

CLAT Legal Reasoning

Sample Paper – 1

Duration: 30 Minutes

Maximum Marks: 30

Instructions

- This paper contains **30** Multiple Choice Questions (Single Correct Answer), modelled on the Legal Reasoning section of **CLAT** (Common Law Admission Test).
- Each correct answer carries **+1 mark**. There is a **negative marking of 0.25 marks** for every incorrect answer; unattempted questions carry no penalty.
- The paper has **five passages**, each stating one or more **legal principles** and followed by **six** questions. Apply **only** the principle(s) given in the passage to the facts; do not rely on any outside knowledge of the law.
- CLAT is an offline pen-and-paper (OMR) test with no sectional time limit; attempt this practice paper in one timed sitting of about **30 minutes**.
- Use of mobile phones, calculators, dictionaries, or electronic gadgets is strictly prohibited.

Passage I

Directions (Q1–Q6): Read the following passage and answer the questions that follow. In answering the questions, apply the principle stated in the passage even if it differs from the actual law, and do not use any knowledge of law you may otherwise have.

Principle: A person is liable for the tort of negligence when three conditions are all satisfied. First, the person owes a *duty of care* to another. Second, the person *breaches* that duty by failing to take the care that a reasonable and prudent person would have taken in the same situation. Third, that breach *directly causes* damage to the other person.

If any one of these three conditions is missing, there is no liability in negligence. Further, a person is not liable for damage that is too *remote* a consequence of the careless act,



that is, damage that a reasonable person could not have foreseen as flowing from it. A person is also not liable where the victim, knowing and understanding a risk, *voluntarily accepted* that very risk. The standard of care is that of the ordinary reasonable person; a person who does everything such a reasonable person would do has not breached the duty, even if harm still results.

- Q1.** A shopkeeper mops the floor of his shop and leaves it wet and slippery without putting up any warning sign. A customer walking in slips on the wet patch and breaks her wrist. Applying the principle, is the shopkeeper liable?
- (A) Not liable, because the customer should have watched where she was walking.
 - (B) Liable, because he owed her a duty of care, breached it by not warning her of the wet floor, and thereby caused her injury.
 - (C) Not liable, because a person who slips is always the author of her own misfortune.
 - (D) Liable only if he intended the customer to fall and injure herself.
- Q2.** A doctor treats a patient using exactly the skill and care that an ordinary competent doctor would use. Despite this, the patient dies from a rare reaction that no competent doctor could have foreseen. Applying the principle, is the doctor liable?
- (A) Not liable, because he used the skill of an ordinary competent doctor, so there was no breach of duty.
 - (B) Liable, because the patient died while under his care.
 - (C) Liable, because a doctor effectively guarantees that the patient will be cured.
 - (D) Not liable, because doctors can never be sued for the death of a patient.
- Q3.** A cyclist rides carefully and within the speed limit. A young child suddenly darts out from between two parked cars directly into his path and



is knocked down before he can possibly stop. Applying the principle, was there a breach of duty by the cyclist?

- (A) Yes, because a child was in fact injured.
- (B) Yes, because cyclists owe an absolute duty to prevent all accidents.
- (C) No, because children on the road are never owed any duty of care.
- (D) No, because the cyclist took the care of a reasonable person and the accident was not caused by any failure on his part.

Q4. A factory owner is repeatedly warned that a machine guard is broken and dangerous, but he ignores the warnings and keeps the machine running. A worker operating it has his hand crushed by the unguarded machine. Assume a duty of care exists. Applying the principle, is the owner liable?

- (A) Not liable, because factory work is inherently dangerous in any case.
- (B) Not liable, because the worker chose to operate the machine himself.
- (C) Liable, because he breached his duty by ignoring a known danger, and that breach directly caused the injury.
- (D) Liable only if the owner was personally present in the factory at the time.

Q5. A driver negligently causes a very minor bump to a pedestrian, who is only shaken. Two hours later, while walking home, the pedestrian is struck by a bolt of lightning and badly hurt. Applying the principle, is the driver liable for the lightning injury?

- (A) Not liable, because the lightning injury was too remote a consequence of his careless driving to have been foreseen.
- (B) Liable, because his careless driving first set the day's events in motion.
- (C) Liable, because but for the bump the pedestrian might have reached home before the storm.
- (D) Liable for anything at all that happens to the pedestrian for the rest of that day.



- Q6.** A pool owner puts up clear signs reading “No lifeguard on duty — swim entirely at your own risk” and keeps the pool in good condition. A visitor who reads the signs dives into the shallow end anyway and is injured. Applying the principle, is the owner liable?
- (A) Liable, because a person was injured on his premises.
- (B) Liable, because warning signs have no effect in law.
- (C) Not liable, because swimmers can never recover for their injuries.
- (D) Not liable, because he took reasonable care and warned clearly, and the visitor, knowing the risk, voluntarily accepted it.

Passage II

Directions (Q7–Q12): Read the following passage and answer the questions that follow. In answering the questions, apply the principle stated in the passage even if it differs from the actual law, and do not use any knowledge of law you may otherwise have.

