CLAT PG Law of Torts

Sample Paper – 5

Duration: 40 Minutes **Maximum Marks: 40**

Instructions

- This paper contains **40** Multiple Choice Questions (Single Correct Answer), modelled on the Law of Torts portion of **CLAT PG** entrance.
- Each correct answer carries **+1 mark**. There is **a negative marking of $-\frac{1}{4}$ mark** for each incorrect answer. Unattempted questions carry no penalty.
- Only **one** option is correct. Choose carefully.
- Syllabus: General Principles of Tort, Defences, Negligence, Strict & Absolute Liability, Vicarious Liability, Defamation, Nuisance, Trespass, Motor Vehicles Act 1988, Consumer Protection Act 2019.
- Use of mobile phones, calculators, or electronic gadgets is strictly prohibited.

Q1. Savita and her husband Mohan were married for fifteen years. During the marriage, Mohan deliberately damaged Savita's privately owned vehicle, which she had inherited before the marriage, causing her substantial financial loss. Savita sought legal advice on whether she could sue Mohan in tort for trespass to goods. Mohan argued that the ancient common law rule barred spouses from suing each other in tort. Which of the following correctly states the current legal position regarding tortious liability between spouses?

(A) The ancient common law immunity between spouses in tort remains fully operative; no statute has changed the position, and Savita cannot sue Mohan.

(B) Spouses may only sue each other in tort where the claim arises from an act committed before the marriage; acts during the marriage remain immune.

(C) The ancient common law immunity barring spouses from suing each other in tort has been abolished by law reform legislation; spouses may now sue each other for personal torts committed during the marriage, and Savita's claim is maintainable.

(D) A spouse who damages the other spouse's property is liable only in contract and not in tort; tortious claims between spouses are categorically excluded.

Q2. The Brixton Land Company maintained ornamental lakes on its estate formed by damming a natural stream. An exceptionally violent and unprecedented storm, far beyond anything recorded in the area, caused the embankments to burst, flooding and destroying the plaintiff's bridges and water-courses downstream. The plaintiff sued the Company under strict liability. The Company pleaded Act of God as a defence. Which of the following correctly states the principle established in *Nichols v Marsland* [1876] regarding Act of God as a defence to strict liability?

(A) Where an escape is caused by an extraordinarily violent natural event that was beyond all reasonable foresight and could not have been anticipated or guarded against by reasonable care, the Act of God defence is available and the defendant is not liable under strict liability; the storm in *Nichols v Marsland* satisfied this requirement.

(B) Act of God is not a recognised defence to the rule in *Rylands v Fletcher*; strict liability is absolute in all circumstances.

(C) An Act of God defence is available only where the escape is caused by lightning or earthquake; storms and floods do not qualify however violent.

(D) Act of God as a defence applies only to claims in negligence and not to claims under strict liability for dangerous things.

Q3. Radha visited a supermarket owned by FreshMart Ltd to purchase groceries. A wet floor near the vegetable section had not been marked with any warning sign. Radha slipped on the wet floor and suffered a fractured wrist. FreshMart argued that it owed different duties to different categories of visitors and that Radha, as an invitee, was owed only a duty to warn of concealed dangers specifically known to the occupier. Which of the following correctly states the nature and scope of the duty owed by an occupier to lawful visitors under modern occupiers' liability law?

(A) The occupier owes an absolute duty to make the premises completely safe; liability arises from any accident on the premises regardless of reasonableness.

(B) An occupier owes a duty of care only to invitees and licensees in the traditional sense; modern statutes have not unified these categories.

(C) The occupier owes a duty only to warn visitors of known concealed dangers; no duty exists to inspect for unknown hazards.

(D) An occupier owes a common duty of care to all lawful visitors (the old categories of invitee and licensee having been merged under statute) to take such care as is reasonable in all the circumstances to ensure that the visitor will be reasonably safe in using the premises for the purposes for which they are permitted to be there; FreshMart breached this duty by failing to warn of the wet floor.

Q4. The Northgate Municipal Corporation was responsible for maintaining roads in the district. Several residents reported a large pothole on a busy arterial road in January. By March, no repairs had been made. In April, a motorcyclist, Suresh, struck the pothole and was seriously injured. Suresh sued the Corporation for negligence in failing to maintain the highway in a safe condition. The Corporation argued it had no actionable duty of care regarding road defects. Which of the following correctly states the highway authority's duty of care in respect of known road defects?

(A) Highway authorities have no duty to repair roads; road users accept the risk of highway defects by choosing to use public roads.

(B) A highway authority owes a duty to road users to maintain roads in a reasonably safe condition; where a dangerous defect is known or reported, failure to remedy it within a reasonable time may constitute a breach of that duty, and the authority may be liable for resulting injuries.

(C) A highway authority's duty of care extends only to vehicular traffic; motorcyclists do not fall within the class of persons to whom a duty is owed.

(D) Highway authorities can only be held liable for road defects if the defect was deliberately created; passive failure to maintain roads attracts no liability.

Q5. Mr Sharma suffered from a known medical condition that occasionally caused sudden brief episodes of impaired consciousness. Despite being aware of this condition, he continued to drive. During one such episode while driving, he lost control of his vehicle and collided with Ms Verma's car, injuring her. Mr Sharma argued that his standard of care should be assessed subjectively against what a person with his specific disability could reasonably do at the moment of the episode. Which of the following correctly states the standard of care applicable to a defendant with a physical disability?

(A) A person with a physical disability is judged entirely subjectively; if they did their personal best, no breach of duty can be found regardless of the outcome.

(B) A person with a known medical condition is automatically exempt from liability in negligence for acts occurring during episodes arising from that condition.

(C) The standard of care remains objective but the defendant is judged against the reasonable person with that disability in those circumstances; however, a person who knows their condition impairs their ability to drive safely and continues to drive nonetheless breaches the duty of care, as established in *Roberts v Ramsbottom* [1980].

(D) Standard of care for disabled defendants is determined exclusively by statute; common law negligence does not apply once a statutory regime covers the condition.

Q6. Mrs Donoghue consumed ginger beer manufactured by a company and purchased on her behalf from a retailer. The bottle was opaque and, upon consuming the beer, she discovered the decomposed remains of a snail and suffered gastroenteritis. She had no contract with the manufacturer. She sued the manufacturer in negligence. The manufacturer argued that absent a contractual relationship, no duty of care was owed to the ultimate consumer. Which of the following most accurately states the principle established in *Donoghue v Stevenson* [1932]?

(A) A manufacturer of food or drink owes a duty of care in negligence directly to the ultimate consumer, even in the absence of any contractual relationship between them, provided there is no reasonable possibility of intermediate examination between the time the product leaves the manufacturer and when it reaches the consumer; this duty derives from Lord Atkin's neighbour principle.

(B) A manufacturer's duty of care is owed only to the immediate purchaser; the ultimate consumer has a remedy only in contract against the retailer.

(C) The neighbour principle in *Donoghue v Stevenson* applies only to food and drink; it has no application to manufactured goods of other kinds.

(D) The duty of care in *Donoghue v Stevenson* requires that the consumer must have paid for the product directly; a product purchased by a third party on the consumer's behalf creates no duty.

Q7. Dr Iyer held himself out as a specialist cardiologist and accepted a patient, Mr Khanna, for treatment of a complex arrhythmia. Dr Iyer performed a procedure commonly done by general physicians rather than following the more advanced technique expected of cardiologists. Mr Khanna suffered complications that a cardiologist using specialist techniques would have avoided. Dr Iyer argued that he should be judged against the standard of a reasonably competent general physician, since the procedure was within any doctor's practice. Which of the following correctly states the standard of care applicable to a professional who holds themselves out as a specialist?

(A) All medical professionals are judged against a single uniform standard; specialisation is irrelevant to the assessment of the duty of care.

(B) A specialist's standard of care is lower than a general practitioner's because specialists deal only with complex cases and their patients assume greater risk.

(C) A professional who holds out as a specialist is judged against the standard of a reasonably competent specialist in the relevant field only if the claimant specifically requested specialist-level treatment.

(D) A professional who holds themselves out as a specialist in a particular field is judged against the standard of a reasonably competent specialist in that field, not merely against the standard of a general practitioner; Dr Iyer's conduct must be assessed against the standard expected of a competent cardiologist, not a general physician.

Q8. A defamatory article about a prominent businesswoman, Ms Kapoor, was written by journalist Raj, edited and approved by editor Sunil, printed by the printing company PrintCo, and distributed by DistributeWell Ltd. Ms Kapoor suffered reputational damage as a result. She wishes to sue all parties involved. The defendants argue that liability should be divided among them proportionately based on their degree of involvement. Which of the following correctly states the liability of multiple parties involved in the publication of a defamatory statement?

(A) Each defendant is liable only for their own specific act; the author bears primary liability and the printer and distributor bear no separate liability.

(B) Where two or more defendants participate in the publication of defamatory material — each playing a role such as author, editor, printer, or distributor in the chain of publication — each is jointly and severally liable to the plaintiff for the full harm caused by the publication; Ms Kapoor may recover her full damages from any one of them.

(C) Publishers and distributors are vicariously liable for the author's defamatory act but bear no independent primary liability of their own.

(D) Liability among multiple defendants in defamation is several only; each party is liable only for the proportionate share of damage attributable to their individual act.

Q9. Aditya, a member of a WhatsApp group comprising 80 former colleagues, sent a message to the group falsely accusing Priya, another group member, of embezzling company funds. Fifty members read the message before Aditya deleted it. Priya seeks to sue Aditya for defamation and wishes to understand the nature and extent of publication. Which of the following correctly states the legal position regarding publication of a defamatory statement via a WhatsApp group?

(A) Sending a message to a WhatsApp group is not a publication in law because all group members are part of a common chat and no transmission to a stranger takes place.

(B) Publication via a WhatsApp group requires proof that each recipient individually understood the message to be defamatory; mere receipt does not constitute publication.

(C) Sending a defamatory message to a WhatsApp group constitutes publication to every member who reads it; each reading of the message by a group member is an act of publication, making the group message equivalent to simultaneous publication to that number of persons; the fifty members who read Aditya's message constitute the extent of publication.

(D) A WhatsApp message is private communication; defamation law does not apply to messages sent on private messaging platforms.

Q10. A newspaper published an article stating that Dr Mehta had performed unnecessary surgeries on patients for financial gain. Dr Mehta sued for defamation. The newspaper sought to rely on the defence of justification (truth). The parties dispute who bears the burden of proving the truth or falsity of the statement. Which of the following correctly states the burden of proof applicable to the justification defence in defamation?

(A) The burden of proving the substantial truth of a defamatory statement lies on the defendant; the plaintiff is not required to disprove the truth of the statement, and the defendant must establish that the statement is substantially true, though minor inaccuracies that do not materially alter the imputation do not defeat the defence.

(B) The burden of proof in defamation lies entirely on the plaintiff, who must affirmatively prove both the falsity and the malice of the statement.

(C) The justification defence operates as a rebuttable presumption; once the defendant raises it, the burden shifts immediately and irrevocably to the plaintiff.

(D) Truth is presumed in defamation claims; neither party bears a burden of proof regarding the truth or falsity of the statement.

Q11. Inspector Gupta and his team wished to search the premises of a suspected drug trafficker, Mr Rao. On Monday, the officers entered with a properly obtained and procedurally valid search warrant; they searched and seized items. On Tuesday, without obtaining any warrant or relying on any specific statutory power, Inspector Gupta entered the same premises again on a hunch, without Mr Rao's consent. Mr Rao brings civil proceedings for trespass to land arising from the Tuesday entry. Which of the following correctly states the legal position regarding police entry onto land?

(A) Police officers are immune from civil trespass claims arising from entries made in good faith in the course of investigating crime, whether or not a warrant exists.

(B) A police officer who enters premises without a warrant commits trespass to land; however, possession of a uniform is deemed equivalent to lawful authority, negating the trespass claim.

(C) Both entries constitute trespass to land; warrants provide no protection against civil liability.

(D) Entry with a valid and procedurally correct warrant constitutes lawful authority and protects the officer from a trespass to land claim; entry without a warrant is a trespass to land unless the officer can demonstrate a recognised lawful power — such as a common law power of arrest or a specific statutory power of entry — which must be strictly established; the Tuesday entry without warrant or statutory authority renders Inspector Gupta liable in trespass.

