6-C

Every religious practise must follow the fundamental pratise and triple talaq was no where an essential practise . hence option C is the best suitable answer.

7-C

The Hanafi school recognises the feasibility of a legal marriage contract even in the absence of the bride's guardian (wali). ehich makes the process of marriage easier and valid . hence option C is the best suitable answer.

8-C

The Shafi'i school holds that a guardian (wali), regardless of the bride's age or prior

marriages, is necessary for a marriage to be legal. this perfectly suits the doctrine of shafi school thus option C is the answer.

9-D

Hanbali school has conservative opinions regarding several facets of Muslim family law in this , a husband can unilaterally dissolve a marriage without the requirement for a judge's help or a formal procedure. thus option D is the correct option.

10-B

Shia school of thought says B. The Shia school holds that a bride doesn't require her guardian (wali)'s approval for her first marriage. hence option B is the suitable one.

11-D

The Supreme Court made it clear that although a Muslim husband must provide for his divorced wife during the iddat period, the amount should be sufficient to maintain her after the iddat. During the iddat period, nevertheless, the sum should be enough to maintain her afterwards. Hence option D is the best suitable answer.

12-A

The Shia sect of Islam is the only one that recognise the Muta marriage, sometimes referred to as a transitory marriage. It's a specific-duration marriage that can last for a few hours, days, months, or even years. In contrast, a typical Muslim marriage is meant to last a lifetime. Given that the marriage is not eternal, option A is erroneous. Option B is wrong because Muta is linked primarily with Shia Muslims and is not acknowledged by all sects. Option D is untrue because, while Muta does involve a negotiated payment known as meher or dowry, the bride is not required to receive it. Instead, at the start of the contract, the conditions are mutually agreed upon by the parties. hence option A is the best option.

13-C

The Hindu Marriage Act of 1955 established a number of reasons for divorce, including adultery, cruelty, conversion to a different religion, and others. Failure to pay the bride price or dowry is not one of the possibilities listed as a reason for divorce under this act. In fact, the Dowry Prohibition Act of 1961 makes requesting dowry a felony in and of itself. As a result, Option C not only does not qualify as a basis for divorce but is also prohibited in India.

14-D

According to the Indian Divorce Act of 1869, either party may file for divorce on a number of stated grounds. While incompatibility and irretrievable breakdown of marriage are not recognised grounds for divorce under the Indian Divorce Act, 1869, a husband's adultery, his act of rape, sodomy, or bestiality, and his absence for a continuous period

of four years are legitimate grounds under the Act for a wife to seek divorce. Although it has been discussed and debated whether to incorporate such grounds in Indian divorce laws, as of the most recent update (until 2021), they are not mentioned in the Act. hence option D is correct.

15-C

The Indian Supreme Court ruled in *Sarla Mudgal v. Union of India* that merely changing to a different religion does not automatically end a Hindu marriage. According to Section 494 of the Indian Penal Code (IPC), a Hindu man who converts to Islam and marries a second lady without formally divorcing his first wife may be prosecuted for bigamy. To stop such abuses of religious conversions, the Court emphasised the necessity of a consistent civil law throughout India. The ruling was noteworthy because it dealt with the problem of people switching to a different religion in order to get around the rules and regulations of their original religion. option C is the correct option.

16-C

The Indian Constitution lists several Directive Principles of State Policy, including Article 44. These principles are proposals or instructions for the national and state governments of India, hence the courts cannot enforce them. According to Article 44, the government must work to ensure that the whole Indian population has access to a uniform civil code. Except for Goa, which has a common family law, the UCC has not been applied in India as of my most recent update in September 2021. hence, option C is the correct option

17-A

Divorce by mutual consent is permitted under Section 13B of the Hindu Marriage Act of 1955. The parties must have maintained that they could not cohabit and had mutually decided that their marriage should be dissolved for a period of one year or more in order to file such a petition. Option B is deceptive because, despite frequently being advised, counselling is not a requirement under the Act. Option C is erroneous because there must be a waiting period before either couple can remarry following a divorce by mutual consent. Option D is completely false; no evidence of adultery is necessary for a divorce by mutual consent, which indicates that both couples agree to the split without assigning blame. hence option A is the correct option.

18-C

The practise of Talaq-e-bid'ah (or instant triple talaq) was deemed unconstitutional by the Supreme Court of India in the historic *Shayara Bano* case, popularly known as the

Triple Talaq case, in 2017. In this custom, the husband divorced his wife immediately by saying the word talaq three times in a row. According to the ruling, this type of talaq was arbitrary and went against the Constitution's guarantee of equality. Because Talaq-e-bid'ah was pronounced unlawful in this instance rather than being supported under the constitution, Option C is erroneous. hence option C is the correct option.

19-C

The cooling-off period is a statutory waiting period that is required by the Hindu Marriage Act of 1955 and the Special Marriage Act of 1954 when a couple applies for divorce by mutual consent. This time frame is set at six months from the date the initial petition was filed. It is meant to give the couple plenty of time to change their minds. Courts may, however, shorten the waiting period in specific cases and if both parties are still in agreement, but they cannot fully waive it. The waiting period is a crucial procedural step that helps to prevent hasty or emotionally-charged decisions about ending a marriage. hence option C is the correct option.

