

CLAT Legal Reasoning

Sample Paper – 10

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: An act that would otherwise be a tort is not actionable if it was reasonably done under an urgent and imminent *necessity* to prevent a greater harm, such as to save life or property from a real and pressing danger. The harm inflicted must be *reasonable and proportionate* to the danger sought to be avoided, and no more than the necessity required.

The defence is *not available* where the danger was brought about by the defendant's own negligence or wrongful act, nor where the harm done was *excessive* or out of proportion



to the threat. It is the pressing necessity, judged reasonably in the circumstances, that justifies the act.

- Q1.** During a violent storm a ship begins to sink, and the captain throws part of the cargo overboard to lighten the vessel and save the lives of everyone on board. The cargo owner sues him. Applying the principle, is the captain liable?
- (A) Liable, because the cargo belonged to another and he destroyed it.
 - (B) Not liable, because the jettison was reasonably done under an urgent necessity to save the lives on board.
 - (C) Not liable, because a captain may do whatever he pleases with cargo.
 - (D) Liable, because throwing goods into the sea is wasteful.
- Q2.** A raging fire is spreading down a row of houses. To stop it reaching the houses beyond, a man pulls down his neighbour's wooden shed to create a gap, acting reasonably in the emergency. The neighbour sues for the shed. Applying the principle, is the man liable?
- (A) Liable, because he destroyed property that was not his own.
 - (B) Liable, because he did not first ask the neighbour's permission.
 - (C) Not liable, because a person may always destroy a neighbour's property.
 - (D) Not liable, because pulling down the shed was a reasonable and proportionate act done to prevent the greater harm of the fire spreading.
- Q3.** A man carelessly starts a fire in his own yard, which then flares up dangerously. To put it out he breaks into a locked storeroom next door and damages property there. The storeroom owner sues. Applying the principle, can the man rely on necessity?
- (A) Liable, because the danger was created by his own careless act, so the defence of necessity is not available to him.
 - (B) Not liable, because he was only trying to put out the fire.



- (C) Not liable, because necessity always excuses damage done to fight a fire.
- (D) Liable, because he entered the storeroom without knocking.

Q4. A stray goat begins nibbling the edge of a man's garden hedge. In response he beats the goat so severely that it dies. The goat's owner sues. Applying the principle, is the man protected by necessity?

- (A) Not liable, because he was protecting his hedge.
- (B) Not liable, because necessity covers any harm done to protect property.
- (C) Liable, because the harm he inflicted was excessive and out of all proportion to the trivial threat to his hedge.
- (D) Liable, because goats are harmless animals.

Q5. An unconscious accident victim is brought in bleeding heavily, and a doctor performs an urgent operation without waiting for anyone's consent, saving his life. The family later sues for operating without consent. Applying the principle, is the doctor liable?

- (A) Liable, because he operated without anyone's consent.
- (B) Not liable, because the urgent operation was reasonably necessary to save the patient's life from a real and pressing danger.
- (C) Liable, because a doctor must always wait for the family's permission.
- (D) Not liable, because doctors are never answerable for anything they do.

Q6. Seeing a stranger about to be run over, a bystander drags him clear of the railway tracks moments before a train passes, spraining the stranger's arm in doing so. The stranger sues for the sprain. Applying the principle, is the bystander liable?

- (A) Not liable, because pulling the stranger clear was a reasonable and proportionate act done under an urgent necessity to save his life.



- (B) Liable, because he grabbed the stranger without being asked.
- (C) Liable, because he caused the stranger a sprain.
- (D) Not liable, because bystanders may do whatever they like at a railway station.

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: Every agreement by which any person is restrained from exercising a lawful profession, trade or business of any kind is, to that extent, *void*. A person is not permitted to bargain away his freedom to earn a livelihood, even by his own consent.

There is a recognised exception: a person who sells the *goodwill* of a business may agree with the buyer to refrain from carrying on a similar business within specified local limits, and such an agreement is valid so long as the buyer (or a person deriving title from him) carries on a like business there, and provided the specified limits appear to the court to be *reasonable*. A general, unlimited restraint on trade is void even if freely agreed to.

- Q7.** An employer makes a departing employee sign a promise that, after leaving, he will never take up any trade or employment of any kind, anywhere in the country, for the rest of his life. Applying the principle, is the promise valid?
- (A) Valid, because the employee agreed to it freely.
 - (B) Valid, because employers may protect themselves however they wish.
 - (C) Void, because it restrains the employee from exercising any lawful trade and is a general, unlimited restraint on his freedom to earn a livelihood.
 - (D) Valid, because the restraint is written down in the contract.
- Q8.** A sells his bakery together with its goodwill to B and agrees not to run any bakery within the same small town while B carries on the bakery there. The court finds the local limit reasonable. Applying the principle, is the agreement valid?
- (A) Void, because all restraints on trade are void without exception.