Q12. Mrs Iyer, a 45-year-old woman of full mental capacity, was admitted to hospital with a life-threatening condition requiring an immediate blood transfusion. For religious reasons, Mrs Iyer firmly and consistently refused consent to any blood transfusion, fully understanding that without it she would likely die. The treating physician, believing Mrs Iyer was not thinking clearly under stress, administered the transfusion anyway, which saved her life. Mrs Iyer brought an action for battery against the physician. Which of the following correctly states the legal position on a competent adult's refusal of medical treatment?

(A) A medical professional may override a patient's refusal of treatment where the treatment is immediately life-saving and refusal is likely to result in death; the patient's welfare overrides their autonomy in such circumstances.

(B) A competent adult patient has an absolute right to refuse medical treatment, even where that refusal will result in their death; administering treatment to a competent patient who has clearly and persistently refused consent constitutes battery, regardless of the physician's good intentions or the life-saving nature of the treatment.

(C) The right to refuse medical treatment is qualified and may be overridden by the treating physician where the refusal is based on religious rather than medical grounds.

(D) Courts may sanction medical treatment over the patient's refusal if the patient's dependants would be adversely affected by the patient's death.

Q13. The branches of a large tree growing on Mr Pillai's land extended over the boundary wall into Mrs Nair's garden and were dropping leaves and fruit, causing damage to her plants. Mrs Nair wished to deal with the encroaching branches immediately without going to court. Her neighbour Mr Pillai was away travelling. Which of the following correctly states the law on abatement of a nuisance as a self-help remedy?

(A) The right to abate a nuisance does not exist in law; the affected party must in all cases obtain a court order before taking any action to remedy the nuisance.

(B) Abatement as a self-help remedy is available only in cases of nuisance caused by artificial structures and not by natural vegetation.

(C) A person whose land is affected by a nuisance may abate it as a form of self-help remedy without recourse to a court; ordinarily, notice to the defendant is required before accessing the defendant's land to abate, the abatement must involve no more interference than necessary to remove the nuisance, and the abator acts at their own risk if these conditions are not met; Mrs Nair may cut back branches to the boundary line.

(D) The right to abate a nuisance entitles the injured party to take any remedial action they consider appropriate, including demolition of structures causing the nuisance, without restriction.

Q14. GreenBuild Ltd operated a chemical processing unit on industrial land it owned. During its operations, GreenBuild contaminated the soil with toxic waste. GreenBuild subsequently sold the land to UrbanDev Ltd, which continued to use it without knowledge of the contamination. The contamination later caused damage to neighbouring land owners. The neighbours sued GreenBuild Ltd, which argued it was no longer the occupier and hence could not be a defendant in nuisance. Which of the following correctly states whether the original creator of a nuisance remains liable after leaving the land?

(A) A person who creates a nuisance on land remains liable for the continuing consequences of that nuisance even after they have sold or left the land; the continuing nature of the harm generated by the original act makes the creator liable alongside any current occupier who has adopted or continued the nuisance; GreenBuild cannot escape liability merely by selling the land.

(B) Once a defendant sells land on which a nuisance exists, all tortious liability transfers to the purchaser and the original creator is fully discharged.

(C) The creator of a nuisance is liable only for harm caused while they were in occupation; upon sale, the tortious liability is extinguished and no claim lies against the seller.

(D) GreenBuild can only be sued in contract by the purchaser, UrbanDev Ltd; neighbours have no direct tortious claim against a former occupier.

Q15. Chemco Industries stored approximately 50,000 litres of concentrated sulphuric acid in large tanks in a suburban area surrounded by residential housing. A tank corroded and the acid leaked, seeping into the groundwater and poisoning several domestic wells. Residents sued Chemco under the rule in *Rylands v Fletcher*. Chemco argued that its industrial storage constituted a natural use of land and therefore the rule did not apply. Which of the following correctly identifies whether storing toxic chemicals in such circumstances constitutes a non-natural use of land?

(A) Storage of liquid substances, including industrial chemicals, always constitutes a natural use of land because water and liquids are natural elements; the rule in *Rylands v Fletcher* cannot apply.

(B) Non-natural use of land requires that the defendant created an artificial structure; storing substances in pre-existing industrial tanks does not qualify as non-natural use.

(C) The *Rylands v Fletcher* rule applies only to water; it does not extend to chemical substances regardless of their dangerous nature.

(D) A company that stores large quantities of toxic industrial chemicals in a populated area for commercial purposes engages in a non-natural use of land; the escape of such substances causing damage to neighbouring property or persons attracts strict liability under the rule in *Rylands v Fletcher*; Chemco's acid storage satisfies the non-natural use requirement.

Q16. Toxigas Pvt Ltd operated a chlorine gas manufacturing plant near a densely populated urban area. Due to a sudden and unexplained equipment failure, a large quantity of chlorine gas escaped, injuring hundreds of nearby residents. The company argued that the escape was caused by an act of God as an unprecedented earthquake had occurred in the region simultaneously, and that no defences available under the English rule in *Rylands v Fletcher* should be denied to it. Victims seek maximum compensation. Which of the following correctly states the Indian absolute liability rule applicable to such enterprises?

(A) Indian courts apply the rule in *Rylands v Fletcher* without modification; an enterprise engaged in a hazardous activity may rely on the act of God, act of stranger, and plaintiff's fault defences available under that rule.

(B) Under the rule evolved in *M.C. Mehta v Union of India* [1987], an enterprise engaged in an inherently hazardous activity is absolutely liable for any harm caused by the escape of hazardous substances; unlike *Rylands v Fletcher*, the absolute liability rule in India admits no exceptions, including Act of God, act of a stranger, or the plaintiff's own fault; Toxigas cannot successfully plead any of these defences.

(C) Absolute liability in India applies only to nuclear installations; chemical industries are governed by ordinary strict liability with the usual defences intact.

(D) The Indian absolute liability rule applies only where the escape was caused by the enterprise's own deliberate act; accidental or mechanical failures fall outside its scope.

Q17. A patient, Mr Singh, was admitted to Citycare Hospital and placed under the care of its nursing staff. A junior nurse, who was a direct employee of the hospital, administered the wrong dosage of medication, causing Mr Singh serious harm. The hospital argued that the nurse's individual error was unforeseeable and that once a competent trained nurse was deployed, the hospital's duty was discharged. Which of the following correctly states a hospital's non-delegable duty of care to patients?

(A) A hospital's duty of care to patients is fully discharged once it employs appropriately qualified medical and nursing staff; errors by individual employees thereafter are outside the scope of the hospital's duty.

(B) Hospital liability for nursing errors arises only where the hospital had specific prior notice of the individual nurse's incompetence or propensity to make errors.

(C) Hospitals owe a non-delegable duty to their patients to ensure that medical treatment provided within the hospital is carried out with proper care; this duty cannot be discharged merely by employing apparently competent staff, and the hospital remains directly liable where a nurse or junior doctor employed by it negligently causes harm to a patient in the course of treatment.

(D) The hospital's duty is owed to the patient as a matter of contract only; tortious claims by patients lie only against the individual medical practitioner responsible for the error.

Q18. Swiggo, a food-delivery platform, engaged delivery riders through a digital app. The riders were free to log on and off at will, used their own vehicles, wore Swiggo-branded uniforms, were required to follow Swiggo's delivery protocols and customer interaction standards, and were rated by customers through the app. A rider, Arjun, while making a delivery in logged-on status, negligently collided with a pedestrian. The pedestrian sued Swiggo vicariously. Swiggo contended that Arjun was an independent contractor, not its employee, and it bore no vicarious liability. Which of the following correctly states the approach courts take in determining employment status for vicarious liability purposes in the gig economy?

(A) Whether a gig economy worker is an employee or independent contractor for the purposes of vicarious liability is determined by assessing factors including the degree of control exercised over the worker, integration into the business, mutuality of obligation, and the economic reality of the relationship; increasingly, courts have found that the control exercised by digital platforms over their riders is sufficient to treat them as employees for liability purposes, notwithstanding the absence of a formal employment contract.

(B) Gig economy workers are automatically independent contractors because they use their own vehicles and set their own hours; vicarious liability can never arise for their actions.

(C) Vicarious liability for gig economy workers can only arise under statute; there is no common law basis for holding platforms vicariously liable for their delivery riders.

(D) The only relevant test for vicarious liability is whether there is a written employment contract; absence of such a contract conclusively establishes the worker as an independent contractor.

Q19. BrightSmile Ltd, a teeth-whitening product company, published advertisements claiming its product could whiten teeth "by ten shades in twenty-four hours, guaranteed" with scientific backing. In reality, independent testing showed no measurable improvement in shade within one month. Numerous consumers purchased the product based on the advertisement and suffered no benefit. Which of the following correctly states the regulatory and civil remedies available under the Consumer Protection Act 2019 in relation to misleading advertisements?

(A) Misleading advertisements are regulated exclusively by the Advertising Standards Council of India, a self-regulatory body; the Consumer Protection Act 2019 has no application to advertising claims.

(B) Under the Consumer Protection Act 2019, only the manufacturer may be held liable for misleading advertisements; endorsers and media houses that publish such advertisements bear no liability under the Act.

(C) The Consumer Protection Act 2019 prohibits misleading advertisements but provides no mechanism for individual consumers to seek redress; relief is available only through industry-level collective action.

(D) The Central Consumer Protection Authority (CCPA) is empowered under the Consumer Protection Act 2019 to investigate and take action against misleading and false advertisements; advertisers, manufacturers, and endorsers may all be held liable; individual consumers aggrieved by a misleading advertisement may also file a complaint before the appropriate Consumer Disputes Redressal Commission for compensation.

Q20. Mr Patel purchased a refrigerator that developed a serious manufacturing defect within three months of purchase. The company refused to replace or repair it. Mr Patel filed a complaint before the District Consumer Disputes Redressal Commission. He is uncertain about the range of reliefs the Commission may grant under the Consumer Protection Act 2019. Which of the following correctly identifies the types of relief a Consumer Disputes Redressal Commission may award under Section 39 of the Consumer Protection Act 2019?

(A) The Commission may award only monetary compensation; it has no power to order replacement of goods, removal of defects, or corrective advertising.

(B) Under Section 39 of the Consumer Protection Act 2019, the Commission may award a wide range of reliefs including removal of the defect from goods, replacement of goods, refund of the price paid, compensation for loss or injury, removal of hazardous goods from the market, discontinuation of unfair trade practices, corrective advertising, punitive damages in appropriate cases, and costs of the proceedings.

(C) The Commission may only order the manufacturer to repair defective goods; it has no jurisdiction to award monetary compensation or punitive damages.

(D) Reliefs under the Consumer Protection Act 2019 are limited to those agreed upon by the parties in mediation; the Commission may not impose remedies that the parties have not themselves proposed.

Q21. Ashok owned a private motor car. He drove the car on a public road without any motor insurance. He collided with a two-wheeler, injuring the rider. The rider filed a compensation claim and also reported the absence of insurance. Ashok argued that he had intended to take insurance and that his good faith should be considered. He also claimed he had not been driving commercially and hence insurance was not mandatory. Which of the following correctly states the mandatory third-party insurance requirement under the Motor Vehicles Act 1988?

(A) Motor vehicle insurance is mandatory only for commercial vehicles such as buses and trucks; private car owners are exempt from the compulsory insurance requirement.

(B) Mandatory third-party insurance under the Motor Vehicles Act 1988 is required only for vehicles driven for hire or reward; private recreational use is exempt.

(C) Section 146 of the Motor Vehicles Act 1988 makes it compulsory for every motor vehicle being used in any public place to have a valid policy of insurance covering third-party liability; driving without such insurance is a criminal offence regardless of whether the vehicle is private or commercial, and good faith or intention to insure affords no defence; Ashok committed an offence.

(D) Third-party insurance under the Motor Vehicles Act 1988 is mandatory only if the vehicle has a seating capacity exceeding four passengers.