Principle: A contract is formed when an *offer* made by one party is *accepted* by the other, and the acceptance is *communicated* to the person who made the offer. To create a contract, the acceptance must be absolute and unqualified.

A reply that seeks to change the terms of the offer is not an acceptance but a *counter-offer*; a counter-offer rejects and destroys the original offer, which can no longer be accepted afterwards. An offer may be *revoked* at any time before it has been accepted, and a revocation takes effect once it reaches the other party. Acceptance requires knowledge of the offer; a person who does an act without knowing of an offer has not accepted it. Silence cannot be treated as acceptance. Finally, a mere display of goods with a price, or a similar announcement, is only an *invitation to offer*, not an offer that the displayer is bound to accept.

- Q7.** A offers to sell his cycle to B for Rs 5000. B replies, “I will pay Rs 4000.” A refuses. B then says, “All right, I will pay Rs 5000.” A stays silent. Applying the principle, is there a contract?
- (A) Yes, because B in the end agreed to pay the full Rs 5000.
- (B) No, because B’s reply of Rs 4000 was a counter-offer that destroyed the original offer, and his later agreement is only a fresh offer that A has not accepted.
- (C) Yes, because A was the first to propose the sale.



- (D) No, because a cycle is not a thing that can be sold under a contract.
- Q8.** A posts a letter offering to sell goods to B. Before B receives that letter, A posts a second letter revoking the offer, and the revocation reaches B first. B then reads the offer and writes back accepting it. Applying the principle, can B accept?
- (A) Yes, because once an offer is made it can never be taken back.
- (B) Yes, because B genuinely wants the goods.
- (C) No, because the revocation reached B before he accepted, so the offer had already been validly withdrawn.
- (D) No, because offers made by letter have no effect at all.
- Q9.** A shop displays a watch in its window with a tag reading “Rs 2000”. A customer walks in and insists that the shop is legally bound to sell the watch to him at that price. Applying the principle, must the shop sell?
- (A) No, because a priced display is only an invitation to offer, not an offer that the shop is bound to accept.
- (B) Yes, because the price was clearly displayed on the watch.
- (C) Yes, because the customer is ready and willing to pay the marked price.
- (D) No, because a shop is free to refuse to sell to any person for no reason ever.
- Q10.** A announces a reward for anyone who finds and returns his lost dog. B, who has never heard of the reward, happens to find the dog and returns it to A out of kindness. Only afterwards does B learn of the reward. Applying the principle, can B claim it?
- (A) Yes, because B did in fact return the dog to A.
- (B) Yes, because an announced reward is always payable to whoever performs the act.
- (C) No, because a reward of this kind is only a gift and never enforceable.



(D) No, because B did not know of the offer when he acted, so he never accepted it.

Q11. A writes to B, “I offer to sell you my books for Rs 800. If I do not hear from you by Friday, I shall take it that you have accepted.” B does not reply at all. Applying the principle, is there a contract on Friday?

(A) Yes, because B did not raise any objection to the offer.

(B) No, because silence cannot be treated as acceptance; acceptance must be communicated to the offeror.

(C) Yes, because A was entitled to fix the terms of his own offer.

(D) No, because an offer relating to books cannot be accepted at all.

Q12. A offers to sell his car to B for Rs 3 lakh. B accepts on exactly those terms and communicates his acceptance to A. Before the car is handed over, A changes his mind and refuses to sell. Applying the principle, is there a contract?

(A) Yes, because B’s absolute acceptance was communicated to A, so a contract was formed and A is bound by it.

(B) No, because A changed his mind before parting with the car.

(C) No, because the car had not yet been delivered to B.

(D) Yes, but only if B agrees to pay something more than Rs 3 lakh.

Passage III

Directions (Q13–Q18): Read the following passage and answer the questions that follow. In answering the questions, apply the principle stated in the passage even if it differs from the actual law, and do not use any knowledge of law you may otherwise have.

Principle: Every person has a right of private defence, that is, a right to defend his own body, and the body of any other person, against unlawful force. This right is available only when three conditions are met. First, there must be a *real and imminent* threat of unlawful harm. Second, the force used in defence must be *reasonable and proportionate* to the threat faced; a defender may not inflict more harm than is necessary to meet the danger. Third, there must be *no reasonable opportunity* to seek the protection of the public authorities instead.



The right is not available to a person who was himself the *aggressor*, that is, the one who began the unlawful attack. Nor is it available once the threat is *already over*, for defence looks to a present danger and not to revenge for a past one.

- Q13.** X suddenly raises a knife and lunges to stab Y. Y, to save himself, pushes X away hard; X stumbles, falls, and suffers a bruise. Applying the principle, is Y protected by the right of private defence?
- (A) No, because X was the one who ended up hurt.
 - (B) Yes, because Y faced a real and imminent threat and used reasonable, proportionate force to defend himself.
 - (C) No, because Y should simply have run away from X.
 - (D) Yes, but only if Y was himself carrying a weapon.
- Q14.** A fistfight between Y and Z comes to an end and Z turns and walks away. Y, still furious, chases Z down the street and strikes him on the head with an iron rod. Applying the principle, can Y claim private defence?
- (A) Yes, because Y had been attacked by Z earlier.
 - (B) Yes, because Y was still feeling angry and provoked.
 - (C) No, because the threat was already over when Y struck, so the right of private defence no longer applied.
 - (D) No, because striking a person with a rod is dangerous.
- Q15.** A pickpocket slaps X once on the arm to distract him and snatch his phone. In response, X pulls out a knife and stabs the pickpocket to death. Applying the principle, is X protected?
- (A) Yes, because the pickpocket was committing a crime.
 - (B) Yes, because X was entitled to protect his property at any cost.
 - (C) No, because X should simply have let the pickpocket take the phone.
 - (D) No, because the force X used was far greater than the threat he faced, so it was not proportionate.