- (B) Void, because A can never agree to give up baking.
- (C) Valid, because A may be stopped from any business of any kind anywhere.
- (D) Valid, because a seller of goodwill may agree not to carry on a like business within reasonable local limits while the buyer carries on there.

Q9. Two neighbouring shopkeepers agree that, in return for a sum of money, one of them will close his shop forever so that the other faces no competition. Applying the principle, is the agreement valid?

- (A) Valid, because he was paid to close his shop.
- (B) Void, because a person cannot bargain away his freedom to carry on a lawful trade, even by his own consent.
- (C) Valid, because both shopkeepers agreed to the arrangement.
- (D) Void, because the two were competitors in the first place.

Q10. A sells the goodwill of his small local sweet shop to B and, as part of the deal, agrees never to run any sweet shop anywhere in the country. Applying the principle, is this restraint valid?

- (A) Valid, because he sold the goodwill of the shop.
- (B) Void, because a restraint tied to the sale of goodwill is valid only within limits the court finds reasonable, and a nationwide bar far exceeds what is reasonable.
- (C) Valid, because the wider the restraint the better it protects the buyer.
- (D) Void, because sweet shops cannot be sold along with their goodwill.

Q11. A sold the goodwill of his tailoring business to B and agreed not to run a tailoring shop in the same locality. Some time later B shuts the business down entirely and stops carrying it on, yet still tries to enforce the restraint against A. Applying the principle, can B enforce it?



- (A) Not enforceable, because the exception holds only so long as the buyer carries on a like business there, and B has stopped carrying it on.
- (B) Valid, because a promise once made must always be kept.
- (C) Valid, because A had once agreed to the restraint.
- (D) Not enforceable, because A never really sold the goodwill.

Q12. A sells his garage and its goodwill to B and agrees not to open a garage within the same district while B runs a garage there. The district limit is found to be reasonable and B still runs the garage. Applying the principle, is the agreement valid?

- (A) Valid, because a seller of goodwill may bind himself not to run a like business within reasonable local limits while the buyer carries it on there.
- (B) Void, because every restraint on trade is void.
- (C) Void, because A is being stopped from earning a living.
- (D) Valid, because B paid a large sum for the goodwill.

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: Whoever takes or entices a minor (a male under sixteen years of age, or a female under eighteen years of age), or a person of unsound mind, out of the keeping of the *lawful guardian* of that minor or person, without the consent of that guardian, is said to kidnap that minor or person from lawful guardianship.

The *consent of the minor* himself is immaterial and is no defence. The offence is complete once the minor is taken or enticed out of the guardian's keeping without the guardian's consent; the accused's ultimate *motive* is generally irrelevant to whether the offence is committed.

Q13. A entices a fifteen-year-old boy away from his father's home, without the father's consent, in order to employ him at a workshop. Applying the principle, has A kidnapped the boy from lawful guardianship?



- (A) Yes, because a boy under sixteen was taken out of his father's keeping without the father's consent.
- (B) No, because the boy went along willingly.
- (C) No, because A only wanted him to work, not to harm him.
- (D) Yes, but only if the boy was locked up afterwards.

Q14. A seventeen-year-old girl willingly leaves her mother's house and goes away with X, without her mother's consent. Applying the principle, has X kidnapped her from lawful guardianship?

- (A) No, because the girl agreed to go with X.
- (B) No, because she was old enough to decide for herself.
- (C) Yes, but only if X used force to take her.
- (D) Yes, because she was a female under eighteen and her own consent is immaterial; she was taken without her guardian's consent.

Q15. A nineteen-year-old woman voluntarily leaves her parents' home and goes to live with Y, without her parents' consent. Applying the principle, has Y kidnapped her from lawful guardianship?

- (A) Yes, because Y took her from her home.
- (B) Yes, because her parents did not consent.
- (C) No, because she was over eighteen and so not a minor, so the offence does not arise.
- (D) No, because Y intended to marry her.

Q16. A entices a fourteen-year-old girl away from her lawful guardian without consent, saying his only motive was a kind one, to give her a better education elsewhere. Applying the principle, has A committed the offence?

- (A) Yes, because the offence is complete once the minor is enticed out of the guardian's keeping without consent, and the accused's motive is irrelevant.
- (B) No, because his motive was a good one.



- (C) No, because education is beneficial to the child.
- (D) Yes, but only if he demanded money for her return.

Q17. X takes an adult of unsound mind out of the keeping of his lawful guardian, without the guardian's consent. Applying the principle, has X kidnapped him from lawful guardianship?

- (A) Yes, because a person of unsound mind was taken out of the keeping of his lawful guardian without the guardian's consent.
- (B) No, because the person taken was an adult.
- (C) No, because only children can be kidnapped from guardianship.
- (D) Yes, but only if the person of unsound mind objected.