Q22. Renu was a passenger in a bus that was involved in an accident. She suffered permanent paraplegia as a result of the accident. The bus operator contested negligence, arguing that the accident was caused by a sudden tyre blowout. Renu wished to file an immediate claim for compensation without waiting for the outcome of the fault-based proceedings. Her counsel advised her about a specific statutory provision that allows compensation without proof of fault. Which of the following correctly states the no-fault compensation scheme under the Motor Vehicles Act 1988?

(A) A person who suffers permanent disablement as a result of a motor accident is entitled to claim fixed statutory compensation under Section 140 of the Motor Vehicles Act 1988 without the need to prove negligence on the part of the vehicle owner or driver; this no-fault claim is available in addition to any fault-based claim the claimant may pursue separately under Section 166 of the Act.

(B) No-fault compensation under the Motor Vehicles Act 1988 is available only for death; persons suffering permanent disablement must prove negligence to obtain any compensation.

(C) Section 140 compensation is a full and final settlement of all claims; a person who accepts no-fault compensation forfeits all rights to pursue further fault-based claims.

(D) No-fault compensation is available only to pedestrians and cyclists injured in motor accidents; passengers in the vehicle cannot claim under this provision.

Q23. In the development of the law of negligence, the House of Lords in *Anns v Merton London Borough Council* [1978] propounded a two-stage test for determining the existence of a duty of care. This test was subsequently criticised and eventually overruled. Which of the following most accurately describes the *Anns* two-stage test, the criticism it attracted, and the test that replaced it?

(A) The *Anns* test held that a duty of care arises only where there is a direct physical relationship between the parties; it was overruled because it was too narrow and was replaced by the reasonable foreseeability test.

(B) The *Anns* two-stage test has been affirmed and remains the leading test for duty of care in England; it has not been overruled or replaced.

(C) *Anns v Merton* established that a duty of care arises automatically between neighbours; it was replaced by a test requiring proof of intentional wrongdoing.

(D) The *Anns* two-stage test asked: first, whether there was sufficient proximity giving rise to a prima facie duty of care; second, whether there were policy reasons to negate or limit the duty; this test was criticised for expanding negligence liability too broadly and was overruled by *Murphy v Brentwood District Council* [1990], with the three-stage *Caparo* test — foreseeability, proximity, and fairness, justice and reasonableness — replacing it as the authoritative framework.

Q24. A security company, SafeWatch Ltd, was engaged to guard a detention centre housing young offenders. Through negligence, SafeWatch left boats inadequately secured near the premises. Several young offenders escaped from the facility, used the unguarded boats, and damaged the yacht of a nearby marina owner. The marina owner sued SafeWatch in negligence. SafeWatch argued that the deliberate criminal acts of the escapees broke the chain of causation. Which of the following correctly states the principle applicable to novus actus interveniens by a third party's deliberate criminal act?

(A) A deliberate criminal act by a third party always and automatically breaks the chain of causation between the defendant's negligence and the plaintiff's loss; the defendant can never be liable for the criminal acts of others.

(B) A defendant's negligence that creates conditions enabling a third party to commit a deliberate criminal act will ordinarily break the chain of causation; however, the chain is not broken where preventing the very risk of such criminal intervention was the duty the defendant had undertaken — as recognised in *Home Office v Dorset Yacht Co* [1970] — in which case the defendant remains liable.

(C) A third party's criminal act breaks the chain of causation only if the criminal act was premeditated; spontaneous criminal acts by third parties do not break the chain.

(D) The intervening act of a third party breaks the chain of causation only where the third party was a complete stranger; where there is any prior acquaintance between the defendant and the third party, the chain of causation remains intact.

Q25. Ramesh pledged his gold watch with Goldcredit Pawnbrokers as security for a loan of Rs. 20,000. Ramesh later repaid the full loan with interest and the receipt was stamped as settled. Despite this, Goldcredit's manager, believing the account was still outstanding due to a clerical error, sold the watch to a third party. Ramesh discovered this and brought an action for conversion against Goldcredit. Goldcredit argued it had a right of sale over pledged goods. Which of the following correctly states the legal position on pledgees' rights and conversion?

(A) A pawnbroker or pledgee always has an unrestricted right to sell pledged goods; the pledgor's only remedy after an unjustified sale is to seek a refund of the sale proceeds, not to sue in conversion.

(B) A pledgee's right of sale is exercisable at any time; conversion does not arise in respect of pledged goods because the pledgee holds legal possession.

(C) A pledgee who sells pledged goods after the pledgor has repaid the full debt commits conversion; the right of sale exercisable by a pledgee arises only upon the pledgor's default, and the legal right to sell must exist at the time of the sale; Goldcredit's sale after full repayment constitutes conversion for which Ramesh may sue.

(D) Conversion in relation to pledged goods can only arise if the pledgee sells the goods at an undervalue; a sale at market value is lawful regardless of the circumstances.

Q26. Suhas wrote a letter to his colleague Deepa containing a false and defamatory statement about their mutual colleague, Dr Bose, accusing him of fabricating research data. Deepa, without any instruction or permission from Suhas, forwarded the letter to the head of department and circulated it among several other colleagues. Suhas argues that once he sent the letter, any further circulation was Deepa's act alone and he should not be liable for the republication. Which of the following correctly states the law on liability for republication of defamatory statements?

(A) Each communication of a defamatory statement to a new third party constitutes a separate and independent act of publication; a person who writes a defamatory letter is liable not only for the initial publication but also for any republication that was a reasonably foreseeable consequence of the original publication; if Suhas could reasonably foresee that Deepa would further circulate the letter, he is liable for those republications.

(B) Once the original publisher sends a defamatory communication, liability for republication vests exclusively in the person who republishes it; the original author bears no liability for subsequent dissemination.

(C) Republication of a defamatory statement does not create a fresh cause of action; only the first publication gives rise to actionable defamation.

(D) An author of a defamatory statement is liable for republication only where the republication was expressly authorised or directly instructed by the author.

Q27. Mr Lal operated a music recording studio adjacent to Mrs Rao's residential property. He regularly conducted sound testing and recording sessions that generated extremely loud noise, particularly on weekday evenings and weekend mornings, causing Mrs Rao sleep disturbance and significant discomfort. Mrs Rao complained repeatedly but the studio continued its operations without modification. Mrs Rao brought an action in private nuisance for the persistent noise. Which of the following correctly states the applicable principles for noise-based private nuisance?

(A) Noise can only be actionable as a public nuisance; private nuisance law does not extend to intangible interferences such as sound.

(B) Commercial recording studios in industrial areas have an absolute right to generate noise as part of their legitimate business; neighbours in adjacent residential areas assume the risk of such noise when living near commercial zones.

(C) An action in private nuisance for noise succeeds only if the noise causes measurable physical damage to the plaintiff's property; discomfort and sleep disturbance without physical damage are not actionable.

(D) Persistent, unreasonable noise emanating from a neighbour's property that substantially and materially interferes with the ordinary use and enjoyment of the plaintiff's land constitutes private nuisance; relevant factors include the time of day, frequency, intensity, and character of the neighbourhood; the court may award both damages and an injunction restricting future operations, as in *Kennaway v Thompson* [1981].

Q28. Vikram left his car at AutoFix garage for engine repairs. The invoice for the repairs was Rs. 45,000. Vikram paid Rs. 40,000 and asked to collect his car, promising to pay the balance within a week. AutoFix refused to release the car until full payment. Six months later, having been fully paid the balance, AutoFix still refused to return the car, demanding an additional "storage fee" not previously agreed upon. Vikram brings an action against AutoFix. Which of the following correctly states the law on liens and wrongful detention of goods?

(A) A lien entitles the holder to retain goods indefinitely; no obligation to return arises even after the underlying debt is fully paid, as long as any other claim exists.

(B) A lien is the right to retain goods in one's possession as security until a specific debt is paid; the exercise of a valid lien on unpaid repair charges is not conversion or trespass to goods; however, refusing to return goods after the debt is fully paid constitutes wrongful detention (detinue), and an extended, unjustified refusal to return after full payment may amount to conversion; AutoFix's retention after full payment and demand for an unauthorised storage fee constitutes wrongful detention.

(C) A possessory lien entitles the holder not only to retain but also to sell the goods after a reasonable time, regardless of whether the original debt has been paid in full.

(D) Retention of goods in the exercise of a lien is in all circumstances an act of conversion; a garage that holds onto a car for unpaid repairs commits conversion from the moment it refuses to hand over the car.

Q29. National Finance Ltd, a financial advisory firm, prepared an investment analysis report specifically for Mr Shah, whom they knew was considering a large personal investment in a start-up company. The firm was aware that Mr Shah would rely solely on their report in deciding whether to invest. The report negligently overstated the start-up's revenues. Mr Shah invested Rs. 1 crore in reliance on the report and lost his entire investment when the start-up failed. National Finance Ltd denied any duty of care, arguing that no fee had been charged for the preliminary report. Which of the following correctly states the basis on which a duty of care arises for negligent statements causing economic loss?

(A) No duty of care arises for statements causing purely economic loss in any circumstances; recovery for economic loss caused by negligent statements is not recognised at common law.

(B) A duty of care for negligent statements arises only where the defendant is a qualified professional such as an accountant or solicitor; financial advisory firms do not owe such duties.

(C) Where a defendant makes a statement knowing that a specific identified plaintiff will reasonably and foreseeably rely upon it in connection with a serious transaction, and that plaintiff does so rely to their detriment, a duty of care arises under the *Hedley Byrne* principle regardless of whether a fee was charged; the assumption of responsibility by the defendant and the detrimental reliance by the plaintiff together ground the duty; National Finance Ltd owes a duty of care to Mr Shah.

(D) A duty of care for negligent statements exists only where the statement is made in writing and signed by the defendant; oral statements or preliminary reports are outside the scope of the *Hedley Byrne* principle.

Q30. The Daily Clarion published a false and defamatory article about a local politician, Ms Devi, accusing her of financial impropriety. Within three days, the newspaper published a prominent front-page retraction and full apology, acknowledging the error and expressing regret. Ms Devi nonetheless proceeded with a defamation suit. The newspaper argued that its prompt and public apology constituted a full defence to the claim. Which of the following correctly states the legal effect of an apology in a defamation action?

(A) An apology by the defendant after publication does not extinguish liability in defamation and cannot serve as a complete defence; it is, however, a relevant mitigating factor that courts take into account when assessing the quantum of damages; a prompt, sincere, and prominently made retraction and apology may significantly reduce the damages ultimately awarded to the plaintiff.

(B) A prompt and public apology constitutes a complete defence to a defamation claim and extinguishes the plaintiff's cause of action entirely.

(C) An apology is relevant only to the defence of justification; in all other circumstances it has no bearing on defamation proceedings.

(D) An apology by the defendant operates as an admission of liability that automatically entitles the plaintiff to full compensatory and punitive damages.

Q31. The State Consumer Disputes Redressal Commission passed an order against ElectroWorld Ltd in a complaint filed by a consumer who alleged deficiency in service in relation to a refrigerator purchased for Rs. 8 lakhs. ElectroWorld was dissatisfied with the order and wished to challenge it before a higher forum. The company's counsel and the consumer's counsel disagreed on the correct appellate forum and the time limit for filing such an appeal. Which of the following correctly states the appellate procedure under the Consumer Protection Act 2019 for challenging a State Commission order?

(A) An appeal against an order of the State Consumer Disputes Redressal Commission lies to the High Court under the Consumer Protection Act 2019.

(B) An appeal against an order of the State Commission must be filed before the District Consumer Disputes Redressal Commission within 45 days.

(C) An appeal against a State Commission order lies directly to the Supreme Court of India; the National Commission has no appellate jurisdiction over State Commission orders.

(D) Under Section 51 of the Consumer Protection Act 2019, any person aggrieved by an order of the State Consumer Disputes Redressal Commission may prefer an appeal to the National Consumer Disputes Redressal Commission; such an appeal must generally be filed within 30 days of the order (subject to condonation of delay on sufficient cause being shown); the National Commission may confirm, modify, or set aside the State Commission's order.

Q32. A road accident compensation claim filed by the injured victim, Ms Geeta, was pending before the Motor Accidents Claims Tribunal. The parties explored alternative means of resolving the dispute without a full hearing. The Tribunal's presiding officer suggested referring the case to a Lok Adalat. Ms Geeta and the vehicle insurer agreed. A settlement was reached at the Lok Adalat and recorded. The insurer later wished to appeal the settlement award. Which of the following correctly states the legal effect of a settlement reached through a Lok Adalat in motor accident claims?