- Q16.** A small crowd threatens to beat Z. A police station stands right beside them with officers clearly present and available, yet Z, without turning to them, fires a gun into the crowd. Applying the principle, is Z protected?
- (A) Yes, because Z genuinely felt afraid of the crowd.
- (B) No, because Z had a reasonable opportunity to seek the protection of the police present, so the right of private defence did not arise.
- (C) Yes, because a crowd is always a serious danger.
- (D) No, because firing a gun is against the law in every case.
- Q17.** M, passing by, sees a stranger being attacked with a stick by an assailant. M grabs the assailant and uses only as much force as is needed to pull him off and stop the attack. Applying the principle, is M protected?
- (A) Yes, because a person may defend another against unlawful force using reasonable and proportionate force.
- (B) No, because the victim was a complete stranger to M.
- (C) No, because only the victim himself is allowed to defend his own body.
- (D) Yes, but only if M happens to be a police officer.
- Q18.** P deliberately provokes and then attacks Q. When Q fights back to protect himself, P is injured, and P now claims the right of private defence for the harm he did to Q. Applying the principle, is the right available to P?
- (A) Yes, because P was also injured in the scuffle.
- (B) Yes, because every person is always entitled to defend himself.
- (C) No, because P was the aggressor who began the attack, and the right of private defence is not available to him.
- (D) No, because P failed to warn Q before attacking him.

Passage IV

Directions (Q19–Q24): Read the following passage and answer the questions that follow. In answering the questions, apply the principle stated in the passage even if it differs from the actual law, and do not use any knowledge of law you may otherwise have.



Principle: The Constitution guarantees to all *citizens* the freedom of speech and expression. This freedom is not absolute. The State may impose *reasonable restrictions* on it, but only on certain listed grounds, namely: the sovereignty and integrity of the State, the security of the State, public order, decency or morality, defamation, contempt of court, and incitement to an offence.

A restriction on speech is valid only if two things are true together: it must fall within one of these listed grounds, and it must be *reasonable*. A restriction imposed on a ground that is not in the list is invalid. A restriction that falls within a listed ground but is grossly excessive or disproportionate is also invalid, because it is not reasonable. The freedom, and the protection it gives, is available only to citizens and not to foreign nationals.

- Q19.** A State passes a law banning all criticism of government policy, describing such criticism simply as “disrespectful”. Applying the principle, is the law valid?
- (A) Valid, because the government of the day is entitled to respect.
 - (B) Invalid, because mere “disrespect” of policy is not one of the listed grounds on which speech may be restricted.
 - (C) Valid, because all criticism of government is potentially dangerous.
 - (D) Invalid, because the State can never make any law touching speech.
- Q20.** A law punishes speeches that directly urge a mob to at once set fire to shops and attack people. Applying the principle, is the law valid?
- (A) Invalid, because all speech is protected absolutely and without exception.
 - (B) Invalid, because what a mob does is purely a political question.
 - (C) Valid, because incitement to an offence and threats to public order are listed grounds for a reasonable restriction.
 - (D) Valid, because the State is free to ban any speech it wishes.
- Q21.** A foreign national living in India is stopped by the authorities from delivering a political speech. He claims the constitutional freedom of speech and expression. Applying the principle, can he claim it?
- (A) Yes, because everyone present in the country enjoys this freedom.



- (B) Yes, because he is currently residing within India.
- (C) Valid restrictions apart, he is fully protected because speech is a human right.
- (D) No, because this freedom is available only to citizens, and he is a foreign national.

Q22. A law restricts the publication of grossly obscene material. Applying the principle, is the law valid?

- (A) Valid, because decency and morality are listed grounds on which a reasonable restriction may be imposed.
- (B) Invalid, because what counts as obscene is only a matter of personal taste.
- (C) Invalid, because no form of speech or expression may ever be restricted.
- (D) Valid, because the State may ban anything at all that it happens to dislike.

Q23. A rule forbids a newspaper from reporting a true matter for the sole reason that the report would personally embarrass a minister. Applying the principle, is the rule valid?

- (A) Valid, because ministers deserve special protection from embarrassment.
- (B) Valid, because newspapers wield a great deal of power.
- (C) Invalid, because the personal embarrassment of a minister is not one of the listed grounds for restricting speech.
- (D) Invalid, because ministers are not counted as citizens.

Q24. A law imposes a punishment of life imprisonment for drawing a mild, harmless satirical cartoon, the State defending it on the ground of “public order”. Applying the principle, is the law valid?