20-C

It is guaranteed by Article 14 of the Indian Constitution. This has been used to argue against some unfair provisions of personal laws.

Article 15 expressly forbids discrimination on a variety of grounds, including race, caste, sex, place of birth, and religion, but it mainly applies to official activities and provides exceptions for laws that are personal or customary.

The right to life and personal freedom is guaranteed by Article 21. The Supreme Court has used this right in a number of judgements to challenge and overturn certain personal law practises that it determined to be unfair or discriminatory.

Not required by Articles 14 or 15, a uniform civil code is a directive principle of state policy under Article 44. hence option C is the correct option.

21-C

Application: Christians in India are generally covered by the Indian Divorce Act, 1869.

Divorce reasons: A divorce can be requested on a number of grounds, including adultery, by either spouse. It does not only apply to one gender.

District courts often have authority over marriage matters governed by this Act.

Alimony and maintenance: The Act does provide provisions for both alimony and maintenance.

Judicial Separation: The Act includes clauses that address judicial separation.

Hence option C is the correct option

22-D

Spousal Maintenance (Alimony): Depending on the situation, any partner may be entitled to this payment during the marriage as well as after a divorce. Therefore, Option A is untrue.

Both parents are jointly responsible for child maintenance. Both parents' incomes, financial resources, and liabilities are taken into account. Because of this, choice B is untrue.

Maintaining Parents: In addition to being recognised by personal law, maintenance for parents is also recognised by secular law, such as the Maintenance and Welfare of Parents and Senior Citizens Act of 2007. Option C is therefore erroneous.

Maintenance Influencing Factors: As indicated in Option D, a number of circumstances, including spousal maintenance, impact the amount of maintenance. To guarantee that the amount paid is equitable and matches the living levels and needs of clamant. hence option D is the correct answer.

23-D

A secular provision in the CrPC called Section 125 offers those who are unable to support themselves with a legal remedy. It can be used against someone who has the money to support them but neglects or refuses to do so by the wife, small children, or even the parents.

Through a number of judicial interpretations throughout time, Section 125's purview has been widened. As made clear by numerous court rulings that recognised the rights of women in live-in relationships under specific circumstances, it is not limited to partners who are officially married. Option A is inaccurate as a result.

Although the clause does include provisions for minor children's support, it is not just about them. B is the incorrect answer. hence D is the correct option

24-D

According to the Hindu Adoption and Maintenance Act of 1956, a Hindu is required to support his or her wife, children, and elderly parents.

The Act acknowledges that children have the right to maintenance regardless of their age or marital status, even though it primarily focuses on legally married Hindu couples. Option A is correct as a result.

Option B is accurate since the Act does give priority to legally wedded Hindu wives when it comes to maintenance and women in live-in relationships often seek redress under other provisions.

Option C is also accurate because the Act states that a wife is still entitled to maintenance even if she is living apart from her husband for legal reasons.

The husband is not the only party responsible under the Act. For instance, if the father is unable to support his children, a Hindu woman is likewise required to do so. Option D is therefore erroneous. hence option D is correct.

26-C

In *Shabana Bano v. Imran Khan*, the Supreme Court upheld the right of a Muslim woman to request support under Section 125 of the CrPC even while she is in the 'iddat' period. The court's ruling emphasised Section 125's secular intent, which is to protect people from destitution regardless of their religious inclinations. hence, option C is the correct option.

27-A

According to the Hindu Minority and Guardianship Act, 1956, the mother is given preference as the natural guardian for a minor boy under the age of five, followed by the father and finally the paternal grandpa. This preference is intended to recognise the mother's typical position as the primary carer during a child's formative years. option A is the correct option.

28-D

According to the Guardians and Wards Act of 1890, the welfare of the minor is always the primary factor to be taken into account when choosing a guardian for them. The minor's overall wellbeing and interests are prioritised over all other considerations, including the minor's personal preferences. hence option D is correct.

29-A

In the Gita Hariharan case, the Supreme Court ruled that a mother can also serve as a minor child's natural guardian while the father is still alive, particularly in cases where the father is absent or unconcerned with the child's needs. This view was based on giving the wellbeing of the child top priority and providing gender parity in parental rights and obligations. hence , option A is the correct answer.

30-A

According to Article 21 of the Indian Constitution, one's fundamental right to life and personal liberty includes the freedom to select one's life partner, regardless of caste, creed, or religion. In regards of marriage, this right guarantees individual freedom of choice and personal autonomy, placing individual rights before society or familial constraints. Hence option A is the correct option.

31-C

The fundamental obligations of Indian citizens are listed in Article 51A. The duty of every citizen who is a parent or guardian to give chances for education to their child or ward between the ages of six and fourteen years is especially emphasised in clause (k) of this Article. By emphasising the duties of parents or guardians in upholding children's educational rights, this pertains to family law. Hence option C is the correct option here.

