

CLAT Legal Reasoning

Sample Paper – 9

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 occupier of premises owes a duty to take reasonable care to see that a *lawful visitor*, that is, a person who enters with the occupier's express or implied permission, will be reasonably safe in using the premises for the purpose for which he is invited or permitted to be there. This duty is one of *reasonable care* only, and not a guarantee that no harm will ever occur.

The occupier can discharge this duty by giving an *adequate warning* of a danger that is not obvious. A much lower duty is owed to a *trespasser*, namely only not to cause him



harm wilfully or recklessly. Finally, the occupier is not liable for a risk that the visitor, knowing and understanding it, *willingly accepted*.

- Q1.** The owner of a restaurant leaves an unlit stairwell with a missing step and no warning sign anywhere near it. A customer, walking to the wash-room, cannot see the gap in the dark and falls, breaking her ankle. Applying the principle, is the owner liable?
- (A) Liable, because he owed the customer a duty of reasonable care and failed to warn her of a hidden danger, so she was not reasonably safe.
 - (B) Not liable, because the customer should have carried her own torch.
 - (C) Not liable, because an occupier guarantees nothing to anyone.
 - (D) Liable only if he intended the customer to fall and hurt herself.
- Q2.** At night a man climbs over a locked wall into a factory yard, meaning to steal metal. He trips over machinery lawfully kept in the yard and is injured. The occupier did nothing wilful or reckless to harm him. Applying the principle, is the occupier liable?
- (A) Liable, because the machinery had been left standing in the yard.
 - (B) Liable, because every person who enters must be kept safe.
 - (C) Not liable, because to a trespasser the occupier owes only a duty not to cause harm wilfully or recklessly, and he did neither.
 - (D) Not liable, because trespassers can never suffer any injury in law.
- Q3.** A hotel puts up a clear, well-lit sign reading “Freshly varnished floor — wet and slippery, please use the side passage” and ropes off the wet area. A guest reads the sign, steps over the rope onto the wet floor anyway, and slips. Applying the principle, is the hotel liable?
- (A) Liable, because a guest was injured on the premises.
 - (B) Liable, because a person who slips is entitled to compensation.



- (C) Not liable, because it gave an adequate warning of the danger, so it took reasonable care and discharged its duty.
- (D) Not liable, because hotels owe no duty to their guests.

Q4. The owner of a public park has every tree inspected regularly by a qualified arborist. A healthy-looking branch with a hidden internal rot, which no reasonable inspection could have revealed, suddenly falls on a visitor. Applying the principle, is the owner liable?

- (A) Liable, because the branch was growing on his land.
- (B) Liable, because an occupier guarantees that no harm will come to a visitor.
- (C) Not liable, because visitors enter parks at their own risk in every case.
- (D) Not liable, because he took the reasonable care expected of him, and the duty is one of reasonable care, not a guarantee against all harm.

Q5. A visitor to an adventure park is clearly told that one particular zip-line is closed as unsafe, and he signs a form stating that he understands and accepts the risk of using it. He rides it anyway and is injured. Applying the principle, is the park liable?

- (A) Not liable, because the visitor, knowing and understanding the risk, willingly accepted that very risk.
- (B) Liable, because the zip-line stood on the park's premises.
- (C) Liable, because a visitor's acceptance of a risk counts for nothing in law.
- (D) Not liable, because adventure parks never owe any duty at all.

Q6. A customer is invited into the public dining area of a restaurant. He slips past a door marked "Staff only — no entry" into the kitchen boiler room and is scalded by a pipe there. Applying the principle, is the restaurant liable?

- (A) Liable, because he was a paying customer of the restaurant.



- (B) Liable, because the boiler pipe was hot enough to scald.
- (C) Not liable, because customers can never recover for burns.
- (D) Not liable, because the duty is to keep the visitor reasonably safe for the purpose for which he is invited, and he went into a staff-only area beyond that purpose.

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: Where a person lawfully does something for another, or delivers something to him, *not intending to do so gratuitously*, and that other person enjoys the benefit of it, the latter is bound to make *compensation* to the former in respect of, or to restore, the thing so done or delivered. Likewise, a person to whom money has been paid, or a thing delivered, *by mistake or under coercion*, must repay the money or return the thing. No such obligation arises where the act or delivery was intended to be *gratuitous*, that is, a gift. Nor does it arise where a benefit was simply *thrust upon* a person who had no choice to accept or reject it.

- Q7.** A firewood supplier lawfully delivers a load of firewood to B's house, expecting payment and not meaning it as a gift. B, who knows the firewood was not sent free, burns all of it through the winter. Applying the principle, must B pay?
- (A) Yes, because the supplier delivered the firewood non-gratuitously and B enjoyed the benefit of it.
 - (B) No, because B never signed any contract for the firewood.
 - (C) No, because the firewood was simply left at B's house.
 - (D) Yes, but only if B had promised in writing to pay for it.
- Q8.** Believing that he still owes B a debt of Rs 10,000, A pays B that sum. In truth the debt had already been fully cleared earlier, and B is aware of this. Applying the principle, must B repay the Rs 10,000?
- (A) No, because money once handed over can never be recovered.