Q18. A takes a fifteen-year-old boy on a week's trip with the written consent of the boy's father, who is his lawful guardian. Applying the principle, has A kidnapped the boy from lawful guardianship?

- (A) Yes, because a boy under sixteen was taken away.
- (B) Yes, because the boy left his home.
- (C) No, because the boy himself agreed to go.
- (D) No, because the boy was taken with the consent of his lawful guardian, so he was not taken out of lawful guardianship.

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: "Untouchability" is *abolished* and its practice in any form is forbidden. The enforcement of any *disability* arising out of "untouchability" is an offence punishable in accordance with law.

This protection operates not only against the State but also against *private individuals*, that is, it can be enforced horizontally against any person. Any denial of access to a shop, public place, service, or facility, or any imposition of a disability, on the ground of untouchability, is forbidden and punishable.



- Q19.** A private shopkeeper refuses to sell his goods to a customer solely on the ground of untouchability. Applying the principle, is his refusal an offence?
- (A) Not an offence, because a private shopkeeper may serve whom he pleases.
 - (B) Not an offence, because the protection binds only the State.
 - (C) An offence, because denial of access to a shop on the ground of untouchability is forbidden and punishable, and the protection operates even against private individuals.
 - (D) Not an offence, because no money changed hands.
- Q20.** A village council bars certain persons from drawing water at the common village well, imposing this disability on them on the ground of untouchability. Applying the principle, is this an offence?
- (A) Not an offence, because a village council may make its own rules.
 - (B) An offence, because enforcing a disability arising out of untouchability, such as barring access to the common well, is punishable.
 - (C) Not an offence, because wells are a limited resource.
 - (D) An offence, but only if the council is a State body.
- Q21.** A hotel turns a guest away because he has not paid an earlier unpaid bill, a reason wholly unconnected with untouchability. Applying the principle, is the refusal an offence under it?
- (A) An offence, because service was refused.
 - (B) An offence, because everyone must be served.
 - (C) An offence, because refusal of service is always forbidden.
 - (D) Not an offence under this principle, because the refusal was not on the ground of untouchability but for a wholly unrelated reason.
- Q22.** The owner of a private restaurant refuses entry to a person on the ground of untouchability, arguing that the ban on untouchability binds only the



government and not a private owner like him. Applying the principle, is he right?

- (A) Not an offence, because a restaurant is private property.
- (B) An offence, because the ban on untouchability can be enforced horizontally against any private person, and denial of access to a public place on that ground is punishable.
- (C) Not an offence, because the owner sincerely holds his beliefs.
- (D) Not an offence, because the customer could eat elsewhere.

Q23. A barber refuses to cut a person's hair solely on the ground of untouchability. Applying the principle, is his refusal an offence?

- (A) Not an offence, because a barber may choose his customers.
- (B) Not an offence, because haircuts are not essential.
- (C) An offence, because denial of a service on the ground of untouchability is forbidden and punishable.
- (D) Not an offence, because the barber offered to serve him on another day.

Q24. At a public office a person is made, on the ground of untouchability, to enter by a separate back door and to drink only from a separate cup kept aside for him. Applying the principle, is this an offence?

- (A) An offence, because imposing such a disability on a person at a public place on the ground of untouchability is forbidden and punishable.
- (B) Not an offence, because he was still allowed inside.
- (C) Not an offence, because separate arrangements harm no one.
- (D) An offence, but only if he was refused entry altogether.

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 person may be liable for a false statement made *carelessly* (though honestly, and so not fraudulently) where he possesses, or claims to possess, a *special skill or knowledge*, and there is a *special relationship* between the parties such that he knew or ought to have known that the other would rely on his statement, and the other *reasonably relied* on it and suffered loss as a result of it being made without reasonable care.

A statement made on a purely *social or casual* occasion, or in circumstances where no reasonable person would expect it to be relied on, does not give rise to such liability.

- Q25.** An investment adviser, consulted professionally by a client, carelessly tells him that a certain company is financially sound. Relying on this, the client invests in the company and loses his money. Applying the principle, is the adviser liable?
- (A) Not liable, because the advice turned out to be honest, though wrong.
 - (B) Liable, because he claimed special skill, there was a special relationship, he knew the client would rely, and the client reasonably relied and suffered loss.
 - (C) Not liable, because investment always carries risk.
 - (D) Liable, because he intended to deceive the client.
- Q26.** At a dinner party, a guest casually asks another guest, who happens to be an accountant, for an off-hand opinion about a share. The accountant gives a careless offhand answer; the guest relies on it and loses money. Applying the principle, is the accountant liable?
- (A) Liable, because the accountant has special skill.
 - (B) Liable, because the guest lost money.
 - (C) Liable, because the accountant was wrong.
 - (D) Not liable, because the statement was made on a purely social, casual occasion where no reasonable person would expect it to be relied on.
- Q27.** An engineer carelessly makes a statement to X. Y, a stranger with whom the engineer has no relationship and of whose very existence he is unaware, happens to learn of the statement, acts on it, and loses money. Applying the principle, is the engineer liable to Y?