- (A) Valid, because the ground of public order was expressly mentioned by the State.



- (B) Invalid, because even a restriction on a listed ground must be reasonable, and this punishment is grossly excessive and disproportionate.
- (C) Valid, because a cartoon is a drawing and not really speech at all.
- (D) Invalid, because cartoons as a class can never be restricted in any way.

Passage V

Directions (Q25–Q30): Read the following passage and answer the questions that follow. In answering the questions, apply the principle stated in the passage even if it differs from the actual law, and do not use any knowledge of law you may otherwise have.

Principle: A *consumer* is a person who buys goods, or hires a service, for consideration, for his own use, and not for resale or for any commercial purpose. A consumer is entitled to a remedy in two situations. The first is where the goods sold are *defective*, that is, they suffer from a fault or shortcoming in their quality. The second is where a service suffers from a *deficiency*, that is, any fault, shortcoming, or inadequacy in the quality or manner of performance that the provider of the service was required to maintain.

However, a person who buys goods in order to *resell* them, or who buys or uses them for a *commercial purpose*, is not a consumer for this purpose. Likewise, a person who receives a service *entirely free of charge*, having paid no consideration for it, is not a consumer.

- Q25.** A buys a new refrigerator for use in his own home. Within a week it stops cooling because of a manufacturing fault. Applying the principle, is A a consumer entitled to a remedy?
- (A) Yes, because he bought the refrigerator for his own use and it is defective.
 - (B) No, because he ought to have tested the refrigerator before buying it.
 - (C) No, because household appliances commonly fail from time to time.
 - (D) Yes, but only if he had separately bought a warranty or insurance.
- Q26.** A wholesaler buys one hundred refrigerators in order to resell them in his shop. Several of them turn out to be faulty. Applying the principle, is the wholesaler a consumer?



- (A) Yes, because the refrigerators he bought are faulty.
- (B) Yes, because he paid the full price for all of them.
- (C) No, because he bought them in order to resell them, so he is not a consumer under this principle.
- (D) No, because wholesalers are not permitted to complain to anyone at all.

Q27. A patient is treated entirely free of charge at a charitable hospital that charges no fee to anyone. The treatment is careless and worsens his condition. Applying the principle, is he a consumer for a deficiency in service?

- (A) Yes, because he was in fact harmed by the treatment.
- (B) Yes, because a hospital must always take care of its patients.
- (C) No, because a patient can never be treated as a consumer.
- (D) No, because he received the service entirely free of charge, so he is not a consumer for this purpose.

Q28. A pays a courier company to deliver an important parcel by the next day. Without any reason the company delivers it a week late, causing A a loss. Applying the principle, is there a deficiency in service?

- (A) Yes, because the paid courier service fell short of the standard of performance it was required to maintain.
- (B) No, because courier companies are generally slow in any case.
- (C) No, because A should have travelled and delivered the parcel himself.
- (D) Yes, but only if the contents of the parcel were especially valuable.

Q29. A buys a car for his personal use. The brakes are found to be defective straight from the factory. Applying the principle, is A a consumer entitled to a remedy?

- (A) No, because a modern car is a complicated machine that may develop faults.



- (B) No, because A had already driven the car before complaining.
- (C) Yes, because he bought the car for his personal use and it suffers from a manufacturing defect.
- (D) Yes, but only if A is himself a trained mechanic.

Q30. A buys raw materials in bulk solely to manufacture goods for large-scale sale and profit. The materials turn out to be defective. Applying the principle, is A a consumer under this principle?

- (A) Yes, because the raw materials he bought are defective.
- (B) No, because he bought the materials for a commercial purpose, so he is not a consumer under this principle.
- (C) Yes, because he paid money for the materials.
- (D) No, because raw materials by their nature can never be defective.



Detailed Solutions

Q1.

Solution

Principle applied: Negligence needs duty, breach, and damage caused by that breach.

Application to the facts: A shopkeeper owes a duty of care to customers who enter his shop. Leaving a wet, slippery floor with no warning is a failure to take the care a reasonable shopkeeper would take, so the duty was breached. The customer slipped on that very wet patch and broke her wrist, so the breach directly caused the damage. All three conditions are satisfied.

Why the other options are wrong:

- Option A: A visitor is entitled to expect a reasonably safe floor; her not looking down does not cancel his failure to warn.
- Option C: The principle does not say a person who slips is always at fault; liability turns on the three conditions.
- Option D: Negligence needs only a failure of reasonable care, not an intention to cause harm.

Final Answer: Duty, breach and caused damage are all present ⇒

[Go Back to Q1](#)

Q2.

Solution

Principle applied: There is no negligence without a breach; a person who takes the care of a reasonable competent person has not breached the duty, even if harm follows.

Application to the facts: The doctor owed the patient a duty of care. He used exactly the skill and care of an ordinary competent doctor, so he took reasonable care. The fatal reaction could not have been foreseen by any competent doctor. Because there was no failure of reasonable care, the breach condition is missing.

Why the other options are wrong:

- Option B: Death alone does not prove negligence; a breach must be shown.
- Option C: The principle sets a standard of reasonable care, not a guarantee of cure.