- (B) Yes, because money paid to a person by mistake must be returned by him.
- (C) No, because A handed over the money of his own accord.
- (D) Yes, but only if A can prove B was dishonest from the very beginning.
- Q9.** Meaning it purely as a birthday gift for B, A sends a fine hamper to B's home, and B accepts it as such. Some weeks later A changes his mind and demands the price of the hamper. Applying the principle, must B pay?
- (A) Yes, because B received and kept the hamper.
- (B) Yes, because B must pay the market value of what he received.
- (C) No, because the hamper was intended as a gift, and no obligation to pay arises for something done gratuitously.
- (D) No, but only because the hamper was an inexpensive one.
- Q10.** While B is away on a long trip, a painter, without being asked and giving B no chance to say yes or no, paints the whole outside of B's house. On his return B, who never wanted it painted, is presented with a bill. Applying the principle, must B pay?
- (A) Yes, because B's house now looks better than before.
- (B) Yes, because B must pay the painter's usual charge for the work.
- (C) Yes, at least half the cost, to be fair to the painter.
- (D) No, because the benefit was merely thrust upon B, who had no chance to accept or reject it.
- Q11.** B wrongfully refuses to release A's goods, which he is holding, unless A first pays him a sum to which B is not entitled. To get his goods back, A pays that sum, but only because of the pressure. Applying the principle, must B return the money?
- (A) No, because A physically handed the money to B.
- (B) Yes, because money paid under coercion must be repaid.



- (C) No, because A did not protest loudly enough when he paid.
- (D) Yes, but only after A first obtains an order from a court.

Q12. A courier company, by mistake, leaves at B's door an expensive watch that was meant for a different customer. B realises at once that the watch is not his and was never ordered by him. Applying the principle, must B return the watch?

- (A) No, because the watch was delivered to B's own door.
- (B) No, because B had not asked for the watch.
- (C) Yes, because a thing delivered to a person by mistake must be re-stored by him.
- (D) No, provided the courier company does not notice the error within a week.

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: A person commits *extortion* who intentionally puts any person in *fear of injury* to that person or to any other, and thereby *dishonestly induces* the person so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security. The essence is that the victim's consent to part with the property is obtained wrongfully, by putting him in fear.

This distinguishes extortion from *theft*, where property is taken without any consent at all. There must be a real fear of injury that *actually induces* the delivery; a delivery not caused by any such fear is not extortion.

Q13. X stops Y in a lonely lane and threatens to beat him badly unless Y hands over his gold chain. Frightened, Y takes off the chain and gives it to X. Applying the principle, has X committed extortion?

- (A) No, because Y himself took off the chain and handed it over.
- (B) No, because X did not display any weapon.
- (C) Extortion only if X actually strikes Y before taking the chain.



(D) Yes, because X put Y in fear of injury and thereby dishonestly induced him to deliver the chain.

Q14. While Y is fast asleep on a train, X quietly slips his hand into Y's pocket and removes his wallet, without Y ever waking or knowing. Applying the principle, has X committed extortion?

(A) Yes, because Y has lost his property.

(B) Yes, because X acted dishonestly in taking the wallet.

(C) No, because Y was never put in fear and delivered nothing; the wallet was simply taken without his consent.

(D) Yes, because taking another's property is always extortion.

Q15. X shouts a threat of injury at Y and demands money. Y, who is not the least bit afraid of X, hands over a small sum only because he pities X, and not out of any fear. Applying the principle, has X committed extortion?

(A) Yes, because X uttered a threat of injury to Y.

(B) Yes, because money in fact passed from Y to X.

(C) Yes, because X clearly intended to frighten Y.

(D) No, because the delivery was not caused by any fear; Y parted with the money freely and not out of fear.

Q16. X threatens to injure Y's young child unless Y signs and hands over a bond promising to pay X a large sum. In fear for his child, Y signs the bond and gives it to X. Applying the principle, has X committed extortion?

(A) Yes, because X put Y in fear of injury to his child and thereby dishonestly induced Y to deliver a signed valuable security.

(B) No, because the threatened injury was to the child, not to Y himself.

(C) No, because a signed paper is not property at all.

(D) Extortion only if the child is in fact harmed afterwards.

Q17. X is genuinely owed Rs 5,000 by Y under an honest debt. X politely reminds Y of it and asks him to repay, making no threat of any kind, and



Y, without any fear, repays the Rs 5,000. Applying the principle, has X committed extortion?