(A) A Lok Adalat settlement in motor accident matters has the same status as a preliminary agreement; either party may resile from it and proceed to a full hearing before the Tribunal.

(B) Claims pending before a Motor Accidents Claims Tribunal may be referred to a Lok Adalat for settlement; a settlement reached and recorded at the Lok Adalat has the effect of a decree of a civil court, is final, and is not appealable; the parties are bound by the settlement and the insurer cannot challenge it by way of appeal.

(C) Lok Adalat settlements in motor accident matters are enforceable only if confirmed by the Motor Accidents Claims Tribunal in a subsequent order.

(D) Motor accident claims cannot be referred to Lok Adalat; such matters are excluded from the Lok Adalat jurisdiction under the Legal Services Authorities Act.

Q33. Two factory owners, A Ltd and B Ltd, each independently discharged pollutants into a river. The combined effect of both discharges killed the fish stocks owned by a downstream fish farmer, Mr Rao. Neither factory alone would have caused total destruction of the fish stock, but both together did. Mr Rao sued both companies. A Ltd argued that it should only be liable for a proportionate share of the damage since B Ltd independently contributed. Which of the following correctly states the legal position regarding concurrent tortfeasors and their liability?

(A) Where two defendants independently cause the same damage, each is liable only to the extent of their individual contribution; Mr Rao must apportion his claim accordingly.

(B) Concurrent tortfeasors are jointly liable only if they acted in concert or pursuant to a common design; independent tortfeasors bear only several liability.

(C) Where two or more tortfeasors each independently cause the same indivisible damage, they are concurrent tortfeasors and are jointly and severally liable to the plaintiff; Mr Rao may recover his full loss from either A Ltd or B Ltd; whichever pays full damages may seek contribution from the other; the plaintiff is not required to apportion his claim.

(D) Mr Rao may only recover from the tortfeasor who made the greater contribution to the damage; the lesser contributor bears no liability where the greater contributor can satisfy the judgment.

Q34. British Gas engineers negligently started a fire while installing central heating in Mrs Attia's house. Mrs Attia returned home and watched helplessly as most of her home burned down before she could alert the fire service. As a result of witnessing the destruction of her home, Mrs Attia developed a recognised psychiatric illness (clinical depression). She claimed compensation for the psychiatric harm in addition to property damage. British Gas contested the psychiatric injury claim on the basis that there was no direct physical injury to Mrs Attia herself. Which of the following correctly states whether psychiatric harm from witnessing the destruction of one's own property is recoverable?

(A) A plaintiff who suffers a recognised psychiatric illness as a result of witnessing the destruction of their own property caused by the defendant's negligence may recover in negligence for that psychiatric harm; the directly observed loss of the plaintiff's own property is a sufficient triggering event and a duty of care arises in these circumstances, as the Court of Appeal affirmed in *Attia v British Gas* [1988].

(B) Psychiatric injury claims are limited to cases where the plaintiff was within the zone of physical danger; merely observing damage to property does not create the necessary proximity.

(C) Psychiatric harm from witnessing damage to property is recoverable only if the plaintiff was also physically present on the land at the time of the damage.

(D) A plaintiff may not recover for psychiatric illness caused by witnessing damage to property; recoverable psychiatric injury requires that the plaintiff or a person of close relationship suffered concurrent physical injury.

Q35. A chemical plant located near a residential area was emitting noxious fumes causing respiratory problems for local residents. The residents were advised that both statutory nuisance proceedings under environmental legislation and a common law private nuisance claim were potentially available to them. The plant operator argued that the existence of a statutory regime exhaustively regulated the matter and displaced any common law remedy. Which of the following correctly states the relationship between statutory nuisance and common law nuisance?

(A) Statutory nuisance legislation exhaustively replaces common law nuisance; once a statutory regime exists covering the same conduct, private individuals cannot pursue common law nuisance claims.

(B) Common law private nuisance is the exclusive remedy for interference with land use; statutory nuisance provisions are merely declaratory and add no separate enforcement mechanism.

(C) Statutory nuisance and common law nuisance are mutually exclusive; pursuing one remedy bars the other.

(D) Statutory nuisance under environmental and pollution control legislation supplements, but does not replace, the common law of private nuisance; statutory action may be taken by the local authority or pursuant to environmental legislation, while an individual affected may independently pursue a common law private nuisance action to recover damages and obtain an injunction; both regimes coexist and are not mutually exclusive.

Q36. Metro Construction Ltd engaged an independent contractor, FastDemolition Pvt Ltd, to demolish a dilapidated building in a busy commercial area. The demolition work was inherently dangerous and required special precautions. FastDemolition's crew failed to take adequate precautions, causing masonry to fall and injure a pedestrian on the adjacent footpath. Metro argued it was not liable because FastDemolition was an independent contractor over whose work it exercised no control. Which of the following correctly states the legal position on employer liability for independent contractors engaged in hazardous work?

(A) An employer who engages an independent contractor is never vicariously liable for the contractor's negligence; the independent contractor exception is absolute.

(B) An employer who engages an independent contractor to perform work that is inherently dangerous to third parties cannot escape liability for the contractor's negligent performance by relying on the fact of independent engagement; the employer's duty to ensure that the work is carried out safely is non-delegable in such circumstances, and Metro remains liable for FastDemolition's negligence.

(C) An employer is liable for an independent contractor's negligence only if the employer gave express instructions that led to the negligent act.

(D) Liability for an independent contractor's negligence shifts to the principal who commissioned the work only if the contractor is insolvent.

Q37. QuickBuy, an e-commerce platform, included the following clause in its standard terms and conditions: "QuickBuy shall not be liable for any loss or damage arising from defective products listed on the platform regardless of the cause, and no refund or replacement shall be issued once a product is dispatched." A consumer, Ms Arora, received a defective product that caused minor burns and sought redress. QuickBuy relied on the exclusion clause. Which of the following correctly states the position under the Consumer Protection Act 2019 on unfair terms in consumer contracts?

(A) Exclusion clauses in consumer contracts are fully enforceable regardless of their content; parties to a contract are bound by terms they have agreed to, and consumer protection legislation does not override freely negotiated contract terms.

(B) Unfair contract terms in consumer e-commerce transactions are regulated only by the Information Technology Act 2000; the Consumer Protection Act 2019 has no jurisdiction over online contract terms.

(C) Under the Consumer Protection Act 2019 read with the Consumer Protection (E-Commerce) Rules, contract terms that are unreasonably one-sided, deny the consumer remedies available under the Act, or exclude liability for negligence or fundamental breach are void as constituting unfair trade practices; QuickBuy's blanket exclusion clause attempting to deny all liability for defective products would be void, and Ms Arora is entitled to seek redress.

(D) Contract terms excluding liability in consumer transactions are enforceable provided they are displayed prominently and the consumer has had an opportunity to read them.

Q38. The Greenhill Waterworks Company had installed fire plugs in a residential street, maintaining them to the standard then considered adequate by engineers. An exceptionally severe winter frost of extraordinary intensity caused one of the plugs to fail, leading to flooding of nearby property. The frost was beyond anything previously recorded. The company had taken all precautions reasonable in ordinary circumstances. The property owners sued in negligence for breach of the duty of care. Which of the following best describes the factors relevant to determining whether a defendant's conduct falls below the standard of reasonable care?

(A) The calculus of negligence involves weighing: the probability that harm will occur if care is not taken; the seriousness and gravity of the potential harm; the social utility or benefit of the defendant's conduct; and the cost and practicability of precautions; a defendant who correctly weighs these factors and takes the precautions that a reasonable person would take does not breach the duty even if harm results; as established in *Blyth v Birmingham Waterworks Co* [1856], failure to guard against an extraordinary event that a reasonable person would not have anticipated does not constitute negligence.

(B) Negligence is established whenever harm results from the defendant's activity; the reasonableness of precautions taken is irrelevant.

(C) The sole test for breach of the duty of care is whether the defendant took any precautions at all; the adequacy of precautions is for the defendant to assess without judicial scrutiny.

(D) Breach of duty requires proof that the defendant subjectively knew the risk existed and chose to ignore it; objective reasonableness plays no part in assessing breach.

Q39. Mr Bose's three cows strayed from his farm onto his neighbour Mr Das's agricultural land and grazed on and trampled several rows of newly planted vegetables, causing measurable crop damage. Mr Das immediately rounded up and impounded the cows, informing Mr Bose that he would not return them until Mr Bose paid compensation for the crop damage. Mr Bose demanded the return of the cows and accused Mr Das of unlawfully detaining his animals. Which of the following correctly states the common law right of distress damage feasant?

(A) A person whose land is trespassed upon by straying animals has the right to shoot or destroy the animals as a proportionate remedy; compensation from the animal owner may also be claimed.

(B) The right of distress damage feasant does not extend to living animals; it applies only to inanimate objects found on the plaintiff's land.

(C) A person whose land is damaged by straying animals may impound and then sell the animals to recover the value of the damage; the right to sell is the essential remedy of distress damage feasant.

(D) Under the common law right of distress damage feasant, a person in possession of land may impound stray animals that have trespassed on and caused actual damage to the land; the animals may be detained until the owner pays compensation for the damage caused; the right is only to impound (not to destroy or sell the animals); the right arises only where actual damage has been caused and not merely from the fact of trespass; Mr Das's impoundment of the cows pending payment is lawful.

Q40. Pinewood Cricket Club engaged an independent pyrotechnics company, PyroShow Ltd, to conduct a fireworks display on their ground for a fundraising event. PyroShow negligently set up the display in a way that caused a misfiring firework to injure a spectator attending the event. The Club argued that it bore no liability because PyroShow was an independent contractor and the Club exercised no control over the technical aspects of the display. Which of the following correctly states the occupier's liability to visitors for negligence by an independent contractor on the premises?

(A) An occupier who engages an independent contractor bears absolutely no liability to visitors for the contractor's negligence; the visitor's remedy lies solely against the contractor.

(B) An occupier who engages an independent contractor to carry out work on their premises may remain liable to lawful visitors for injuries caused by the contractor's negligence where the work is inherently hazardous and the occupier failed to take reasonable steps to satisfy themselves that the contractor was competent and that the work had been properly done; as illustrated in *Bottomley v Todmorden Cricket Club* [2003], the Club may be liable for PyroShow's negligence in relation to the dangerous pyrotechnics activity.

(C) An occupier is vicariously liable for all acts of independent contractors working on their premises; the distinction between employees and independent contractors is irrelevant in occupiers' liability cases.

(D) An occupier's liability to visitors for a contractor's negligence arises only if the occupier was physically present during the contractor's work and had actual notice of the specific act of negligence.

Detailed Solutions

Q1.

Solution

Concept — Tortious Liability Between Spouses: At common law, the doctrine of spousal unity meant that a wife could not sue her husband in tort and vice versa. This immunity was subsequently abolished by law reform legislation in England (Married Women's Property Act and Law Reform (Husband and Wife) Act 1962) and analogous statutory reforms have modified the position to permit tortious claims between spouses for personal wrongs committed during the marriage.

Analysis: Mohan deliberately damaged Savita's property. Under the reformed position, the ancient immunity no longer applies and Savita is entitled to sue Mohan in tort for trespass to goods. The fact that the act occurred during the marriage does not bar the claim under the modern law.

Why other options are wrong:

- **Option A:** The ancient immunity has been abolished; Savita's claim is maintainable under the reformed law.
- **Option B:** The reformed law permits claims for wrongs committed during the marriage; there is no restriction to pre-marriage acts.
- **Option D:** There is no rule restricting inter-spousal claims to contract alone; Savita may sue in tort.

Final Answer: Law reform legislation has abolished the spousal immunity; Savita may sue Mohan for trespass to goods. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q1

Q2.

Solution

Concept — Act of God as Defence to Strict Liability (*Nichols v Marsland* [1876]): The Act of God defence excuses liability under *Rylands v Fletcher* where the escape is caused by a natural event of extraordinary and unprecedented violence that no reasonable foresight could have anticipated or guarded against. Ordinary weather events, even if severe, will not qualify; the standard is whether the event was beyond all reasonable human anticipation.