- Option D: Doctors are not immune; here he simply committed no breach.

Final Answer: No breach, so no liability ⇒

Answer: (A) [Go Back to Q2](#)

Q3.

Solution

Principle applied: Breach means a failure to take reasonable care; if reasonable care was taken and the harm was not caused by any failure, there is no breach.

Application to the facts: The cyclist rode carefully and within the speed limit, which is the conduct of a reasonable person. The child darted out suddenly from a hidden spot so that no careful cyclist could have stopped in time. The injury flowed from the child's sudden act, not from any failure by the cyclist. So there was no breach of duty.

Why the other options are wrong:

- Option A: The fact of injury does not by itself prove a breach.
- Option B: The principle sets a reasonable-care standard, not an absolute duty to prevent every accident.
- Option C: Road users, including children, are owed a duty; that is not the reason he escapes liability.

Final Answer: Reasonable care taken and no causal failure ⇒

Answer: (D) [Go Back to Q3](#)

Q4.

Solution

Principle applied: Where a duty exists, ignoring a known danger is a breach, and if it causes damage there is liability.

Application to the facts: A duty of care is assumed to exist. The owner was warned again and again about the broken, dangerous guard and did nothing, which is a plain failure of reasonable care. The worker's hand was crushed by that very unguarded machine, so the breach directly caused the injury. All three conditions are met.

Why the other options are wrong:



- Option A: General danger of factory work does not excuse ignoring a specific known hazard.
- Option B: The worker operating the machine does not undo the owner's failure to fix a known danger.
- Option D: Liability turns on the breach, not on whether the owner was physically present.

Final Answer: Known danger ignored, causing injury ⇒

Answer: (C) [Go Back to Q4](#)

Q5.

Solution

Principle applied: There is no liability for damage that is too remote, that is, damage a reasonable person could not foresee as flowing from the careless act.

Application to the facts: The driver's carelessness caused only a minor bump. The serious injury came from a bolt of lightning two hours later. A lightning strike is not a consequence a reasonable person could foresee flowing from a minor traffic bump. The lightning injury is therefore too remote.

Why the other options are wrong:

- Option B: Merely setting events in motion is not enough when the result is unforeseeable.
- Option C: The "but for" speculation about timing does not make lightning a foreseeable result of careless driving.
- Option D: A wrongdoer is not liable for everything that later befalls the victim, only for foreseeable consequences.

Final Answer: The lightning injury was too remote ⇒

Answer: (A) [Go Back to Q5](#)

Q6.

Solution

Principle applied: There is no liability where reasonable care was taken and the victim, knowing and understanding the risk, voluntarily accepted it.

Application to the facts: The owner kept the pool in good condition and put up a clear warning that there was no lifeguard and that swimming was at one's own



risk. The visitor read and understood that warning. He then chose to dive into the shallow end anyway, voluntarily accepting the very risk warned of. So the owner is not liable.

Why the other options are wrong:

- Option A: Injury on the premises does not create liability where care was taken and the risk was accepted.
- Option B: The principle expressly allows a warning to shift the accepted risk to the visitor.
- Option C: The principle does not bar all swimmers from recovering; it turns on the facts.

Final Answer: Reasonable care plus voluntary acceptance of risk ⇒

[Go Back to Q6](#)

Q7.

Solution

Principle applied: A reply that changes the terms is a counter-offer that destroys the original offer; the original offer cannot be accepted afterwards.

Application to the facts: A offered the cycle for Rs 5000. B's reply of "Rs 4000" changed the price, so it was a counter-offer, not an acceptance. That counter-offer destroyed A's original offer of Rs 5000. B's later "I will pay Rs 5000" is only a fresh offer, and A has not accepted it, so no contract exists.

Why the other options are wrong:

- Option A: The original Rs 5000 offer was already dead once B counter-offered, so agreeing to it later has no effect.
- Option C: Making the first offer does not keep it alive after a counter-offer.
- Option D: The subject matter being a cycle is irrelevant; the flaw is the destroyed offer.

Final Answer: Counter-offer killed the offer; new offer not accepted ⇒

[Go Back to Q7](#)



Q8.

Solution

Principle applied: An offer may be revoked any time before acceptance, and a revocation takes effect once it reaches the other party.

Application to the facts: A revoked the offer, and the revocation reached B before B accepted. Once the revocation reached B, the offer stood withdrawn. B's acceptance came only after that, when there was no live offer to accept. So no contract can be formed.

Why the other options are wrong:

- Option A: The principle expressly allows revocation before acceptance, so an offer can be taken back.
- Option B: B's wish for the goods cannot revive a withdrawn offer.
- Option D: Offers made by letter are effective; the point is that this one was validly revoked first.

Final Answer: Offer validly revoked before acceptance ⇒ C

Answer: (C) [Go Back to Q8](#)

Q9.

Solution

Principle applied: A priced display of goods is only an invitation to offer, not an offer the displayer is bound to accept.

Application to the facts: The watch in the window with a price tag is a priced display. Under the principle this is merely an invitation to offer. The customer walking in and offering to buy is the one making the offer. The shop is free to accept or refuse, so it is not bound to sell.