- (A) Yes, because X asked Y for money.
- (B) Yes, because Y parted with Rs 5,000.
- (C) No, because Y was not put in any fear and X was not acting dishonestly; the payment flowed from a lawful demand.
- (D) Yes, because any demand for money amounts to extortion.

Q18. X threatens to injure Y unless Y hands over a blank stamped paper bearing Y's signature, which could later be written up into a bond. In fear, Y hands it over. Applying the principle, has X committed extortion?

- (A) No, because a blank signed paper has no value as yet.
- (B) Yes, because X put Y in fear of injury and induced him to deliver a signed paper that may be converted into a valuable security.
- (C) No, because Y could simply have refused to hand it over.
- (D) Extortion only if the paper had already been completed into a finished bond.

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: A person who is arrested must be *informed, as soon as may be, of the grounds of his arrest; must be allowed to consult, and to be defended by, a legal practitioner of his choice; and must be produced before the nearest magistrate within twenty-four hours of the arrest, excluding the time needed for the journey, and cannot be detained beyond that period without the authority of a magistrate.*

These particular protections do not apply to a person who is an enemy alien. Further, the protections as to the grounds of arrest and the lawyer do not apply to a person arrested under a law providing for preventive detention.

Q19. The police arrest a man and, though he repeatedly asks why, refuse to tell him the reason for his arrest for three whole days. Applying the principle, has his protection been breached?



- (A) Yes, because an arrested person must be informed, as soon as may be, of the grounds of his arrest.
- (B) No, because the police may keep the grounds secret as long as they wish.
- (C) No, because he was given food while in custody.
- (D) Yes, but only if he had asked for the grounds in writing.

Q20. The police arrest an ordinary suspect and keep him in the lock-up for four days without producing him before any magistrate, though the nearest court is close by. Applying the principle, has his protection been breached?

- (A) No, because the police needed the extra time to investigate.
- (B) No, because four days is a fairly short period.
- (C) Yes, because he must be produced before the nearest magistrate within twenty-four hours and cannot be detained longer without a magistrate's authority.
- (D) Yes, but only if he turns out to be innocent.

Q21. An arrested person asks to consult and be defended by a lawyer of his own choosing, but the police flatly refuse to let him see any lawyer at all. Applying the principle, has his protection been breached?

- (A) Yes, because he must be allowed to consult, and to be defended by, a legal practitioner of his choice.
- (B) No, because the police are free to choose a lawyer for him.
- (C) No, because lawyers only cause delay in such matters.
- (D) Yes, but only if he is unable to afford a lawyer himself.

Q22. During a war with a neighbouring country, an enemy alien is arrested and claims the protections given to arrested persons, including being told the grounds and having a lawyer of his choice. Applying the principle, can he claim them?



- (A) Yes, he is fully protected exactly like a citizen.
- (B) Yes, because he was arrested on Indian soil.
- (C) Yes, because he asked for a lawyer of his choice.
- (D) No, because these particular protections do not apply to a person who is an enemy alien.

Q23. A person is arrested under a law providing for preventive detention and at once demands, on the basis of these protections, to be told the grounds and to be defended by a lawyer of his choice immediately. Applying the principle, can he claim these particular protections?

- (A) Yes, because the right to a lawyer is absolute for every arrested person.
- (B) Yes, because preventive detention is exactly the same as any other arrest.
- (C) No, because the protections as to the grounds and a lawyer do not apply to a person arrested under a preventive detention law.
- (D) Yes, and he must be set free immediately for having asked.

Q24. A man is arrested in a remote hill village. Because the journey to the nearest magistrate genuinely takes ten hours, he is produced about thirty hours after arrest, though the time in custody apart from the journey is under twenty-four hours. Applying the principle, has his protection been breached?

- (A) Yes, because more than twenty-four hours passed in all before he was produced.
- (B) No, because the twenty-four-hour period excludes the time needed for the journey to the magistrate.
- (C) Yes, because he ought to have been flown to the court by helicopter.
- (D) No, because a person arrested in a remote place needs no magistrate at all.

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 commits the tort of *deceit* when he makes a *false representation of fact* to another, knowing it to be false, or without belief in its truth, or *recklessly* not caring whether it is true or false, intending that the other should act upon it, and the other does *act upon it* and thereby suffers damage.

A statement of mere *opinion or intention*, or a representation that the maker *honestly believed to be true on reasonable grounds*, is not deceit. The false statement must actually have been *relied upon* by the plaintiff and must have caused him loss.