Analysis: In *Nichols v Marsland*, the Court of Exchequer held that the company was not liable for the damage caused by the bursting of the ornamental lake embankments because the storm was of such extraordinary violence as to constitute an Act of God. The event was beyond all reasonable foresight. Option A correctly captures this principle.

Why other options are wrong:

- **Option B:** Act of God is a recognised defence under *Rylands v Fletcher*; the rule is strict but not absolute.
- **Option C:** There is no such restriction to lightning or earthquake; any extraordinary natural event beyond reasonable foresight may qualify.
- **Option D:** Act of God is applicable both to negligence and to strict liability; it is not confined to negligence claims.

Final Answer: An extraordinarily violent, unforeseeable storm constitutes Act of God; the defence is available under *Rylands v Fletcher*. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q2

Q3.

Solution

Concept — Common Duty of Care to Lawful Visitors (Occupiers' Liability): Modern occupiers' liability legislation (e.g., the Occupiers' Liability Act 1957 in England and analogous principles in India) abolished the old common law distinction between invitees and licensees. In their place, a single "common duty of care" was introduced: the occupier must take such care as is reasonable in all the circumstances to ensure that the visitor will be reasonably safe in using the premises for the permitted purpose.

Analysis: Radha, a customer, is a lawful visitor to FreshMart's supermarket. The failure to warn of the wet floor represents a breach of the common duty of care. The old invitee/licensee distinction is no longer operative. Option D correctly states the unified duty and its application.

Why other options are wrong:

- **Option A:** The duty is to take reasonable care, not to make the premises absolutely safe; strict liability does not apply.
- **Option B:** Modern legislation has merged invitee and licensee categories; the two-tier common law distinction no longer applies.
- **Option C:** The duty extends beyond warning of known dangers to taking reasonable care regarding all hazards on the premises.

Final Answer: The occupier owes a common duty of care (merged categories) to take reasonable care for the visitor's safety. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q3

Q4.

Solution

Concept — Highway Authority's Duty of Care: A highway authority owes a duty to road users to maintain the highway in a reasonably safe condition. This duty arises both under statute and at common law. Where a dangerous defect is known or has been reported to the authority, and the authority fails to repair it within a reasonable time, that failure may constitute a breach of the duty of care giving rise to liability for resulting injuries.

Analysis: The pothole was reported in January and remained unrepaired until it injured Suresh in April. The three-month delay in addressing a known dangerous defect is sufficient to constitute a breach of the duty. Option B correctly states the applicable duty and the basis of liability.

Why other options are wrong:

- **Option A:** Road users do not assume the risk of known defects that the authority has failed to repair; such a rule would entirely defeat highway maintenance liability.
- **Option C:** Motorcyclists are lawful road users and are clearly within the class of persons to whom the duty is owed.
- **Option D:** Passive failure to maintain roads within a reasonable time after notice is sufficient; deliberate creation of a defect is not required.

Final Answer: A highway authority owes a duty to maintain roads safely; failure to remedy a known defect within a reasonable time is actionable. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q4

Q5.

Solution

Concept — Standard of Care and Physical Disability (*Roberts v Ramsbottom* [1980]): The standard of care in negligence is objective. A defendant with a physical disability is not judged by a purely subjective standard but against what the reasonable person with that disability would do in those circumstances. Importantly, a person who knows that their condition impairs their ability to drive safely and continues to drive notwithstanding that knowledge breaches the duty of care, even if the specific episode rendering them unfit was sudden or uncontrollable.

Analysis: Mr Sharma knew of his condition before driving. Continuing to drive in the knowledge that the condition could impair consciousness constitutes a breach of the duty of care. Option C correctly applies the *Roberts v Ramsbottom* principle.

Why other options are wrong:

- **Option A:** A purely subjective best-effort standard is not accepted in negligence; the objective standard applies with appropriate adjustment for the known disability.
- **Option B:** Awareness of a disabling condition does not create automatic exemption; it is precisely that awareness which makes the decision to drive negligent.
- **Option D:** Common law negligence principles apply; there is no statutory exclusion once a medical condition is present.

Final Answer: A driver who knowingly continues to drive with a condition affecting their ability to drive safely breaches the standard of care. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q5

Q6.

Solution

Concept — Manufacturer's Duty to Ultimate Consumer (*Donoghue v Stevenson* [1932]): The House of Lords in *Donoghue v Stevenson* established that a manufacturer of goods owes a duty of care directly to the ultimate consumer where: (i) the product reaches the consumer in the same form as it left the manufacturer; (ii) there is no reasonable possibility of intermediate examination; and (iii) the manufacturer knows that absence of reasonable care in production or manufacture will result in injury to the consumer. Lord Atkin articulated the neighbour principle: you must take reasonable care to avoid acts or omissions which you can reasonably foresee would be likely to injure your neighbour (persons who are so closely and directly affected by your act that you ought reasonably to have them in contemplation).

Analysis: The ginger beer was in an opaque bottle, preventing intermediate inspection. Mrs Donoghue was the ultimate consumer. The manufacturer owed her a direct duty of care in negligence. Option A correctly states this principle.

Why other options are wrong:

- **Option B:** *Donoghue v Stevenson* precisely rejected the limitation of duty to the immediate purchaser; the duty runs to the ultimate consumer.
- **Option C:** The neighbour principle and the manufacturer's duty have been extended far beyond food and drink to manufactured goods generally.
- **Option D:** The duty does not depend on the consumer having paid directly; direct purchase by the consumer is not required.

Final Answer: *Donoghue v Stevenson* established a manufacturer's direct duty to the ultimate consumer regardless of any contractual relationship. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q6

Q7.

Solution

Concept — Standard of Care for Specialists: The law sets the standard of care for professionals by reference to the reasonably competent practitioner in the relevant field. Where a person holds themselves out as a specialist in a particular area, they are judged against the standard of a reasonably competent specialist in that field, not merely a general practitioner. Specialisation elevates the required standard because the patient, employer, or client relies on the enhanced expertise that the specialist has represented themselves as possessing.

Analysis: Dr Iyer held himself out as a cardiologist. He must be judged against the standard of a reasonably competent cardiologist, not a general physician. Choosing a less advanced technique that falls below the cardiologist standard may constitute a breach. Option D correctly states the applicable standard.

Why other options are wrong:

- **Option A:** The standard of care does vary with the professional's specialisation; a uniform standard across all medical professionals is not applied.
- **Option B:** Specialisation raises, not lowers, the required standard of care; specialists undertake to provide the level of care commensurate with their

expertise.

- **Option C:** There is no requirement that the claimant have specifically requested specialist-level treatment; holding out as a specialist is itself sufficient to attract the higher standard.

Final Answer: A specialist is judged against the standard of a reasonably competent specialist in their field; specialisation raises the required standard. ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q7

Q8.

Solution

Concept — Joint and Several Liability of Multiple Defendants in Defamation: Where two or more defendants participate in publishing a defamatory statement — by authoring, editing, printing, or distributing it — each defendant who participates in the publication process is jointly and severally liable for the full harm caused to the plaintiff. This means the plaintiff may elect to sue any one of them for the full amount, or all of them; the defendants may then seek contribution among themselves.

Analysis: Raj, Sunil, PrintCo, and DistributeWell each played a distinct role in the publication chain. Each is jointly and severally liable. Ms Kapoor may recover her full damages from any one of them. Option B correctly states this principle.

Why other options are wrong:

- **Option A:** All participants in the publication chain bear liability, not only the author; a printer or distributor with knowledge of the defamatory content is not exempt.
- **Option C:** Publishers and distributors bear their own independent primary liability in publication; vicarious liability is not the correct characterisation.
- **Option D:** Joint and several liability (not merely several) is the applicable rule; the plaintiff need not apportion the claim among defendants.

Final Answer: All participants in the defamatory publication chain are jointly and severally liable; Ms Kapoor may recover full damages from any one defendant. ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q8

Q9.

Solution

Concept — Publication via WhatsApp Group: Defamation requires publication: the defamatory statement must be communicated to at least one person other than the plaintiff. Sending a message to a WhatsApp group constitutes simultaneous publication to all members of the group who read it. Each member who reads the message constitutes a separate act of receipt, and the totality of members reading the message constitutes the extent of publication. There is no requirement that group members be strangers; publication within a private messaging group is still actionable publication.

Analysis: Aditya sent the defamatory message to a group of 80 members, of whom 50 read it. This constitutes publication to 50 people, each reading being a separate publication. The private nature of the messaging platform does not negate publication. Option C correctly describes the legal position.

Why other options are wrong:

- **Option A:** Communication within a WhatsApp group is publication in law; members who receive and read the message are third parties for this purpose.
- **Option B:** There is no requirement of individual proof of understanding beyond the ordinary meaning test; publication is established by receipt and reading.
- **Option D:** Private messaging platforms are not exempt from defamation law; publication on any medium to a third party is actionable.

Final Answer: A WhatsApp group message is publication to each member who reads it; 50 readers means publication to 50 persons. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q9

Q10.

Solution

Concept — Burden of Proof for the Justification Defence in Defamation: A defamatory statement is presumed to be false; the burden lies on the defendant to prove its substantial truth if relying on the justification (or truth) defence. The plaintiff need not prove falsity; it is presumed. The defendant must establish that the statement is substantially true, which means that the sting of the allegation is true in its essential particulars, even if minor peripheral inaccuracies exist.

Analysis: The newspaper must prove that the article's allegations against Dr Mehta are substantially true. Dr Mehta is not required to disprove them. Option A correctly states that the burden of proving truth lies on the defendant.

Why other options are wrong:

- **Option B:** The plaintiff does not bear the burden of proving falsity; falsity is presumed in defamation, and malice is not a required element of the primary claim.
- **Option C:** Justification does not operate as a rebuttable presumption in the sense described; the defendant always bears the burden of establishing truth.
- **Option D:** Truth is not presumed in defamation; the presumption runs the other way (that the statement is false), and the defendant must rebut it.

Final Answer: The defendant bears the burden of proving substantial truth in the justification defence; falsity is presumed in the plaintiff's favour. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q10

Q11.

Solution

Concept — Trespass to Land and Police Entry: Entry onto another's land without permission and without lawful authority is a trespass to land. Police officers who enter premises with a valid and procedurally correct search warrant act with lawful authority and are protected from trespass claims in respect of that entry. However, entry without a warrant is a trespass unless the officer can demonstrate a specific recognised lawful power to enter, such as a statutory power of entry or a common law power of arrest; such a power must be strictly established and cannot be assumed.

Analysis: Monday's entry with a valid warrant is protected. Tuesday's entry without a warrant and without any other lawful authority is a trespass to land. Inspector Gupta is liable for the Tuesday entry. Option D correctly distinguishes the two situations.

Why other options are wrong:

- **Option A:** There is no general good-faith immunity for police from civil trespass claims; lawful authority must be specifically established.
- **Option B:** Wearing a uniform does not constitute lawful authority to enter premises; a warrant or specific statutory power is required.
- **Option C:** The Monday entry with a valid warrant is not a trespass; only the

Tuesday warrantless entry is actionable.

Final Answer: Entry with a valid warrant is lawful; entry without a warrant or other lawful power is trespass to land. $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q11

Q12.

Solution

Concept — Competent Adult's Absolute Right to Refuse Treatment: The law recognises that a competent adult has an absolute right to refuse medical treatment, including life-saving treatment, even if that refusal will result in their death. This right flows from the fundamental principle of bodily autonomy. Medical treatment administered to a competent adult who has clearly, consistently, and persistently refused consent constitutes a battery (trespass to the person), regardless of the physician's beneficent motive, the urgency of the situation, or the life-saving nature of the treatment.

Analysis: Mrs Iyer was of full mental capacity and had clearly and consistently refused the blood transfusion on religious grounds. The physician's decision to administer it notwithstanding her refusal constitutes battery. Option B correctly states the absolute nature of the right.

Why other options are wrong:

- **Option A:** Life-saving urgency does not override the competent patient's refusal; the principle of autonomy is paramount.
- **Option C:** Religious motivation for refusal does not qualify the right; the right to refuse applies regardless of the reason for refusal.
- **Option D:** The impact on dependants is not a ground for overriding a competent adult's clearly expressed refusal.