Why the other options are wrong:

- Option B: The display of a price does not turn it into a binding offer.
- Option C: The customer's willingness to pay is his offer, which the shop need not accept.
- Option D: The correct reason is the invitation-to-offer rule, not a sweeping claim that a shop may refuse anyone for no reason ever.

Final Answer: Priced display is only an invitation to offer ⇒ A

Answer: (A) [Go Back to Q9](#)



Q10.

Solution

Principle applied: Acceptance requires knowledge of the offer; a person who acts without knowing of the offer has not accepted it.

Application to the facts: B found and returned the dog purely out of kindness. At that time he had never heard of the reward. Since he did not know of the offer when he acted, his act was not an acceptance of it. He learned of the reward only afterwards, which cannot turn his earlier act into an acceptance.

Why the other options are wrong:

- Option A: Returning the dog is not enough without knowledge of the offer at the time of the act.
- Option B: A reward is not “always payable”; it depends on acceptance with knowledge.
- Option C: Whether a reward is a gift is beside the point; the flaw is the absence of knowledge.

Final Answer: No knowledge of the offer, so no acceptance ⇒ D

Answer: (D) [Go Back to Q10](#)

Q11.

Solution

Principle applied: Silence cannot be treated as acceptance; acceptance must be communicated to the offeror.

Application to the facts: A tried to make B’s mere silence count as acceptance. The principle says silence cannot be acceptance. B did not reply or communicate any acceptance at all. So no contract came into being on Friday.

Why the other options are wrong:

- Option A: Not objecting is still silence, which is not acceptance.
- Option C: A person cannot fix terms that force the other’s silence to become acceptance.
- Option D: The subject being books is irrelevant; the flaw is the lack of any communicated acceptance.

Final Answer: Silence is not acceptance ⇒ B

Answer: (B) [Go Back to Q11](#)



Q12.

Solution

Principle applied: A contract is formed when an absolute acceptance is communicated to the offeror; once formed, the offeror is bound.

Application to the facts: A made a definite offer to sell the car for Rs 3 lakh. B accepted on exactly those terms and communicated the acceptance to A. At that moment the contract was complete. A changing his mind afterwards does not undo a contract already formed, so A is bound.

Why the other options are wrong:

- Option B: A change of mind after a completed acceptance cannot cancel the contract.
- Option C: Delivery is a step in performance; the contract was already formed on acceptance.
- Option D: No extra payment is needed; the contract stands on the agreed Rs 3 lakh.

Final Answer: Communicated absolute acceptance formed the contract ⇒

[Go Back to Q12](#)

Q13.

Solution

Principle applied: Private defence is available against a real and imminent threat where the force used is reasonable and proportionate.

Application to the facts: X lunged with a knife to stab Y, which is a real and imminent threat of serious harm. Y merely pushed X away to save himself. A push is a reasonable, proportionate response to a knife attack, and X's bruise was an incidental result. So Y is protected.

Why the other options are wrong:

- Option A: That X ended up hurt does not matter when Y's force was proportionate defence.
- Option C: The principle does not require the defender to run away before defending.
- Option D: The right does not depend on the defender also being armed.

Final Answer: Imminent threat met with proportionate force ⇒



Answer: (B) [Go Back to Q13](#)

Q14.

Solution

Principle applied: The right of private defence is not available once the threat is already over, for defence answers a present danger and not revenge.

Application to the facts: The fight had ended and Z was walking away, so the danger to Y was over. Y then chased Z and struck him with a rod. This was retaliation for a past attack, not defence against a present threat. So Y cannot claim private defence.

Why the other options are wrong:

- Option A: Having been attacked earlier does not justify a later act of revenge.
- Option B: Lingering anger is not a present threat.
- Option D: The danger of a rod is not the reason; the reason is that the threat was already over.

Final Answer: Threat was over, so no private defence \Rightarrow

Answer: (C) [Go Back to Q14](#)

Q15.

Solution

Principle applied: The force used in private defence must be proportionate to the threat; a defender may not inflict more harm than necessary.

Application to the facts: The pickpocket's single slap was a minor threat. X responded by stabbing him to death. Killing in answer to a slap is far more harm than the threat required. The force was grossly disproportionate, so X is not protected.

Why the other options are wrong:

- Option A: That the pickpocket was committing a crime does not license unlimited force.
- Option B: The principle does not allow defence of property "at any cost"; force must be proportionate.
- Option C: X was not required to simply give up the phone; the flaw is only the excess of force.



Final Answer: Force wholly out of proportion to the threat ⇒ D

Answer: (D) [Go Back to Q15](#)

Q16.

Solution

Principle applied: Private defence is not available where there was a reasonable opportunity to seek the protection of the public authorities.

Application to the facts: A police station with officers was right beside Z and available. Z had a plain, reasonable opportunity to turn to them for protection. Instead he fired a gun into the crowd without doing so. Because that opportunity existed, the right of private defence did not arise.

Why the other options are wrong:

- Option A: Genuine fear does not create the right when authorities were at hand.
- Option C: A crowd being dangerous does not remove the duty to seek available protection.
- Option D: The illegality of firing is not the operative reason; the reason is the available protection.