- Q25.** A seller tells a buyer that a used car has never been in any accident, though he knows it was rebuilt after a serious crash. The buyer believes him, buys the car, and later finds it is worth far less than he paid. Applying the principle, has the seller committed deceit?
- (A) Yes, because the seller knowingly made a false statement of fact, intending the buyer to rely on it, and the buyer did rely and suffered loss.
 - (B) No, because the buyer should have inspected the car himself.
 - (C) No, because buying a used car is a risky matter in any case.
 - (D) Yes, but only if the seller had also forged the car's documents.
- Q26.** A dealer tells a buyer that a painting is a genuine original, honestly believing this on the strength of a certificate from a reputable expert whom he had every reason to trust. The painting later turns out to be a forgery. Applying the principle, has the dealer committed deceit?
- (A) Yes, because the statement turned out to be false.
 - (B) Yes, because the buyer lost his money on the painting.
 - (C) No, because the dealer honestly believed the statement to be true on reasonable grounds.
 - (D) Yes, because he ought to have been even more careful before speaking.



- Q27.** A tea-seller tells a customer, “In my opinion this is the finest tea in the whole town.” The customer buys it and finds it to be quite ordinary tea. Applying the principle, has the seller committed deceit?
- (A) Yes, because the tea turned out to be ordinary.
 - (B) No, because this was a statement of mere opinion, not a false statement of fact.
 - (C) Yes, because the customer was disappointed by the tea.
 - (D) Yes, because a seller must always turn out to be right.
- Q28.** A landlord falsely tells a prospective tenant that a building’s roof is brand new. The tenant pays the remark no attention and agrees to rent only after his own architect independently certifies the whole building. Applying the principle, has the landlord committed deceit?
- (A) Yes, because the landlord’s statement about the roof was false.
 - (B) Yes, because the landlord meant to mislead the tenant.
 - (C) Yes, because the roof later developed a leak.
 - (D) No, because the tenant did not rely on the false statement; he acted solely on his own architect’s report.
- Q29.** A company promoter tells investors that a company is “highly profitable”, though he has no idea whether this is true and does not care one way or the other. Relying on his words, the investors put in their money and lose it. Applying the principle, has the promoter committed deceit?
- (A) No, because he did not actually know that the statement was false.
 - (B) Yes, because he made the statement recklessly, not caring whether it was true or false, intending the investors to act on it, and they relied and suffered loss.
 - (C) No, because investing money is always a gamble.
 - (D) Yes, but only if the promoter personally pocketed the money.
- Q30.** A seller falsely tells a buyer that a phone is the latest model. The buyer relies on this and buys it, but the phone in fact works perfectly and is



genuinely worth every rupee the buyer paid for it, so he is no worse off. Applying the principle, has the seller committed deceit?

- (A) Yes, because the statement about the model was false.
- (B) Yes, because the buyer relied on what the seller said.
- (C) Yes, because the seller should not have lied at all.
- (D) No, because the buyer suffered no loss, and deceit requires that the false statement cause the plaintiff damage.



Detailed Solutions

Q1.

Solution

Principle applied: An occupier owes a lawful visitor a duty of reasonable care to see that she is reasonably safe, and can discharge it by warning of a danger that is not obvious.

Application to the facts: The customer entered the restaurant with permission, so she is a lawful visitor owed a duty of reasonable care. An unlit stairwell with a missing step is a hidden danger that is not obvious in the dark. The owner gave no warning of it at all, which is a failure to take reasonable care. She fell on that very hidden danger and broke her ankle, so the occupier is liable.

Why the other options are wrong:

- Option B: A visitor is entitled to expect reasonable safety; her not carrying a torch does not cancel his failure to warn.
- Option C: The duty is one of reasonable care, and he plainly fell short of it here.
- Option D: Liability rests on a failure of reasonable care, not on an intention to cause harm.

Final Answer: Duty owed, hidden danger, no warning ⇒

[Go Back to Q1](#)

Q2.

Solution

Principle applied: To a trespasser the occupier owes only the much lower duty not to cause him harm wilfully or recklessly.

Application to the facts: The man climbed over a locked wall to steal, so he entered without any permission and is a trespasser. The occupier owes him only a duty not to harm him wilfully or recklessly. The machinery was lawfully kept, and the occupier did nothing wilful or reckless towards him. So the occupier is not liable.

Why the other options are wrong:

- Option A: Merely keeping machinery in the yard is not wilful or reckless harm to a trespasser.



- Option B: The full duty of reasonable care is owed to lawful visitors, not to trespassers.
- Option D: A trespasser certainly can be injured; the point is the low duty owed to him was not breached.

Final Answer: Trespasser not harmed wilfully or recklessly ⇒ C

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

Q3.

Solution

Principle applied: The occupier can discharge his duty by giving an adequate warning of a danger that is not obvious.

Application to the facts: The hotel put up a clear, well-lit sign describing the wet floor and directing guests to the side passage, and roped off the area. That is an adequate warning of the danger. The guest read the warning, stepped over the rope, and used the wet floor anyway. Having warned adequately, the hotel took reasonable care and discharged its duty, so it is not liable.