Final Answer: A competent adult's clear refusal of treatment is absolute; treating without consent constitutes battery. $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) Go Back to Q12

Q13.

Solution

Concept — Abatement as a Self-Help Remedy in Nuisance: A person affected by a private nuisance may resort to self-help by abating (removing) the nuisance without recourse to a court. The conditions for lawful abatement are: (i) where access to the defendant's land is required, notice to the defendant is ordinarily necessary beforehand; (ii) the abatement must be confined to removing the nuisance and must involve no more interference than necessary; (iii) the abator acts at their own risk if the conditions are not complied with. The right to cut back encroaching branches to the boundary line is a well-established application of this right.

Analysis: The branches encroach onto Mrs Nair's land. She may cut them back to the boundary line as abatement. Since she needs to access Mr Pillai's side only for the branches above the boundary, and the encroachment itself is on her land, she may act without prior notice where abatement is confined to her own land. Option C correctly describes the applicable principles.

Why other options are wrong:

- **Option A:** Abatement as a self-help remedy is well recognised in law; a court order is not always necessary.
- **Option B:** The right of abatement extends to encroaching natural vegetation; there is no restriction to artificial structures.
- **Option D:** The right of abatement is limited to removing the nuisance with minimum interference; it does not authorise unrestricted remedial action such as demolition.

Final Answer: Abatement is a self-help remedy available for nuisances including encroaching branches; minimum interference and (where necessary) prior notice apply. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q13

Q14.

Solution

Concept — Creator of Nuisance Remaining Liable After Leaving Land: A person who creates a nuisance on land does not escape liability for its continuing consequences merely by selling the land or vacating the premises. The continuing nature of the harm generated by the original tortious act keeps the creator liable. The current occupier who adopts or continues the nuisance may also be liable, but the creator's liability is not extinguished by the change of ownership.

Analysis: GreenBuild created the contamination through its own operations. Selling the land to UrbanDev did not extinguish GreenBuild's tortious liability to neighbours for the ongoing harm caused by the contamination it created. Option A correctly states that the creator remains liable.

Why other options are wrong:

- **Option B:** Tortious liability in nuisance does not automatically transfer to a purchaser on sale; the seller/creator retains liability for the nuisance they created.
- **Option C:** Liability does not cease on sale; the continuing harm makes the creator liable regardless of their current possession.
- **Option D:** Neighbours have a direct tortious claim against the creator; they are not limited to a contractual claim by the purchaser against the seller.

Final Answer: A nuisance creator remains liable for its continuing consequences even after leaving or selling the land. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q14

Q15.

Solution

Concept — Non-Natural Use of Land: Toxic Chemical Storage (*Rylands v Fletcher*): The rule in *Rylands v Fletcher* requires that the defendant make a "non-natural use" of their land. This means something beyond ordinary use, involving accumulation of something dangerous that poses a risk to others. The storage of large quantities of hazardous industrial chemicals — such as concentrated sulphuric acid — in a residential or suburban area for commercial purposes is a paradigm case of non-natural use of land. Escape of such substances causing damage attracts strict liability.

Analysis: Chemco stored 50,000 litres of concentrated sulphuric acid in a suburban residential area. This is clearly a non-natural use of land. The escape and resulting groundwater contamination and damage to domestic wells attracts strict liability under *Rylands v Fletcher*. Option D correctly identifies the non-natural use and the resulting strict liability.

Why other options are wrong:

- **Option A:** Industrial chemicals are not natural; their large-scale commercial storage in residential areas is far from natural use of land.
- **Option B:** Whether tanks are pre-existing or newly erected does not determine the non-natural use question; the nature and quantity of the substance is what matters.
- **Option C:** The rule in *Rylands v Fletcher* extends beyond water to any dangerous thing including chemical substances.

Final Answer: Large-scale toxic chemical storage in a residential area is non-natural use of land; strict liability applies under *Rylands v Fletcher*. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q15

Q16.

Solution

Concept — Absolute Liability with No Exceptions (*M.C. Mehta v Union of India* [1987]): The Supreme Court of India in the Oleum Gas Leak case evolved an indigenous rule of absolute liability for enterprises engaged in inherently hazardous or dangerous activities. This rule is stricter than the English rule in *Rylands v Fletcher* in that it admits absolutely no exceptions or defences — not Act of God, not act of a stranger, not the plaintiff's own fault, and not statutory authority. The enterprise takes on the risk of its hazardous activity absolutely.

Analysis: Toxigas is engaged in chlorine gas manufacture, an inherently hazardous activity. The Act of God plea (earthquake) is not available under the Indian absolute liability rule from *M.C. Mehta*. Option B correctly states that no exceptions apply under this rule.

Why other options are wrong:

- **Option A:** Indian courts do not apply *Rylands v Fletcher* unmodified for enterprises engaged in inherently hazardous activities; the stricter absolute liability rule applies.
- **Option C:** The absolute liability rule is not confined to nuclear installations; it applies to all enterprises engaged in inherently hazardous activities, in-

cluding chemical manufacturing.

- **Option D:** The absolute liability rule does not distinguish between deliberate acts and accidental failures; it applies regardless of how the escape occurs.

Final Answer: *M.C. Mehta* absolute liability admits no exceptions; Act of God, act of stranger, and plaintiff's fault are all unavailable as defences. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q16

Q17.

Solution

Concept — Hospital's Non-Delegable Duty of Care to Patients: A hospital that undertakes to treat a patient owes that patient a non-delegable duty to ensure that the treatment is provided with reasonable care. This duty is personal to the hospital and cannot be wholly discharged by deploying apparently competent staff. Where a nurse or junior doctor employed by the hospital negligently causes harm to a patient in the course of treatment, the hospital is directly liable by virtue of its non-delegable duty, in addition to any vicarious liability that may arise.

Analysis: The nurse was a direct employee who administered the wrong dosage. The hospital cannot escape liability by arguing that the nurse was competent and the error unforeseeable. The non-delegable duty requires the hospital to ensure that treatment is carried out with proper care. Option C correctly states the hospital's ongoing direct liability.

Why other options are wrong:

- **Option A:** Employing qualified staff does not discharge the non-delegable duty; errors by those staff engage the hospital's direct liability.
- **Option B:** Prior specific notice of the individual's incompetence is not required; the duty runs to the outcome of treatment, not just to the selection of staff.
- **Option D:** The hospital's duty is both tortious and contractual; patients are not limited to suing the individual practitioner.

Final Answer: A hospital's non-delegable duty makes it directly liable for the nursing error regardless of the nurse's apparent competence. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q17

Q18.

Solution

Concept — Vicarious Liability: Employment Status in the Gig Economy: Whether a gig economy worker is an employee or independent contractor for the purposes of vicarious liability is determined by a multi-factor assessment: the degree of control exercised by the platform over the worker's activities; the integration of the worker into the business; the mutuality of obligation; the economic reality of the relationship; and the ability to substitute. Courts have increasingly found that digital platforms exercise substantial control over their delivery riders and similar workers, treating them as employees for liability purposes despite the absence of formal employment contracts.

Analysis: Swiggo required riders to follow its protocols, wear its uniforms, and be rated through its system, indicating significant control and integration. These factors support finding Arjun was an employee for vicarious liability purposes. Option A correctly identifies the multi-factor approach and the trend toward finding platform workers as employees.

Why other options are wrong:

- **Option B:** Using one's own vehicle and setting hours are relevant factors but not conclusive; the totality of the relationship is assessed.
- **Option C:** Common law vicarious liability principles apply to gig economy workers; statute is not the exclusive basis.
- **Option D:** The absence of a written employment contract is not conclusive; courts look beyond the contractual label to the reality of the relationship.

Final Answer: Employment status for vicarious liability in the gig economy is assessed by control, integration, mutuality, and economic reality; platforms may be treated as employers. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q18

Q19.

Solution

Concept — Misleading Advertisements under the Consumer Protection Act 2019: The Consumer Protection Act 2019 establishes the Central Consumer Protection Authority (CCPA), empowered to investigate and take action against misleading and false advertisements. Under the Act, advertisers, manufacturers, and endorsers may all be held liable for misleading advertisements. Separately, individual consumers aggrieved by misleading advertisements that cause them harm may file complaints before the appropriate Consumer Disputes Redressal Commission for compensation and other relief.

Analysis: BrightSmile's advertisement made demonstrably false claims about the efficacy of its product. The CCPA may take action against the company. Consumers who purchased in reliance on the false claims may also file individual complaints. Option D correctly identifies both the regulatory mechanism and the consumer complaint route.

Why other options are wrong:

- **Option A:** The ASCI is a self-regulatory body but does not replace the statutory remedies under the CPA 2019; the Act expressly empowers the CCPA to act on misleading advertisements.
- **Option B:** Endorsers and media houses (not only manufacturers) may also be held liable; the Act explicitly extends liability beyond the manufacturer.
- **Option C:** The CPA 2019 provides mechanisms for individual consumer complaints against misleading advertisements; collective action is not the only route.

Final Answer: The CCPA may act against misleading advertisements; advertisers, manufacturers, and endorsers all face liability, and consumers may file individual complaints. ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q19

Q20.

Solution

Concept — Types of Relief under Section 39 CPA 2019: Section 39 of the Consumer Protection Act 2019 empowers a Consumer Disputes Redressal Commission to grant a wide range of remedies. These include: removing the defect from goods; replacing defective goods; returning the price paid; paying compensation for loss or injury; removing goods from sale where they are hazardous; discontinuing unfair trade practices; issuing corrective advertisement orders; awarding punitive damages where the deficiency or unfair practice was wilful; and awarding costs of the proceedings.

Analysis: Mr Patel's complaint regarding the defective refrigerator may attract several of the remedies listed in Section 39, including repair, replacement, refund, or compensation. The Commission's powers are not limited to monetary awards alone. Option B accurately and comprehensively lists the range of available reliefs.

Why other options are wrong:

- **Option A:** The Commission's powers extend far beyond monetary compensation; it may order replacement, removal of defects, and corrective advertising.
- **Option C:** The Commission is not restricted to repair orders; it may award compensation and, in appropriate cases, punitive damages.
- **Option D:** The Commission's powers under Section 39 are not dependent on what the parties themselves propose in mediation; the Commission may impose any appropriate remedy from the statutory range.

Final Answer: Section 39 CPA 2019 gives the Commission wide remedial powers including replacement, refund, compensation, corrective advertising, and punitive damages. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q20

Q21.

Solution

Concept — Mandatory Third-Party Insurance: Section 146 MVA 1988: Section 146 of the Motor Vehicles Act 1988 makes it unlawful for any person to use, or cause or allow any other person to use, a motor vehicle in any public place unless there is in force in relation to that motor vehicle a policy of insurance complying with the requirements of Chapter XI of the Act. This requirement covers third-party liability and is mandatory for all motor vehicles used in a public place, regardless of whether they are private or commercial. There is no exemption for private, non-commercial use.

Analysis: Ashok drove a private car on a public road without any insurance. This is a criminal offence under Section 146 regardless of his intention to insure. His private use and good faith do not create any exemption. Option C correctly states the mandatory nature of the insurance requirement.

Why other options are wrong:

- **Option A:** The mandatory insurance requirement applies to all motor vehicles, not only commercial vehicles.
- **Option B:** There is no exemption for non-hire-and-reward private use; all vehicles used in public places must be insured.
- **Option D:** Seating capacity is irrelevant to the insurance requirement; the obligation applies to all motor vehicles.

Final Answer: Section 146 MVA 1988 mandates third-party insurance for all motor vehicles used in public places; no exemption exists for private or non-commercial use. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q21

Q22.

Solution

Concept — No-Fault Compensation for Permanent Disablement: Section 140 MVA 1988: Section 140 of the Motor Vehicles Act 1988 provides for no-fault liability. Where a person sustains permanent disablement as a result of an accident arising out of the use of a motor vehicle or motor vehicles, the owner of the vehicle(s) shall be liable to pay fixed compensation regardless of any question of fault. The claimant need not prove negligence. This is a standalone remedy and is in addition to, not in substitution for, any fault-based claim the claimant may make under Section 166 of the Act.