Final Answer: Reasonable chance to seek authorities existed ⇒ B

Answer: (B) [Go Back to Q16](#)

Q17.

Solution

Principle applied: A person may defend the body of another against unlawful force, using reasonable and proportionate force.

Application to the facts: A stranger was being attacked with a stick, a real and present threat. M intervened to defend that person. M used only as much force as was needed to pull the assailant off and stop the attack. Defence of another with proportionate force is protected, so M is covered.

Why the other options are wrong:

- Option B: The victim being a stranger does not remove the right to defend another.
- Option C: The principle expressly extends the right to defending another's



body.

- Option D: The right does not depend on M being a police officer.

Final Answer: Proportionate defence of another is protected ⇒ A

Answer: (A) [Go Back to Q17](#)

Q18.

Solution

Principle applied: The right of private defence is not available to the aggressor who began the unlawful attack.

Application to the facts: P deliberately provoked and then attacked Q, so P was the aggressor. Q fought back only to protect himself. The right of private defence is denied to the one who started the attack. So P cannot claim it for the harm he did to Q.

Why the other options are wrong:

- Option A: That P was also injured does not turn the aggressor into a defender.
- Option B: The right is not available to “everyone always”; it is denied to the aggressor.
- Option D: A failure to warn is not the operative reason; being the aggressor is.

Final Answer: Aggressor cannot claim private defence ⇒ C

Answer: (C) [Go Back to Q18](#)

Q19.

Solution

Principle applied: A restriction on speech is valid only if it falls within a listed ground; a ground not in the list cannot support it.

Application to the facts: The law bans all criticism of government policy as merely “disrespectful”. “Disrespect” of policy is nowhere in the list of grounds (security, public order, decency, defamation, and so on). Since the restriction rests on a ground outside the list, it fails the first requirement. The law is therefore invalid.

Why the other options are wrong:



- Option A: A wish that the government be respected is not a listed ground.
- Option C: A vague claim that criticism is “dangerous” does not fit any listed ground.
- Option D: The State *can* restrict speech on listed grounds; the flaw is only that this ground is not listed.

Final Answer: “Disrespect” is not a listed ground ⇒

Answer: (B) [Go Back to Q19](#)

Q20.

Solution

Principle applied: A restriction is valid if it falls within a listed ground such as public order or incitement to an offence and is reasonable.

Application to the facts: The law targets speeches that directly urge a mob to burn shops and attack people at once. This is incitement to an offence and a direct threat to public order, both listed grounds. A restriction on such immediate incitement is reasonable. So the law is valid.

Why the other options are wrong:

- Option A: The freedom is not absolute; the principle allows reasonable restrictions on listed grounds.
- Option B: Calling mob violence “political” does not take it outside public order.
- Option D: The State cannot ban “any speech it wishes”; here it validly restricts incitement.

Final Answer: Incitement and public order are listed grounds ⇒

Answer: (C) [Go Back to Q20](#)

Q21.

Solution

Principle applied: The freedom of speech under this Article is available only to citizens, not to foreign nationals.

Application to the facts: The speaker is a foreign national. The principle limits the freedom to citizens. Merely living in India does not make him a citizen. So he cannot claim this particular freedom.



Why the other options are wrong:

- Option A: The freedom is not for “everyone present”; it is confined to citizens.
- Option B: Residence in India is not the same as citizenship.
- Option C: Whatever its label, this option treats a non-citizen as protected, which the principle denies.

Final Answer: Freedom limited to citizens ⇒

[Go Back to Q21](#)

Q22.

Solution

Principle applied: Decency or morality is a listed ground on which a reasonable restriction on speech may be imposed.

Application to the facts: The law restricts grossly obscene material. Obscenity falls squarely within the listed ground of decency or morality. A restriction confined to grossly obscene material is reasonable. So the law is valid.

Why the other options are wrong:

- Option B: The principle treats decency and morality as a proper ground, whatever one’s personal taste.
- Option C: Speech can be restricted on listed grounds; it is not wholly beyond restriction.
- Option D: The State cannot ban whatever it “dislikes”; here the ground is a listed one.

Final Answer: Obscenity fits decency and morality ⇒

[Go Back to Q22](#)

Q23.

Solution

Principle applied: A restriction on a ground not in the list is invalid; personal embarrassment of an official is not a listed ground.

Application to the facts: The rule bars a true report solely because it would personally embarrass a minister. Personal embarrassment is not among the listed



grounds. Since the restriction rests on a ground outside the list, it cannot stand. The rule is invalid.

Why the other options are wrong:

- Option A: A minister's comfort from embarrassment is not a listed ground.
- Option B: The power of newspapers is not a ground for restricting a true report.
- Option D: Whether ministers are citizens is irrelevant; the flaw is the unlisted ground.

Final Answer: Personal embarrassment is not a listed ground ⇒ **C**

Answer: (C) [Go Back to Q23](#)

Q24.

Solution

Principle applied: Even a restriction on a listed ground is invalid if it is grossly excessive or disproportionate, and so unreasonable.