Why the other options are wrong:

- Option A: Injury on the premises does not create liability where the duty was discharged by an adequate warning.
- Option B: A person who slips is not automatically entitled to compensation; it turns on whether the occupier took reasonable care.
- Option D: An occupier does owe a duty to guests; here it was discharged rather than absent.

Final Answer: Adequate warning discharged the duty ⇒ C

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

Q4.

Solution

Principle applied: The duty is one of reasonable care only, and not a guarantee that no harm will ever occur.

Application to the facts: The owner had every tree inspected regularly by a qualified arborist, which is the conduct of a reasonable occupier. The branch had a hidden internal rot that no reasonable inspection could have revealed. The harm



came from that concealed defect, not from any failure of reasonable care. Because the duty is reasonable care and not a guarantee, the owner is not liable.

Why the other options are wrong:

- Option A: A branch being on his land does not make him liable when he took reasonable care.
- Option B: The principle sets a standard of reasonable care, not a guarantee against all harm.
- Option C: The principle does not say visitors always enter at their own risk; here the point is that reasonable care was taken.

Final Answer: Reasonable care taken; duty is not a guarantee ⇒

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

Q5.

Solution

Principle applied: The occupier is not liable for a risk that the visitor, knowing and understanding it, willingly accepted.

Application to the facts: The visitor was clearly told the zip-line was closed as unsafe. He signed a form stating that he understood and accepted the risk of using it. He then chose to ride it anyway, voluntarily accepting that very risk. So the park is not liable.

Why the other options are wrong:

- Option B: The zip-line being on the premises does not create liability where the risk was accepted.
- Option C: The principle expressly makes a visitor's knowing acceptance of a risk a defence.
- Option D: Adventure parks do owe duties; here liability is excluded by the willing acceptance of the risk.

Final Answer: Visitor knowingly and willingly accepted the risk ⇒

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



Q6.

Solution

Principle applied: The duty is to keep the visitor reasonably safe for the purpose for which he is invited or permitted to be on the premises.

Application to the facts: The customer was invited only into the public dining area. He slipped past a door marked “Staff only — no entry” into the boiler room. There he was outside the purpose for which he was invited, and beyond the scope of his permission. Since the duty extends only to the purpose invited, the restaurant is not liable for the scald in the staff-only room.

Why the other options are wrong:

- Option A: Being a customer of the dining area does not extend the duty to a staff-only room he was not permitted to enter.
- Option B: That the pipe was hot does not matter once he had gone beyond the purpose of his invitation.
- Option C: The principle does not bar all burn claims; it turns on the purpose for which he was there.

Final Answer: He went beyond the purpose for which he was invited ⇒

[Go Back to Q6](#)

Q7.

Solution

Principle applied: Where a person lawfully delivers something not intending it as a gift, and the other enjoys the benefit, the latter must make compensation.

Application to the facts: The supplier lawfully delivered the firewood, expecting payment and not meaning it as a gift. B knew the firewood was not sent free. B enjoyed the benefit of it by burning all of it through the winter. Because a non-gratuitous benefit was delivered and enjoyed, B must compensate the supplier.

Why the other options are wrong:

- Option B: The obligation here does not depend on a signed contract; it arises from the enjoyed non-gratuitous benefit.
- Option C: The firewood was not merely left; B knowingly used the whole of it.
- Option D: A written promise is not required for this obligation to arise.

Final Answer: Non-gratuitous delivery, benefit enjoyed ⇒



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

Q8.

Solution

Principle applied: A person to whom money has been paid by mistake must repay it.

Application to the facts: A paid the Rs 10,000 believing the debt was still owing. In truth the debt had already been cleared, so the payment was made by mistake. B, who knows there was no debt, has received money paid to him by mistake. The principle requires him to repay it.

Why the other options are wrong:

- Option A: The principle expressly allows recovery of money paid by mistake, so it is not true that money once paid can never be recovered.
- Option C: A paying of his own accord does not matter when the payment rested on a mistake.
- Option D: Recovery of money paid by mistake does not require proof that B was dishonest from the start.

Final Answer: Money paid by mistake must be returned \Rightarrow **B**

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

Q9.

Solution

Principle applied: No obligation to pay arises where the act or delivery was intended to be gratuitous, that is, a gift.

Application to the facts: A sent the hamper meaning it purely as a birthday gift. It was therefore intended to be gratuitous. B accepted it as a gift. Since the delivery was intended as a gift, no obligation to pay arises, and A's later change of mind cannot create one.

Why the other options are wrong:

- Option A: Receiving and keeping a gift does not create a duty to pay for it.
- Option B: Market value is payable only for a non-gratuitous benefit, not for a gift.
- Option D: The result does not depend on the hamper being cheap; it turns on the gift being gratuitous.



Final Answer: Delivery intended as a gift ⇒

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

Q10.

Solution

Principle applied: No obligation arises where a benefit was simply thrust upon a person who had no choice to accept or reject it.