32-D

Because it conflates the notions of testamentary and intestate succession, option A is erroneous. Option B is inaccurate since the Act includes provisions that also apply to Christians, Parsis, and other communities, not just Hindus. Option C is inappropriate because, as stated in the Act, executors and administrators are subject to fiduciary obligations. hence option D is the correct.

33-C

The fundamental right to equality is protected under Article 14 of the Indian Constitution. It states that on Indian soil, the State shall not deny anyone's right to equal protection under the law or equality before the law. This implies that everyone should be treated equally under the law, regardless of their history or status, and that the law should be applied consistently to similar situations. Although they are also essential rights, the other choices are governed by several Constitutional Articles. option C is the correct option.

34-B

When an endowment for a religious or philanthropic purpose fails under the Indian Succession Act, whether because it cannot be fulfilled or because the purpose for which it was formed is prohibited, it does not always expire. Instead, the assets may be used for a charity or religious cause that is as close to the testator's original wish as is possible. The provisions of the Act relating to endowments for religious and charitable purposes are not accurately represented by the other options. options B is the correct option.

35-D

A solemnised marriage, also known as a samskara or vivaha in Hindu Law, is one that has been performed in accordance with customary Hindu ceremonies and procedures. This often involves ceremonies that validate the marriage, such as the Saptapadi (walking seven steps around the sacred fire), Kanyadaan (giving the bride away), etc. The alternative choices do not adequately depict a solemnised marriage under Hindu Law. option d is the correct option.

36-C

Tarpana is an offering to the ancestors; it is not a necessary ritual for the solemnization of a Hindu marriage. In contrast to Saptapadi, Kanyadaan, and Mangalasutra Bandhan, which are common ceremonies linked with Hindu marriages. option C is correct.

37-C

According to Hindu Law, spouses have obligations and rights related to reciprocal loyalty, support, and provision of necessities. However, unless it is expressly stated in any agreement, one spouse does not have the authority to restrict the other from engaging in a vocation. option C is the correct option.

38-D

The Hindu Marriage Act of 1955 lists certain grounds for divorce, including adultery, cruelty, and conversion to a different religion. Making a job decision against your spouse's desires is not, however, a legal reason for filing for divorce under the Act. option D is the correct option.

39-C

Marriage is seen in India as both a sacrament and a contract, especially under Hindu law. It incorporates components of a contract, such as consent and obligations between the parties, but because it is also ingrained in social and religious practises, its nature and termination are more complicated than just breaking a civil contract. The other

choices either understate or misunderstand the complex interplay between marriage's contractual and sacramental components. option c is the correct.

40-B

According to Hindu Marriage Law, performing Saptapadi is essential for a marriage to be recognised as legal. To symbolise their union, the pair walks seven times around the sacred fire. option B is the correct option.

41-C

The Hindu Marriage Act of 1955 forbade polygamy and mandated monogamy for Hindus . option C is the correct option.

42-C

Mutual faithfulness, support, and shared household duties are just a few of the rights and obligations that spouses enjoy. However, one spouse does not have the legal authority to forbid the other from going to college. hence option C is the correct option.

43-A

The main problem in the Sarla Mudgal case was Hindu husbands who converted to Islam in order to remarry without divorcing their first Hindu wife. The first Hindu marriage is not dissolved by such conversion, the court ruled, and the second marriage would be invalid, making the husband guilty of bigamy under the Indian Penal Code. hence option A is the correct option.

44-C

Grounds for divorce are listed in the Hindu Marriage Act of 1955, including adultery, cruelty, and desertion. Not one of them is picking a career against the spouse's wishes. hence option c is correct

45-B

With her husband's permission and in accordance with the HAMA, a married Hindu woman may adopt. The requirements of the statute are not met by alternative solutions. hence option b is correct.

46-D

In 2005, the Hindu Succession Act was amended to provide daughters the same rights to ancestral property as sons, establishing them as co-heirs by birth to joint Hindu family property. hence option d is correct.

47-D

According to the Hindu Minority and Guardianship Act, the mother comes in second to the father as the natural guardian of a young boy or unmarried girl. Only when the father is not there or is unable to serve as a guardian does the mother take precedence. There are no age-based distinctions made in this provision. hence option d is the correct option

48-D

The Gita Hariharan case focused on how the Hindu Minority and Guardianship Act should be interpreted in light of mothers' legal status as natural guardians. The Supreme Court made it clear that even if the father is still living, the mother can be the kid's natural guardian if he is not present or unable to care for the child. This liberal interpretation was viewed as a significant step in the direction of guardianship rights equality for women. option d is the correct option

49-C

Hindu law has a special concept known as the Joint Hindu Family (JHF), commonly referred to as the Hindu Undivided Family (HUF). Hindus frequently have extended families set up where several generations can coexist. This arrangement has its roots in the shared ancestry of the family members. Although the spotlight has always been on the male family members, the joint family structure also includes a significant number of female family members. The other choices depict the Joint Hindu Family's traits or essence incorrectly. hence option c is correct.

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