Analysis: Renu suffered permanent paraplegia. She is entitled to claim fixed compensation under Section 140 without proving fault. She may also pursue a separate fault-based claim under Section 166. Option A correctly states the no-fault entitlement and its relationship to Section 166 claims.

Why other options are wrong:

- **Option B:** Section 140 expressly covers permanent disablement in addition to death; the claimant need not prove negligence.
- **Option C:** Accepting Section 140 compensation does not bar a Section 166 fault-based claim; Section 140 provides additional interim relief.
- **Option D:** Section 140 is not limited to pedestrians and cyclists; it applies to all persons including passengers in the vehicle.

Final Answer: Section 140 MVA 1988 provides no-fault compensation for permanent disablement, available in addition to (not instead of) a Section 166 fault-based claim. ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q22

Q23.

Solution

Concept — Anns v Merton Two-Stage Test and Its Rejection: In *Anns v Merton London Borough Council* [1978], Lord Wilberforce propounded a two-stage test: first, whether there was sufficient proximity or neighbourhood to give rise to a prima facie duty of care; second, if yes, whether there were considerations that ought to limit the scope of the duty, the class of persons who can rely on it, or the damages recoverable from its breach. The test was criticised for expanding negligence liability too broadly and was expressly overruled by *Murphy v Brentwood District Council* [1990]. The *Caparo* three-stage test — foreseeability, proximity, and fairness, justice and reasonableness — replaced it as the standard framework.

Analysis: Option D correctly describes the two-stage *Anns* test, its criticism for creating an overly broad duty of care, its overruling in *Murphy v Brentwood*, and the replacement by the *Caparo* three-stage test.

Why other options are wrong:

- **Option A:** The *Anns* test was not about physical relationships; it addressed neighbourhood and proximity in the tortious sense, and it was overruled for being too wide, not too narrow.
- **Option B:** *Anns* was definitively overruled in 1990; it is no longer the leading test in England.
- **Option C:** The *Anns* test was not replaced by a requirement of intentional wrongdoing; the *Caparo* three-stage test replaced it.

Final Answer: *Anns* two-stage test expanded liability too broadly; overruled in *Murphy v Brentwood*; replaced by the *Caparo* three-stage test. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q23

Q24.

Solution

Concept — Novus Actus Interveniens: Deliberate Criminal Act (*Home Office v Dorset Yacht Co* [1970]): Where a third party's deliberate criminal act intervenes between the defendant's negligence and the plaintiff's loss, the general rule is that such a deliberate act breaks the chain of causation, relieving the defendant of liability. However, this rule is not absolute. Where the very risk of a third party committing such a criminal act was the reason for imposing the duty on the defendant in the first place — as in *Home Office v Dorset Yacht* where the Home Office owed a duty to prevent the escape of borstal boys — the deliberate criminal act does not break the chain of causation.

Analysis: SafeWatch was engaged precisely to prevent the escape of the young offenders. The risk of escape leading to property damage was the very risk SafeWatch was duty-bound to guard against. The offenders' deliberate acts did not break the causal chain. Option B correctly states the applicable principle.

Why other options are wrong:

- **Option A:** Deliberate criminal acts do not automatically and always break the chain; the *Dorset Yacht* exception is well established.
- **Option C:** There is no premeditation requirement; the relevant question is whether the risk of such intervention was the duty's purpose.
- **Option D:** Prior acquaintance between defendant and third party is not the determining criterion; the purpose of the duty and foreseeability of the intervention are what matter.

Final Answer: A third party's deliberate criminal act does not break the chain of causation where preventing that very risk was the defendant's duty under *Dorset Yacht*. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q24

Q25.

Solution

Concept — Pledge, Pledgee's Right of Sale, and Conversion: A pledge gives the pledgee the right to possess the pledged goods and, upon default by the pledgor, a right to sell them. However, the pledgee's right of sale arises only upon the pledgor's default and the existence of a valid outstanding debt. If the pledgor fully repays the debt and the pledgee then sells the goods, the sale is without legal authority and constitutes conversion — a dealing with the goods inconsistent with the pledgor's right to them.

Analysis: Ramesh repaid the full loan with interest. The debt was extinguished. Goldcredit's subsequent sale of the watch — even if done in mistaken belief that the debt was outstanding — was a sale without legal authority at that time, constituting conversion. Ramesh may sue in conversion. Option C correctly states the legal position.

Why other options are wrong:

- **Option A:** A pledgee does not have an unrestricted right to sell; the right arises only on the pledgor's default, not after full repayment.

- **Option B:** Legal possession as pledgee does not authorise a sale after the debt is fully repaid; conversion does arise in such circumstances.
- **Option D:** Conversion is not confined to sales at an undervalue; any unauthorised sale, including one at market value, after the debt is repaid constitutes conversion.

Final Answer: Selling pledged goods after full repayment of the debt constitutes conversion; the right of sale must exist at the time of the sale. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q25

Q26.

Solution

Concept — Republication in Defamation: Each fresh communication of a defamatory statement to a new third party is a new and separate act of publication, giving rise to a distinct cause of action. The original author is not only liable for the initial publication but may also be liable for republication where the republication was a reasonably foreseeable consequence of the original. Where the author could reasonably foresee that the recipient of the initial publication would further circulate it (e.g., because the recipient was in a position that made circulation likely), the author bears responsibility for that foreseeable republication.

Analysis: Suhas sent the letter to Deepa, a colleague. Forwarding such a letter within a workplace context was reasonably foreseeable. Suhas cannot avoid liability for the republication by characterising it as Deepa's act alone. Option A correctly states the law on republication liability.

Why other options are wrong:

- **Option B:** The original author is not automatically absolved of responsibility for foreseeable republication; they remain liable for publications within the reasonable contemplation of the original act.
- **Option C:** Republication creates a new and separate cause of action; the right to sue is not extinguished by the first publication.
- **Option D:** Liability for republication does not require express authorisation; reasonable foreseeability of the republication is sufficient.

Final Answer: An author is liable for reasonably foreseeable republications of their defamatory statement; each republication is a separate cause of action. ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q26

Q27.

Solution

Concept — Noise as Private Nuisance (*Kennaway v Thompson* [1981]): Private nuisance extends to intangible interferences with the use and enjoyment of land, including noise. To be actionable, the interference must be unreasonable, substantial, and persistent. Relevant factors include: the time of day at which noise occurs, its frequency and intensity, the nature of the locality, and the sensitivity of the plaintiff. Where a nuisance is established, the court has discretion to award damages and/or an injunction. In *Kennaway v Thompson*, the Court of Appeal upheld an injunction limiting excessive motor-boat racing noise rather than merely awarding damages, establishing that injunctive relief is available for noise nuisance.

Analysis: Mr Lal's persistent loud noise sessions during evenings and weekend mornings constitute a substantial and unreasonable interference with Mrs Rao's enjoyment of her residential property. The claim in private nuisance is well founded, and both damages and an injunction are available remedies. Option D correctly states the principles.

Why other options are wrong:

- **Option A:** Noise can constitute private nuisance; it is one of the most common forms of intangible interference actionable in private nuisance.
- **Option B:** There is no absolute right to generate noise for commercial activities in any area; the character of the neighbourhood is relevant but not conclusive.
- **Option C:** Physical damage to property is not required for noise nuisance; interference with enjoyment is sufficient.

Final Answer: Persistent unreasonable noise is actionable as private nuisance; damages and injunction are both available remedies as confirmed in *Kennaway v Thompson*. $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q27

Q28.

Solution

Concept — Lien, Wrongful Detention (Detinue), and Conversion: A possessory lien entitles the holder to retain goods until a specific debt is discharged. Exercising a valid lien is not a wrong. However, once the debt is fully paid, the lien is extinguished and the holder must return the goods. Refusal to return goods after full payment constitutes wrongful detention (the modern equivalent of detinue). A sufficiently prolonged and unjustified refusal to return — or dealing with the goods inconsistently with the owner's right — may amount to conversion.

Analysis: AutoFix had a valid lien while the repair charges were unpaid. Once Mr Vikram paid the full balance, the lien was discharged. Subsequent refusal to return the car and a demand for an unagreed storage fee constitute wrongful detention, and sustained refusal could amount to conversion. Option B correctly states these principles.

Why other options are wrong:

- **Option A:** A lien does not entitle indefinite retention after the underlying debt is paid; it is extinguished upon payment.
- **Option C:** A possessory lien confers a right to retain, not to sell, unless statute or contract expressly provides otherwise.
- **Option D:** Exercise of a valid lien for unpaid charges is not conversion; conversion arises when the holder exceeds or abuses their possessory right.

Final Answer: A valid lien is extinguished on full payment; refusing to return goods thereafter is wrongful detention that may amount to conversion. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q28

Q29.

Solution

Concept — Duty of Care for Negligent Statements: Assumption of Responsibility (*Hedley Byrne v Heller* [1964]): In *Hedley Byrne & Co Ltd v Heller & Partners Ltd*, the House of Lords recognised that a duty of care in tort arises in respect of statements causing purely economic loss where: (i) the defendant assumed responsibility towards the plaintiff by making the statement knowing that the plaintiff would rely on it; and (ii) the plaintiff did in fact reasonably and foreseeably rely on the statement to their detriment. The duty is not limited to qualified professionals and does not require a fee to have been charged.

Analysis: National Finance Ltd prepared the report specifically for Mr Shah, knowing he would rely on it for a large investment. Mr Shah did rely on it and lost his entire investment. The assumption of responsibility and detrimental reliance are both established. Option C correctly identifies the basis of the duty.

Why other options are wrong:

- **Option A:** *Hedley Byrne* established that recovery for economic loss caused by negligent statements is available at common law in appropriate circumstances.
- **Option B:** The duty is not confined to qualified accountants or solicitors; any person who assumes responsibility for advice or information may attract the duty.
- **Option D:** The form of the statement (written or oral, formal or preliminary) is not determinative; assumption of responsibility and detrimental reliance are the key elements.

Final Answer: Under *Hedley Byrne*, assumption of responsibility and detrimental reliance ground a duty of care for negligent statements causing economic loss; no fee is required. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q29

Q30.

Solution

Concept — Apology as Mitigation, Not Defence, in Defamation: An apology after publication does not constitute a defence to a defamation claim and does not extinguish the cause of action or the liability that has already arisen. Liability in defamation attaches at the moment of publication. An apology is, however, a relevant factor when the court assesses the quantum of damages. A prompt, sincere, and prominently placed retraction and apology may substantially reduce the compensatory and aggravated damages awarded to the plaintiff, though it does not eliminate them.

Analysis: The Daily Clarion published a false article and then apologised within three days. The apology does not provide a defence to Ms Devi's claim but may reduce the damages she recovers. Option A correctly distinguishes the mitigating effect of an apology from a complete defence.

Why other options are wrong:

- **Option B:** An apology is not a complete defence; it cannot extinguish liability once publication has occurred.

- **Option C:** An apology's relevance is not confined to the justification defence; it goes to the quantum of damages across all defamation cases.
- **Option D:** An apology is a mitigating factor that reduces damages; it is not an admission that automatically triggers maximum punitive damages.

Final Answer: An apology is a mitigating factor reducing damages, not a complete defence; liability for the original publication remains. ⇒ A

Answer: (A) Go Back to Q30

Q31.

Solution

Concept — Appeal from State Commission to National Commission: Section 51 CPA 2019: Under Section 51 of the Consumer Protection Act 2019, any person aggrieved by an order made by the State Consumer Disputes Redressal Commission may prefer an appeal against such order to the National Consumer Disputes Redressal Commission on the grounds of fact or law within thirty days of the date of the order. The National Commission may, after giving the parties an opportunity to be heard, confirm, modify, or reverse the order appealed against.

Analysis: ElectroWorld, aggrieved by the State Commission order, must appeal to the National Commission under Section 51. The appeal must be filed within 30 days, subject to condonation of delay. Option D correctly identifies the appellate forum and the time limit.

Why other options are wrong:

- **Option A:** The CPA 2019 does not provide for an appeal from the State Commission to the High Court; the statutory appeal route is to the National Commission.
- **Option B:** The District Commission does not have appellate jurisdiction over State Commission orders; the appellate hierarchy is District – State – National.
- **Option C:** The National Commission, not the Supreme Court, is the statutory appellate forum for State Commission orders; the Supreme Court is available only as a last resort under Article 136 of the Constitution.