Application to the facts: The painter did the work while B was away, without asking him. B was given no chance to accept or refuse the painting. The benefit was thus merely thrust upon B. Since he had no choice in the matter, no obligation to pay arises.

Why the other options are wrong:

- Option A: An improved appearance does not create a duty to pay for a benefit thrust upon one.
- Option B: The painter's usual charge is not payable where B had no chance to accept or reject the work.
- Option C: The principle gives no half-payment rule; a thrust-upon benefit creates no obligation at all.

Final Answer: Benefit thrust upon B with no choice ⇒

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

Q11.

Solution

Principle applied: A person to whom money has been paid under coercion must repay it.

Application to the facts: B wrongfully withheld A's goods unless A paid a sum B was not entitled to. A paid only because of that pressure, that is, under coercion. Money paid under coercion must be returned. So B must repay the sum to A.

Why the other options are wrong:

- Option A: That A physically handed over the money does not matter when it was paid under coercion.
- Option C: The obligation does not depend on how loudly A protested at the time.



- Option D: A prior court order is not required for the principle to require repayment of money paid under coercion.

Final Answer: Money paid under coercion must be repaid ⇒

[Go Back to Q11](#)

Q12.

Solution

Principle applied: A thing delivered to a person by mistake must be restored by him.

Application to the facts: The courier left the watch at B's door by mistake, as it was meant for another customer. B realised at once that the watch was not his and was never ordered by him. A thing delivered by mistake must be returned. So B must restore the watch.

Why the other options are wrong:

- Option A: Delivery to his door by mistake does not entitle B to keep the watch.
- Option B: That B did not ask for it is precisely why it reached him by mistake and must be returned.
- Option D: The duty to restore does not disappear if the company fails to notice within a week.

Final Answer: Thing delivered by mistake must be restored ⇒

[Go Back to Q12](#)

Q13.

Solution

Principle applied: Extortion is committed where a person is put in fear of injury and thereby dishonestly induced to deliver property.

Application to the facts: X threatened to beat Y badly unless Y handed over his chain, putting Y in fear of injury. Frightened by that threat, Y delivered the gold chain. X dishonestly induced the delivery by the fear he created. All the ingredients of extortion are present.

Why the other options are wrong:



- Option A: That Y himself handed over the chain is the very mark of extortion, where consent is obtained by fear.
- Option B: Extortion needs a threat of injury, not the display of a weapon.
- Option C: Actual striking is not required; the fear of injury inducing delivery is enough.

Final Answer: Fear of injury induced the delivery ⇒ D

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

Q14.

Solution

Principle applied: Extortion needs the victim to be put in fear and induced to deliver; where property is simply taken without any consent, it is not extortion.

Application to the facts: X removed the wallet while Y was asleep and unaware. Y was never put in any fear. Y delivered nothing; the wallet was simply taken without his consent. Since there was neither fear nor an induced delivery, this is not extortion.

Why the other options are wrong:

- Option A: Mere loss of property does not make the taking extortion.
- Option B: Dishonesty alone is not enough; extortion needs fear inducing a delivery.
- Option D: Taking property is not “always” extortion; taking without consent and without fear falls outside it.

Final Answer: No fear and no induced delivery ⇒ C

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

Q15.

Solution

Principle applied: There must be a real fear of injury that actually induces the delivery; a delivery not caused by any such fear is not extortion.

Application to the facts: X made a threat, but Y was not the least bit afraid of him. Y handed over the money out of pity, not out of any fear. The delivery was therefore not caused by fear of injury. Since fear did not induce the delivery, there is no extortion.



Why the other options are wrong:

- Option A: A threat alone is not enough; the fear must actually induce the delivery.
- Option B: That money passed does not matter when it was not delivered out of fear.
- Option C: X's intention to frighten does not complete the offence when Y felt no fear and gave freely.

Final Answer: Delivery not caused by any fear ⇒

[Go Back to Q15](#)

Q16.

Solution

Principle applied: Extortion covers putting a person in fear of injury to any other, thereby inducing him to deliver a signed valuable security.

Application to the facts: X threatened injury to Y's child, which is fear of injury to another person, expressly within the principle. In that fear Y signed a bond and handed it over. A signed bond is a valuable security. X dishonestly induced its delivery by the fear he created, so this is extortion.

Why the other options are wrong:

- Option B: The principle expressly covers fear of injury to any other person, including the child.
- Option C: A signed bond is a valuable security, which the principle treats as extortable property.
- Option D: Actual harm to the child is not required; the fear inducing delivery is enough.

Final Answer: Fear of injury to another induced a signed security ⇒

[Go Back to Q16](#)



Q17.

Solution

Principle applied: Extortion needs the delivery to be obtained wrongfully, by putting the victim in fear; a delivery flowing from a lawful demand made without fear is not extortion.