- (A) Liable, because the engineer's statement was careless.
- (B) Liable, because Y in fact relied on it.
- (C) Not liable, because there was no special relationship and the engineer neither knew nor ought to have known that Y would rely on the statement.
- (D) Liable, because an expert is answerable to everyone.

Q28. A valuer is engaged by a buyer to value a house before purchase. He carelessly overstates its value; the buyer, relying on the valuation, pays far too much for the house. Applying the principle, is the valuer liable?

- (A) Not liable, because house prices are always uncertain.
- (B) Not liable, because the valuer was honest.
- (C) Liable, because the valuer with special skill, in a special relationship, knew the buyer would rely on the valuation, and the buyer reasonably relied and suffered loss.
- (D) Liable, because he set out to cheat the buyer.

Q29. A tax consultant, consulted professionally, honestly but carelessly misstates a client's tax liability. The client relies on it and is landed with a penalty. The consultant says he cannot be liable because he was honest and never meant to mislead. Applying the principle, is he liable?

- (A) Not liable, because he was honest and did not intend to mislead.
- (B) Liable, because liability can arise from a statement made carelessly even though honestly, where the other reasonably relied on it and suffered loss.
- (C) Not liable, because only a dishonest statement can ever give rise to liability.
- (D) Not liable, because tax matters are always uncertain.

Q30. A man with no special knowledge of cars is casually asked by a friend in the street whether a second-hand car "looks fine". He offhandedly says



it does; the friend buys the car and it turns out to be defective. Applying the principle, is the man liable?

- (A) Liable, because his statement was careless.
- (B) Liable, because the friend relied on him and lost money.
- (C) Liable, because he should have examined the car.
- (D) Not liable, because he claimed no special skill and spoke on a casual occasion where no reasonable person would expect his offhand remark to be relied on.



Detailed Solutions

Q1.

Solution

Principle applied: An act otherwise a tort is excused where reasonably done under an urgent necessity to save life, using proportionate harm.

Application to the facts: The ship was sinking in a storm, a real and pressing danger to the lives on board. Throwing part of the cargo overboard to lighten the vessel was reasonably done to meet that danger. The harm to the cargo was proportionate to the far greater harm of losing lives. So the defence of necessity protects the captain.

Why the other options are wrong:

- Option A: That the cargo belonged to another is exactly the situation necessity is meant to excuse.
- Option C: The principle does not let a captain do “whatever he pleases”; the act must be a proportionate response to a necessity.
- Option D: Wastefulness is beside the point; the jettison was justified by the emergency.

Final Answer: Urgent necessity to save life, proportionate harm ⇒ **B**

Answer: (B) [Go Back to Q1](#)

Q2.

Solution

Principle applied: Damage done reasonably and proportionately under an urgent necessity to prevent a greater harm is not actionable.

Application to the facts: A fire was spreading down a row of houses, a real and pressing danger. Pulling down the wooden shed created a gap to stop the fire reaching the houses beyond. The loss of one shed was proportionate to the greater harm of the fire spreading further. Acting reasonably in the emergency, the man is protected.

Why the other options are wrong:

- Option A: Destroying another’s property is precisely what necessity can excuse.
- Option B: An urgent emergency does not allow time to seek permission, and



the principle does not require it.

- Option C: The principle does not permit destroying a neighbour's property "always"; only where necessity and proportion are met.

Final Answer: Reasonable, proportionate act to stop the fire ⇒

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

Q3.

Solution

Principle applied: The defence of necessity is not available where the danger was brought about by the defendant's own negligence or wrongful act.

Application to the facts: The man himself carelessly started the fire that then flared up. The very danger he now points to was created by his own careless act. The principle denies the defence to a person who created the danger. So he cannot rely on necessity for breaking in and causing damage.

Why the other options are wrong:

- Option B: A good intention to put out the fire does not restore a defence lost by his own negligence.
- Option C: Necessity does not "always" excuse fire-fighting damage; it fails where the actor caused the danger.
- Option D: Failing to knock is not the operative reason; the reason is that he created the danger himself.

Final Answer: Danger created by his own careless act ⇒

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

Q4.

Solution

Principle applied: Necessity does not protect harm that is excessive or out of proportion to the threat sought to be avoided.

Application to the facts: The only threat was a goat nibbling the edge of a hedge, a trivial danger. The man beat the goat so severely that it died. Killing the goat was harm far out of proportion to that trivial threat. Because the harm was excessive, the defence fails and he is liable.

Why the other options are wrong:



- Option A: Protecting a hedge does not justify killing the animal; the response must be proportionate.
- Option B: Necessity does not cover “any harm” to protect property; only proportionate harm.
- Option D: Whether goats are harmless is not the point; the point is the gross disproportion of the harm done.