Application to the facts: The State points to “public order”, a listed ground. But the punishment is life imprisonment for a mild, harmless satirical cartoon. Such a penalty is grossly excessive and out of all proportion to any real threat. Because it is unreasonable, the law is invalid despite naming a listed ground.

Why the other options are wrong:

- Option A: Merely naming “public order” does not save a restriction that is unreasonable.
- Option C: A cartoon is a form of expression protected by the freedom.
- Option D: Cartoons are not beyond all restriction; the flaw here is the disproportion, not a blanket rule.

Final Answer: Listed ground but grossly disproportionate ⇒ **B**

Answer: (B) [Go Back to Q24](#)



Q25.

Solution

Principle applied: A person who buys goods for his own use is a consumer and may claim a remedy where the goods are defective.

Application to the facts: A bought the refrigerator for use in his own home, not for resale or commerce. It stopped cooling within a week because of a manufacturing fault, so the goods are defective. Being a buyer for own use of defective goods, A is a consumer with a remedy.

Why the other options are wrong:

- Option B: A buyer is not required to test for hidden manufacturing faults before buying.
- Option C: That appliances sometimes fail does not remove a remedy for a defective one.
- Option D: A remedy for a defect does not depend on separately buying insurance.

Final Answer: Bought for own use and defective \Rightarrow

[Go Back to Q25](#)

Q26.

Solution

Principle applied: A person who buys goods in order to resell them is not a consumer under the principle.

Application to the facts: The wholesaler bought one hundred refrigerators to resell in his shop. Buying for resale is expressly excluded from the meaning of consumer. It does not matter that some fridges are faulty; his purpose takes him outside the definition. So he is not a consumer here.

Why the other options are wrong:

- Option A: Faultiness does not help when the buyer bought for resale.
- Option B: Paying the price does not make a reseller a consumer.
- Option D: The principle only denies him consumer status; it does not say wholesalers can never complain about anything.

Final Answer: Bought for resale, so not a consumer \Rightarrow

[Go Back to Q26](#)



Q27.

Solution

Principle applied: A person who receives a service entirely free of charge, paying no consideration, is not a consumer.

Application to the facts: The patient was treated entirely free at a hospital that charges nobody. He paid no consideration for the service. The principle excludes a person who receives a wholly free service from being a consumer. So, even though the treatment was careless, he is not a consumer for a deficiency in service.

Why the other options are wrong:

- Option A: Being harmed does not confer consumer status when the service was free.
- Option B: The general duty of hospitals to be careful does not change the free-service exclusion.
- Option C: The principle does not say patients can never be consumers; a paying patient could be. The bar here is that this service was free.

Final Answer: Wholly free service, so not a consumer ⇒

[Go Back to Q27](#)

Q28.

Solution

Principle applied: A deficiency in service is any shortcoming in the quality or manner of performance that the provider was required to maintain, and a person who paid for the service is a consumer.

Application to the facts: A paid the courier to deliver the parcel by the next day. The company delivered it a week late for no reason, falling short of the standard it was required to maintain. That shortfall is a deficiency in service, and A, having paid, is a consumer. So there is a deficiency in service.

Why the other options are wrong:

- Option B: A general habit of slowness does not excuse falling short of the promised standard.
- Option C: A had no obligation to deliver the parcel himself; he paid for the service.
- Option D: A deficiency does not depend on the parcel being especially valuable.



Final Answer: Paid service performed below the required standard \Rightarrow

Answer: (A) [Go Back to Q28](#)

Q29.

Solution

Principle applied: A buyer of goods for his own use is a consumer entitled to a remedy where the goods are defective.

Application to the facts: A bought the car for his personal use. The brakes were defective straight from the factory, which is a manufacturing defect. As a buyer for own use of defective goods, A is a consumer with a remedy.

Why the other options are wrong:

- Option A: A car's complexity does not excuse a manufacturing defect.
- Option B: Having driven the car does not take away a remedy for a factory defect.
- Option D: A remedy for a defect does not require the buyer to be a mechanic.

Final Answer: Bought for own use and defective from the factory \Rightarrow

Answer: (C) [Go Back to Q29](#)

Q30.

Solution

Principle applied: A person who buys goods for a commercial purpose is not a consumer under the principle.

Application to the facts: A bought the raw materials solely to manufacture goods for large-scale sale and profit. That is a commercial purpose. Buying for a commercial purpose is expressly excluded from the meaning of consumer. So A is not a consumer, even though the materials are defective.

Why the other options are wrong:

- Option A: Defectiveness does not help when the purchase was for a commercial purpose.
- Option C: Paying money does not make a commercial buyer a consumer.
- Option D: Raw materials certainly can be defective; the real reason he fails is the commercial purpose.



Final Answer: Bought for a commercial purpose, so not a consumer ⇒

Answer: (B) [Go Back to Q30](#)



Answer Key

Q	Ans	Q	Ans	Q	Ans	Q	Ans	Q	Ans
1	B	2	A	3	D	4	C	5	A
6	D	7	B	8	C	9	A	10	D
11	B	12	A	13	B	14	C	15	D
16	B	17	A	18	C	19	B	20	C
21	D	22	A	23	C	24	B	25	A
26	C	27	D	28	A	29	C	30	B