Application to the facts: X was genuinely owed the Rs 5,000 by Y under an honest debt. X merely reminded Y and asked for repayment, making no threat. Y repaid without any fear at all. Since Y was not put in fear and X was not acting dishonestly, there is no extortion.

Why the other options are wrong:

- Option A: Simply asking for money is not extortion without fear and dishonesty.
- Option B: That Y parted with money does not matter when he did so on a lawful demand and without fear.
- Option D: A demand for money is not “always” extortion; a lawful demand made without fear is not.

Final Answer: Lawful demand, no fear, no dishonesty ⇒ C

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

Q18.

Solution

Principle applied: Extortion covers inducing, by fear of injury, the delivery of anything signed which may be converted into a valuable security.

Application to the facts: X put Y in fear of injury. In that fear Y handed over a blank stamped paper bearing his signature. Such a signed paper may later be written up into a bond, that is, converted into a valuable security. The principle expressly covers this, so X has committed extortion.

Why the other options are wrong:

- Option A: The principle covers a signed thing that “may be converted” into a valuable security, so its present blankness is no answer.
- Option C: That Y could have refused does not undo the extortion once fear induced the delivery.
- Option D: A completed bond is not required; a signed paper convertible into one is enough.



Final Answer: Fear induced delivery of a convertible signed paper ⇒

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

Q19.

Solution

Principle applied: An arrested person must be informed, as soon as may be, of the grounds of his arrest.

Application to the facts: The man was arrested and repeatedly asked why. The police refused to tell him the grounds for three whole days. The principle requires the grounds to be given as soon as may be. Withholding them for three days breaches that protection.

Why the other options are wrong:

- Option B: The police may not keep the grounds secret as they wish; the grounds must be given as soon as may be.
- Option C: Being fed in custody has nothing to do with the right to be told the grounds.
- Option D: The right does not depend on the request being made in writing.

Final Answer: Grounds not given as soon as may be ⇒

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

Q20.

Solution

Principle applied: An arrested person must be produced before the nearest magistrate within twenty-four hours and cannot be detained beyond that without a magistrate's authority.

Application to the facts: The suspect was an ordinary arrested person, with the court close by. He was kept in the lock-up for four days. No magistrate authorised detention beyond twenty-four hours. Holding him for four days without producing him breaches the protection.

Why the other options are wrong:

- Option A: The needs of investigation do not permit detention beyond twenty-four hours without a magistrate.
- Option B: Four days is well beyond the twenty-four-hour limit, so its being



“short” is no answer.

- Option D: The protection applies whatever the eventual guilt or innocence of the person.

Final Answer: Held four days without production before a magistrate ⇒

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

Q21.

Solution

Principle applied: An arrested person must be allowed to consult, and to be defended by, a legal practitioner of his choice.

Application to the facts: The arrested person asked to consult and be defended by a lawyer of his own choosing. The police flatly refused to let him see any lawyer. The principle guarantees him a legal practitioner of his choice. Denying him any lawyer breaches that protection.

Why the other options are wrong:

- Option B: The lawyer must be of the arrested person’s choice, not one picked by the police.
- Option C: The view that lawyers only cause delay cannot override the guaranteed right.
- Option D: The right applies whether or not he can afford a lawyer.

Final Answer: Denied a lawyer of his choice ⇒

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

Q22.

Solution

Principle applied: These particular protections do not apply to a person who is an enemy alien.

Application to the facts: The person arrested is an enemy alien during a war. The principle expressly excludes an enemy alien from these particular protections. So he cannot claim to be told the grounds or to have a lawyer of his choice under this principle. The claim fails.

Why the other options are wrong:



- Option A: An enemy alien is not protected exactly like a citizen; the principle carves him out.
- Option B: Arrest on Indian soil does not give an enemy alien these protections.
- Option C: Asking for a lawyer does not help when the protections do not apply to him at all.

Final Answer: Protections excluded for an enemy alien ⇒ D

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

Q23.

Solution

Principle applied: The protections as to the grounds of arrest and the lawyer do not apply to a person arrested under a preventive detention law.

Application to the facts: The person was arrested under a law providing for preventive detention. He demands, on the basis of these protections, to be told the grounds and to be defended by a lawyer of his choice. The principle expressly withholds these two protections from a preventive detention arrest. So he cannot claim them here.

Why the other options are wrong:

- Option A: The right to a lawyer is not absolute; it is withheld in preventive detention under this principle.
- Option B: Preventive detention is treated differently, not the same as an ordinary arrest.
- Option D: Nothing in the principle requires his immediate release for merely asking.

Final Answer: Grounds and lawyer excluded in preventive detention ⇒ C

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

Q24.

Solution

Principle applied: The twenty-four-hour period for producing an arrested person excludes the time needed for the journey to the magistrate.