Final Answer: Harm grossly excessive for the threat ⇒

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

Q5.

Solution

Principle applied: An act otherwise a tort is excused where reasonably done under an urgent necessity to save a life from a real and pressing danger.

Application to the facts: The victim was unconscious and bleeding heavily, in real and pressing danger to his life. There was no time to obtain consent, and the operation was urgently needed to save him. The operation was a reasonable and proportionate response to that danger. So the doctor is protected by necessity.

Why the other options are wrong:

- Option A: Operating without consent is the very act that necessity excuses in a life-threatening emergency.
- Option C: The principle does not require waiting for permission where an urgent necessity to save life exists.
- Option D: Doctors are not immune from all liability; here the act is excused specifically by necessity.

Final Answer: Urgent operation reasonably needed to save life ⇒

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

Q6.

Solution

Principle applied: A reasonable, proportionate act done under an urgent necessity to save a life is not actionable, even if some harm results.

Application to the facts: The stranger was moments from being run over, a real and imminent danger to his life. Dragging him clear was the only way to save him



in the instant available. The sprained arm was a minor, incidental harm, far less than the death avoided. So the bystander is protected.

Why the other options are wrong:

- Option B: An emergency leaves no time to ask, and the principle does not require it.
- Option C: The sprain was a proportionate, incidental result of a life-saving act, not an actionable wrong.
- Option D: The principle does not let bystanders do “whatever they like”; the act is justified specifically by the necessity to save life.

Final Answer: Proportionate life-saving act under necessity ⇒

Answer: (A) [Go Back to Q6](#)

Q7.

Solution

Principle applied: An agreement restraining a person from exercising any lawful trade is void, and a general, unlimited restraint is void even if freely agreed to.

Application to the facts: The promise bars the employee from any trade or employment of any kind. It has no limit of place or time, extending across the whole country for life. This is a general, unlimited restraint on his freedom to earn a livelihood. Such a restraint is void even though he agreed to it.

Why the other options are wrong:

- Option A: Free consent does not save a restraint of trade; a person cannot bargain away this freedom.
- Option B: The desire of an employer to protect himself does not make a general restraint valid.
- Option D: Putting the restraint in writing does not cure its invalidity.

Final Answer: General, unlimited restraint on trade is void ⇒

Answer: (C) [Go Back to Q7](#)



Q8.

Solution

Principle applied: A seller of goodwill may agree not to carry on a like business within reasonable local limits while the buyer carries it on there; such an agreement is valid.

Application to the facts: A sold his bakery together with its goodwill to B. He agreed not to run a bakery within the same small town, and B carries on the bakery there. The court found the local limit reasonable. The agreement falls squarely within the recognised exception, so it is valid.

Why the other options are wrong:

- Option A: Not all restraints are void; the goodwill exception is expressly recognised.
- Option B: The principle does not say A “can never” give up baking; a reasonable restraint tied to a goodwill sale is valid.
- Option C: The exception is confined to a like business within reasonable local limits, not “any business anywhere”.

Final Answer: Goodwill sale with reasonable local limits ⇒ **D**

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

Q9.

Solution

Principle applied: A person cannot bargain away his freedom to carry on a lawful trade, even by his own consent, and such a restraint is void.

Application to the facts: One shopkeeper agrees to close his shop forever so the other faces no competition. This wholly restrains him from carrying on his lawful trade. The payment of money and his own agreement do not save it. Being a restraint of trade outside any recognised exception, it is void.

Why the other options are wrong:

- Option A: Being paid to close does not make a general restraint of trade valid.
- Option C: Mutual agreement cannot cure a restraint on the freedom to trade.
- Option D: That the two were competitors is irrelevant; the flaw is the restraint on lawful trade itself.

Final Answer: Freedom to trade cannot be bargained away ⇒ **B**



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

Q10.

Solution

Principle applied: A restraint tied to the sale of goodwill is valid only within limits the court finds reasonable; a restraint far exceeding what is reasonable is void.

Application to the facts: A sold the goodwill of a small local sweet shop. He agreed not to run any sweet shop anywhere in the country. A nationwide bar goes far beyond the local limits that could be reasonable for such a small shop. Because the limits are not reasonable, the restraint is void to that extent.

Why the other options are wrong:

- Option A: Selling the goodwill does not by itself validate a restraint of unreasonable width.
- Option C: A wider restraint is not “better”; the exception is confined to reasonable limits.
- Option D: Goodwill of a sweet shop certainly can be sold; the flaw is the excessive width of the restraint.

Final Answer: Nationwide bar exceeds reasonable limits ⇒ **B**

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

Q11.

Solution

Principle applied: The goodwill exception holds only so long as the buyer (or one deriving title from him) carries on a like business there.

Application to the facts: A sold the goodwill of his tailoring business to B and agreed not to compete locally. B has since shut the business down entirely and no longer carries it on. The condition for the exception, that the buyer carries on a like business there, is no longer met. So B can no longer enforce the restraint against A.

Why the other options are wrong:

- Option C: A past agreement does not survive once the buyer stops carrying on the business.



- Option B: The general rule against restraint of trade means the promise is not enforceable once the condition fails.
- Option D: A did in fact sell the goodwill; the reason it fails is that B has stopped carrying on the business.

Final Answer: Buyer no longer carries on the business ⇒

[Go Back to Q11](#)

Q12.

Solution

Principle applied: A seller of goodwill may bind himself not to run a like business within reasonable local limits while the buyer carries it on there; such an agreement is valid.

Application to the facts: A sold his garage and its goodwill to B. He agreed not to open a garage within the same district, and B still runs a garage there. The district limit was found reasonable. Every part of the recognised exception is satisfied, so the agreement is valid.

Why the other options are wrong:

- Option B: Not every restraint is void; the goodwill exception makes this one valid.
- Option C: A is restrained only within reasonable local limits, not from earning a living generally.
- Option D: The large sum paid is not the operative reason; the exception applies because the restraint is a reasonable local one tied to the goodwill sale.

Final Answer: Reasonable local restraint tied to goodwill sale ⇒

[Go Back to Q12](#)

Q13.

Solution

Principle applied: Enticing a male minor under sixteen out of his lawful guardian's keeping without the guardian's consent is kidnapping from lawful guardianship.

Application to the facts: The boy was fifteen, a male minor under sixteen. A



enticed him away from his father's home, and the father is his lawful guardian. The father did not consent to the boy being taken. So the offence is made out.

Why the other options are wrong:

- Option B: The consent of the minor himself is immaterial and is no defence.
- Option C: The accused's motive, here employment, is irrelevant to whether the offence is committed.
- Option D: The offence is complete on the taking without consent; there is no need for later confinement.

Final Answer: Male minor under sixteen taken without guardian's consent ⇒

[Go Back to Q13](#)

Q14.

Solution

Principle applied: A female under eighteen is a minor, and her own consent is immaterial; taking her out of the guardian's keeping without the guardian's consent is the offence.

Application to the facts: The girl was seventeen, a female minor under eighteen. She was taken out of her mother's keeping, and the mother is her lawful guardian. The mother did not consent. That the girl herself went willingly is immaterial, so the offence is committed.

Why the other options are wrong:

- Option A: The minor's own consent is expressly immaterial and no defence.
- Option B: A female under eighteen is a minor under the principle, whatever her own view.
- Option C: Force is not required; enticing or taking without the guardian's consent is enough.

Final Answer: Female minor's own consent is immaterial ⇒

[Go Back to Q14](#)



Q15.

Solution

Principle applied: The offence protects only a minor (a female under eighteen) or a person of unsound mind; a person over eighteen is not a minor.

Application to the facts: The woman was nineteen years old. A female is a minor only if under eighteen. Being over eighteen, she is not a minor within the principle. So there is no kidnapping from lawful guardianship.

Why the other options are wrong:

- Option A: Simply leaving with her does not make it an offence when she is not a minor.
- Option B: The absence of the parents' consent is irrelevant once she is no longer a minor.
- Option D: Y's intention to marry is not the reason; the reason is that she is over eighteen.

Final Answer: Over eighteen, so not a minor ⇒

[Go Back to Q15](#)

Q16.

Solution

Principle applied: The offence is complete once the minor is enticed out of the guardian's keeping without consent; the accused's motive is generally irrelevant.

Application to the facts: The girl was fourteen, a female minor under eighteen. A enticed her out of her lawful guardian's keeping without consent. The offence was complete at that moment. His claimed kind motive of giving her a better education does not undo the offence.

Why the other options are wrong:

- Option B: A good motive is generally irrelevant to whether the offence is committed.
- Option C: The benefit of education does not cancel the enticing away without the guardian's consent.
- Option D: A demand for money is not required; the offence is complete on the enticing itself.

Final Answer: Offence complete on enticing; motive irrelevant ⇒



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

Q17.

Solution

Principle applied: Taking a person of unsound mind out of the keeping of his lawful guardian, without the guardian's consent, is kidnapping from lawful guardianship.

Application to the facts: The person taken was of unsound mind, whom the principle expressly protects. X took him out of the keeping of his lawful guardian. The guardian did not consent. So the offence is made out even though the person is an adult.

Why the other options are wrong:

- Option B: Adulthood does not matter for a person of unsound mind, who is covered by the principle.
- Option C: The offence is not confined to children; it expressly extends to a person of unsound mind.
- Option D: Whether that person objected is immaterial; the offence turns on the lack of the guardian's consent.