Application to the facts: The man was arrested in a remote hill village. The



journey to the nearest magistrate genuinely took ten hours. Once that journey time is excluded, his detention was under twenty-four hours. Since the journey time does not count, the twenty-four-hour limit was met, and there is no breach.

Why the other options are wrong:

- Option A: The total of thirty hours includes the journey, which the principle expressly excludes.
- Option C: The principle allows for the journey; it does not require a helicopter.
- Option D: A remote arrest still requires production before a magistrate; here that requirement was satisfied.

Final Answer: Journey time excluded; within twenty-four hours ⇒

[Go Back to Q24](#)

Q25.

Solution

Principle applied: Deceit is committed by a false statement of fact known to be false, intended to be acted on, which is relied on and causes loss.

Application to the facts: The seller said the car had never been in an accident, knowing this was false. He made the statement intending the buyer to rely on it in buying. The buyer did rely on it and bought the car. He suffered loss because the car was worth far less than he paid, so all the ingredients of deceit are present.

Why the other options are wrong:

- Option B: A buyer's failure to inspect does not excuse a seller's knowing false statement that was relied on.
- Option C: The general riskiness of used cars does not answer a deliberate false statement of fact.
- Option D: Deceit does not require forged documents; a knowing false statement relied on to loss is enough.

Final Answer: Knowing false statement relied on, causing loss ⇒

[Go Back to Q25](#)



Q26.

Solution

Principle applied: A representation that the maker honestly believed to be true on reasonable grounds is not deceit.

Application to the facts: The dealer said the painting was a genuine original. He honestly believed this on the strength of a certificate from a reputable expert he had every reason to trust. His belief was honest and rested on reasonable grounds. Even though the statement turned out false, an honest belief on reasonable grounds is not deceit.

Why the other options are wrong:

- Option A: Falsity alone is not deceit where the maker honestly and reasonably believed the statement.
- Option B: The buyer's loss does not create deceit without a false statement made without honest belief.
- Option D: A failure to be even more careful, given his reasonable grounds, does not turn an honest belief into deceit.

Final Answer: Honest belief on reasonable grounds \Rightarrow C

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

Q27.

Solution

Principle applied: A statement of mere opinion, as opposed to a false statement of fact, is not deceit.

Application to the facts: The seller said, in his opinion, this was the finest tea in town. That is plainly a statement of opinion, not an assertion of fact. A mere expression of opinion is not deceit under the principle. So the seller has not committed deceit, even though the tea proved ordinary.

Why the other options are wrong:

- Option A: The tea turning out ordinary does not convert an opinion into a false statement of fact.
- Option C: The customer's disappointment does not make an opinion into deceit.
- Option D: A seller is not required to be right about a matter of opinion.

Final Answer: Mere opinion, not a false statement of fact \Rightarrow B



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

Q28.

Solution

Principle applied: The false statement must actually have been relied upon by the plaintiff; without reliance there is no deceit.

Application to the facts: The landlord's statement that the roof was new was false. But the tenant paid it no attention. He agreed to rent only after his own architect independently certified the building. Since he did not rely on the false statement, an essential ingredient of deceit is missing.

Why the other options are wrong:

- Option A: A false statement alone is not deceit without reliance on it by the plaintiff.
- Option B: An intention to mislead does not complete deceit when the tenant did not in fact rely on the statement.
- Option C: A later leak does not supply the missing reliance on the landlord's words.

Final Answer: No reliance on the false statement \Rightarrow

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

Q29.

Solution

Principle applied: A statement made recklessly, not caring whether it is true or false, intended to be acted on and relied on to loss, is deceit.

Application to the facts: The promoter said the company was highly profitable with no idea whether it was true and not caring either way. That is a reckless statement within the principle. He intended the investors to act on it, and they relied on it in investing. They lost their money, so the reckless statement caused loss and amounts to deceit.

Why the other options are wrong:

- Option A: The principle treats a reckless statement, made without caring if it is true, as deceit even without actual knowledge of its falsity.
- Option C: Investment being a gamble does not excuse a reckless false statement relied on to loss.



- Option D: Deceit does not require that the maker personally profited.

Final Answer: Reckless statement relied on, causing loss ⇒

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

Q30.

Solution

Principle applied: The false statement must have caused the plaintiff loss; without damage there is no deceit.

Application to the facts: The seller's statement that the phone was the latest model was false, and the buyer relied on it. But the phone works perfectly and is genuinely worth every rupee the buyer paid. The buyer is therefore no worse off and has suffered no loss. Because deceit requires damage, and there is none, the tort is not made out.

Why the other options are wrong:

- Option A: A false statement without resulting loss is not deceit.
- Option B: Reliance alone is not enough; the reliance must have caused the plaintiff damage.
- Option C: That the seller ought not to have lied does not create deceit where no loss was suffered.

Final Answer: No loss suffered, so no deceit ⇒

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



Answer Key

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