Final Answer: Unsound-mind person taken without guardian's consent ⇒

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

Q18.

Solution

Principle applied: The offence requires that the minor be taken *without* the consent of the lawful guardian; if the guardian consents, the minor is not taken out of lawful guardianship.

Application to the facts: The boy is fifteen, a minor, but his father is his lawful guardian. The father gave written consent to A taking the boy on the trip. Since the guardian consented, the boy was not taken out of lawful guardianship without consent. So no offence is committed.

Why the other options are wrong:

- Option A: Taking a minor is an offence only without the guardian's consent, which was given here.
- Option B: Merely leaving home with consent is not the offence.



- Option C: The boy's own agreement is not the operative point; the decisive fact is the guardian's consent.

Final Answer: Taken with the lawful guardian's consent ⇒

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

Q19.

Solution

Principle applied: Denial of access to a shop on the ground of untouchability is forbidden and punishable, and the protection operates even against private individuals.

Application to the facts: The shopkeeper is a private individual, but the principle binds private persons too. He refused to sell his goods to the customer. The refusal was solely on the ground of untouchability. Such a denial of access to a shop is an offence.

Why the other options are wrong:

- Option A: A private shopkeeper may not refuse on the ground of untouchability; the ban applies to him.
- Option B: The protection is not confined to the State; it can be enforced horizontally against private persons.
- Option D: Whether money changed hands is irrelevant; the denial of access itself is the offence.

Final Answer: Denial of shop access on untouchability, horizontal ⇒

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

Q20.

Solution

Principle applied: The enforcement of any disability arising out of untouchability is an offence punishable in accordance with law.

Application to the facts: The village council barred certain persons from drawing water at the common well. This was imposed on them on the ground of untouchability. It is the enforcement of a disability arising out of untouchability. So it is an offence.

Why the other options are wrong:



- Option A: A council's power to make rules does not extend to enforcing an untouchability-based disability.
- Option C: The scarcity of well water is no justification for a disability imposed on the ground of untouchability.
- Option D: The offence does not depend on the council being a State body; the ban binds any person.

Final Answer: Enforcing a disability from untouchability ⇒ **B**

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

Q21.

Solution

Principle applied: What is forbidden is denial or disability imposed *on the ground of untouchability*; a refusal for a wholly unrelated reason is outside the principle.

Application to the facts: The hotel turned the guest away for an earlier unpaid bill. That reason has nothing to do with untouchability. The principle strikes only at denials made on the ground of untouchability. So this refusal is not an offence under the principle.

Why the other options are wrong:

- Option A: Mere refusal of service is not enough; it must be on the ground of untouchability.
- Option B: The principle does not require that everyone be served regardless of reason.
- Option C: Refusal of service is not “always” forbidden; only when grounded in untouchability.

Final Answer: Refusal not on the ground of untouchability ⇒ **D**

Answer: (D) [Go Back to Q21](#)

Q22.

Solution

Principle applied: The ban on untouchability can be enforced horizontally against any private person, and denial of access to a public place on that ground is punishable.

Application to the facts: The restaurant owner refused entry to a person on the



ground of untouchability. He argues the ban binds only the government, but the principle applies to private persons too. A restaurant open to the public is a public place, and denial of access there on this ground is forbidden. So his argument fails and the refusal is an offence.

Why the other options are wrong:

- Option A: That the restaurant is private property does not take it outside the horizontal ban.
- Option C: The sincerity of his beliefs is no defence to enforcing untouchability.
- Option D: The availability of other places to eat does not excuse the forbidden denial of access.

Final Answer: Horizontal ban reaches the private owner ⇒ B

Answer: (B) [Go Back to Q22](#)

Q23.

Solution

Principle applied: Any denial of a service on the ground of untouchability is forbidden and punishable.

Application to the facts: The barber offers a service, cutting hair. He refused that service to the person solely on the ground of untouchability. Denial of a service on this ground is an offence. So the barber's refusal is punishable.

Why the other options are wrong:

- Option A: A barber may not choose customers so as to deny a service on the ground of untouchability.
- Option B: Whether haircuts are "essential" is irrelevant; denial of any service on this ground is forbidden.
- Option D: Offering to serve on another day does not cure a refusal made on the ground of untouchability.

Final Answer: Denial of a service on untouchability ⇒ C

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



Q24.

Solution

Principle applied: The imposition of a disability on a person, on the ground of untouchability, is forbidden and punishable.

Application to the facts: At a public office the person was made to use a separate back door and a separate cup. These separate arrangements were imposed on him on the ground of untouchability. This is the imposition of a disability arising out of untouchability. So it is an offence.

Why the other options are wrong:

- Option B: Being “allowed inside” does not cure a disability imposed on the ground of untouchability.
- Option C: Separate arrangements on this ground are themselves the forbidden disability, not something harmless.
- Option D: The offence is not limited to outright refusal of entry; imposing such a disability is enough.

Final Answer: Disability imposed on the ground of untouchability ⇒

[Go Back to Q24](#)

Q25.

Solution

Principle applied: A person with special skill may be liable for a careless statement where a special relationship exists, he knew the other would rely, and the other reasonably relied and suffered loss.

Application to the facts: The investment adviser has, and claims, special skill in financial matters. He was consulted professionally, creating a special relationship in which he knew the client would rely. He carelessly said the company was sound; the client reasonably relied on that advice. The client invested and lost his money, so all the elements are satisfied.

Why the other options are wrong:

- Option A: Honesty does not save a statement made carelessly; liability can arise even for an honest careless statement.
- Option C: The general risk of investment does not excuse advice given without reasonable care.
- Option D: Liability here does not require an intention to deceive; careless-



ness in the special relationship suffices.

Final Answer: Careless expert advice reasonably relied on ⇒ B

Answer: (B) [Go Back to Q25](#)

Q26.

Solution

Principle applied: A statement made on a purely social or casual occasion, where no reasonable person would expect it to be relied on, does not give rise to liability.

Application to the facts: The remark was made at a dinner party, a purely social occasion. The guest asked only for an off-hand opinion, and the answer was offhand. In such casual circumstances no reasonable person would expect the remark to be relied on. So no liability arises, even though the accountant has skill.

Why the other options are wrong:

- Option A: Possessing special skill is not enough; the setting was social and casual, so no duty arose.
- Option B: The loss alone does not create liability where the statement was made casually.
- Option C: That the answer was wrong is not decisive; the social, casual occasion defeats liability.

Final Answer: Purely social, casual occasion ⇒ D

Answer: (D) [Go Back to Q26](#)

Q27.

Solution

Principle applied: Liability requires a special relationship in which the maker knew or ought to have known that the particular claimant would rely on the statement.

Application to the facts: The engineer made his statement to X, not to Y. Y was a stranger with whom the engineer had no relationship and of whose existence he was unaware. The engineer neither knew nor ought to have known that Y would rely on the statement. Without that special relationship and foreseeable reliance, there is no liability to Y.

Why the other options are wrong:



- Option A: Carelessness alone is not enough; a special relationship with the claimant is required.
- Option B: That Y in fact relied does not help where his reliance was not one the engineer could have known of.
- Option D: An expert is not answerable to “everyone”; liability is confined to those in a special relationship who were expected to rely.

Final Answer: No special relationship or foreseeable reliance ⇒ C

Answer: (C) [Go Back to Q27](#)

Q28.

Solution

Principle applied: A person with special skill, in a special relationship where he knew the other would rely, is liable for a careless statement reasonably relied on that causes loss.

Application to the facts: The valuer has special skill and was engaged by the buyer to value the house. This created a special relationship in which he knew the buyer would rely on the valuation. He carelessly overstated the value, and the buyer reasonably relied on it. The buyer overpaid and suffered loss, so all the elements are met.

Why the other options are wrong:

- Option B: Honesty does not save a valuation made without reasonable care.
- Option A: General uncertainty in house prices does not excuse a careless overvaluation relied on.
- Option D: An intention to cheat is not required; a careless statement in this relationship is enough.

Final Answer: Careless valuation reasonably relied on, causing loss ⇒ C

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

Q29.

Solution

Principle applied: Liability can arise from a statement made carelessly even though honestly, and so not fraudulently, where the other reasonably relied on it and suffered loss.



Application to the facts: The tax consultant has special skill and was consulted professionally. He honestly but carelessly misstated the client's tax liability. The client reasonably relied on that statement and was landed with a penalty. Honesty is no answer; the careless statement relied on makes him liable.

Why the other options are wrong:

- Option A: Honesty and lack of intent to mislead do not excuse a careless statement in a special relationship.
- Option C: The principle expressly covers honest but careless statements; dishonesty is not required.
- Option D: General uncertainty in tax matters does not excuse advice given without reasonable care.

Final Answer: Honest but careless statement reasonably relied on ⇒

[Go Back to Q29](#)

Q30.

Solution

Principle applied: There is no liability where the maker claims no special skill and speaks on a casual occasion where no reasonable person would expect the remark to be relied on.

Application to the facts: The man has no special knowledge of cars and claimed none. He was asked casually in the street and gave only an offhand remark that the car "looks fine". In such casual circumstances no reasonable person would expect the remark to be relied on. So he is not liable when the car turns out defective.

Why the other options are wrong:

- Option A: Carelessness alone is not enough; here there was neither special skill nor a setting inviting reliance.
- Option B: The friend's reliance and loss do not create liability for an offhand casual remark by a non-expert.
- Option C: He was under no duty to examine the car, having claimed no special skill and spoken casually.

Final Answer: No special skill, casual occasion ⇒

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Answer Key

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