Final Answer: Under Section 51 CPA 2019, appeals from the State Commission lie to the National Commission within 30 days, with power to confirm, modify, or reverse. ⇒ D

Answer: (D) Go Back to Q31

Q32.

Solution

Concept — Lok Adalat Settlement in Motor Accident Claims: Under the Legal Services Authorities Act 1987, cases pending before courts or tribunals (including Motor Accidents Claims Tribunals) may be referred to a Lok Adalat for settlement. A settlement reached at a Lok Adalat and recorded is deemed to be a decree of a civil court. Such a decree is final and binding and is not subject to appeal before any court. No court fee is payable on the settlement amount, and the settlement may be executed as a civil court decree.

Analysis: Ms Geeta's MACT claim was settled at Lok Adalat. The settlement has the effect of a final court decree and cannot be challenged by way of appeal. The insurer cannot appeal the Lok Adalat settlement. Option B correctly states the finality and non-appealability of such settlements.

Why other options are wrong:

- **Option A:** A Lok Adalat settlement is not a preliminary agreement; it is immediately final and binding with the effect of a decree.
- **Option C:** A Lok Adalat award does not require confirmation by the MACT; it is self-executing as a decree of a civil court.
- **Option D:** Motor accident claims are specifically contemplated for Lok Adalat reference; they are not excluded from Lok Adalat jurisdiction.

Final Answer: A Lok Adalat settlement of a MACT claim is final, has the effect of a court decree, and is not appealable. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q32

Q33.

Solution

Concept — Concurrent Tortfeasors and Joint and Several Liability: Concurrent tortfeasors are two or more independent defendants whose separate tortious acts together cause the same indivisible damage to the plaintiff. Although they act independently and without concert, each is jointly and severally liable to the plaintiff for the full amount of the damage. The plaintiff may recover the total sum from any one of them. The paying defendant may then seek contribution from the others under contribution legislation. The plaintiff is not required to apportion the loss.

Analysis: A Ltd and B Ltd independently discharged pollutants that together caused the indivisible destruction of Mr Rao's fish stock. Each is jointly and severally liable for the full loss. Mr Rao may sue either or both. Option C correctly states the joint and several liability rule for concurrent tortfeasors.

Why other options are wrong:

- **Option A:** Joint and several liability applies to concurrent tortfeasors; proportionate several-only liability is not the rule where the damage is indivisible.
- **Option B:** Concurrent tortfeasors need not act in concert; independent acts causing the same indivisible damage are sufficient to attract joint and several liability.
- **Option D:** Both tortfeasors are equally liable to the plaintiff regardless of the magnitude of their individual contributions; the plaintiff is not confined to suing the "greater contributor."

Final Answer: Concurrent tortfeasors are jointly and severally liable for the full indivisible damage; Mr Rao may recover his entire loss from either defendant. $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q33

Q34.

Solution

Concept — Psychiatric Harm from Witnessing Destruction of Own Property (*Attia v British Gas* [1988]): The Court of Appeal in *Attia v British Gas plc* held that a plaintiff who suffers a recognised psychiatric illness as a result of witnessing the destruction of their own property caused by the defendant's negligence has a viable claim in negligence. The directly observed damage to one's own property is a triggering event that is within the scope of the duty of care owed to the plaintiff as property owner; it is not subject to the *Alcock* secondary victim control mechanisms because the plaintiff is directly affected — the property lost is their own.

Analysis: Mrs Attia watched her own house burn down due to the gas engineers' negligence. Her subsequent recognised psychiatric illness arose from observing the destruction of her property. Option A correctly states that this head of recovery is available in negligence on the basis established in *Attia v British Gas*.

Why other options are wrong:

- **Option B:** The plaintiff does not need to be within the zone of physical danger; direct observation of damage to one's own property is a sufficient connection.
- **Option C:** Physical presence on the land at the time of the damage is not required; Mrs Attia returned to find her house burning and observed the destruction.
- **Option D:** There is no rule requiring concurrent physical injury to the plaintiff or a close relative; psychiatric harm from witnessing property destruction is independently recoverable.

Final Answer: Recognised psychiatric illness from witnessing the destruction of one's own property is recoverable in negligence under *Attia v British Gas*. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q34

Q35.

Solution

Concept — Statutory Nuisance and Common Law Nuisance Coexisting: Statutory nuisance under environmental and pollution control legislation (e.g., Environmental Protection Act 1990 in England; analogous legislation in India) provides a distinct public law mechanism for controlling nuisance through local authority action and regulatory enforcement. This regime supplements but does not replace the common law of private nuisance. An individual affected by a nuisance that also constitutes statutory nuisance may independently pursue a common law private nuisance claim to recover damages and obtain injunctive relief. The two regimes are not mutually exclusive.

Analysis: The chemical plant's emissions may constitute both statutory nuisance and common law private nuisance. The existence of a statutory regime does not extinguish the residents' common law rights. They may pursue both avenues. Option D correctly identifies the coexistence of the two regimes.

Why other options are wrong:

- **Option A:** Statutory nuisance legislation does not exhaust the field; it supplements rather than replaces common law nuisance.
- **Option B:** Statutory nuisance has its own enforcement mechanisms distinct from common law; characterising it as merely declaratory is incorrect.
- **Option C:** Pursuing one remedy does not bar the other; the two regimes co-

exist and pursuing statutory remedies does not preclude common law claims.

Final Answer: Statutory and common law nuisance regimes coexist; an individual may pursue common law private nuisance independently of statutory enforcement action. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q35

Q36.

Solution

Concept — Non-Delegable Duty for Inherently Hazardous Work by Independent Contractors: The general rule is that an employer is not vicariously liable for the negligence of an independent contractor. However, an important exception applies where the work is inherently dangerous. Where an employer engages an independent contractor to perform work that by its very nature poses special risks of danger to third parties, the employer's duty to ensure that the work is carried out safely is non-delegable. The employer cannot avoid liability by delegating the work to a contractor, however competent. The liability is direct, not vicarious.

Analysis: Demolition of a building in a busy commercial area is inherently dangerous to pedestrians and neighbouring property. Metro's duty to ensure that such dangerous work was performed safely was non-delegable. FastDemolition's negligence does not relieve Metro of its direct liability to the injured pedestrian. Option B correctly states this principle.

Why other options are wrong:

- **Option A:** The independent contractor exception is not absolute; it yields to the non-delegable duty rule where the work is inherently dangerous.
- **Option C:** No express instruction linking the employer to the negligent act is required where the work is inherently hazardous; the non-delegable duty is about ensuring safety, not directing specific acts.
- **Option D:** The contractor's insolvency is not a prerequisite for the employer's liability; the duty is non-delegable regardless of the contractor's financial position.

Final Answer: Inherently dangerous work creates a non-delegable duty; Metro cannot escape liability for FastDemolition's negligence by pointing to independent contractor status. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q36

Q37.

Solution

Concept — Unfair Contract Terms under CPA 2019: The Consumer Protection Act 2019 and the Consumer Protection (E-Commerce) Rules 2020 treat contract terms that are unreasonably one-sided or that deny consumers their statutory rights as unfair trade practices. A term that excludes all liability for defective products — regardless of the nature or consequence of the defect — is a quintessential unfair contract term. Such terms are void and unenforceable. The consumer retains all statutory rights conferred by the Act notwithstanding any contrary term in the contract.

Analysis: QuickBuy's blanket exclusion clause attempted to deny consumers all remedies for defective products, including in respect of products that caused physical injury. This is an unfair contract term and is void under the CPA 2019 framework. Ms Arora is entitled to pursue remedies despite the clause. Option C correctly identifies the legal position.

Why other options are wrong:

- **Option A:** Freedom of contract does not override statutory consumer protection rights; unfair exclusion clauses in consumer contracts are void under the CPA 2019.
- **Option B:** The CPA 2019, not only the IT Act 2000, governs consumer contracts in e-commerce; the two regimes are complementary.
- **Option D:** Prominent display does not validate an inherently unfair exclusion clause; prominence of presentation does not cure substantive unfairness under consumer protection law.

Final Answer: Unfair exclusion clauses in consumer contracts are void under the CPA 2019; Ms Arora retains her statutory rights notwithstanding the exclusion clause. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q37

Q38.

Solution

Concept — Calculus of Negligence: Standard of the Reasonable Person (*Blyth v Birmingham Waterworks Co* [1856]): In *Blyth v Birmingham Waterworks Co*, the Court of Exchequer articulated that negligence is the omission to do something that a reasonable man, guided upon those considerations which ordinarily regulate the conduct of human affairs, would do, or doing something which a prudent and reasonable man would not do. In assessing whether a defendant's conduct falls below this standard, courts weigh: the probability of harm, the magnitude and severity of that harm, the social utility of the defendant's conduct, and the burden and practicability of precautions. Where a reasonable person would not have anticipated the risk, there is no breach.

Analysis: The frost was of extraordinary intensity beyond all previous recorded experience. The waterworks company had taken all precautions reasonable in ordinary circumstances. A reasonable person would not have anticipated such an extraordinary event and would not have taken additional precautions against it. No breach of duty is established. Option A correctly describes the calculus of negligence and its application to the facts.

Why other options are wrong:

- **Option B:** Negligence is not established merely from the fact of harm; the reasonableness of the precautions taken is central to the inquiry.
- **Option C:** Adequacy of precautions is subject to judicial assessment against the objective standard; it is not purely a matter for the defendant's own judgment.
- **Option D:** The objective reasonable person standard governs breach; subjective knowledge of the risk is not the test under *Blyth*.

Final Answer: The calculus of negligence weighs probability, magnitude of harm, social utility, and cost of precautions; no breach arises where an extraordinary unforeseeable event occurs despite reasonable precautions. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q38

Q39.

Solution

Concept — Distress Damage Feasant: Distress damage feasant is a common law right that allows a person in possession of land to impound chattels (including stray animals) found on their land if those chattels have caused actual damage to the land. The right is to detain the impounded items until the owner pays compensation for the damage caused. Key limitations: (i) actual damage must have been caused by the trespassing chattel; (ii) the right is to impound only — the impounders may not destroy or sell the chattels; (iii) the right ceases as soon as the owner offers to pay the assessed compensation.

Analysis: Mr Bose's cows trespassed on Mr Das's land and caused actual crop damage. Mr Das had the right to impound the cows until Mr Bose paid compensation for the crop loss. Option D correctly describes all the essential elements and limitations of the right of distress damage feasant.

Why other options are wrong:

- **Option A:** The right of distress damage feasant does not entitle the land owner to shoot or destroy the animals; the right is only to impound.
- **Option B:** The right applies to living animals as well as inanimate objects; the trespass of livestock causing crop damage is its paradigm application.
- **Option C:** The right is to impound only; there is no right to sell the impounded animals under distress damage feasant unless a separate statute provides for it.

Final Answer: Distress damage feasant permits impoundment of damage-causing trespassing animals pending payment of compensation; the right is to impound, not to sell or destroy. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q39

Q40.

Solution

Concept — Occupier's Liability for Independent Contractor: Hazardous Work (*Bottomley v Todmorden Cricket Club* [2003]): An occupier who engages an independent contractor to perform work on their premises is not automatically absolved of all responsibility to visitors. Under occupiers' liability principles, where the work engaged is inherently hazardous, the occupier has a residual duty to: (i) select a reasonably competent contractor; and (ii) take reasonable steps to oversee or verify that the work is adequately done. In *Bottomley v Todmorden Cricket Club*, the Court of Appeal held the cricket club liable to a visitor injured by the negligent pyrotechnics display conducted by an independent contractor, because the activity was inherently dangerous and the club had failed to take steps to verify the contractor's competence.

Analysis: Pyrotechnics is an inherently hazardous activity. Pinewood Cricket Club had a duty to satisfy itself that PyroShow was competent and that the display would be safely conducted. The Club cannot escape liability merely by engaging an independent contractor. Option B correctly applies the *Bottomley* principle.

Why other options are wrong:

- **Option A:** An occupier is not always absolved by engaging an independent contractor; the hazardous nature of the activity imposes a residual duty on the occupier.
- **Option C:** The occupier is not vicariously liable as an employer; the liability is the occupier's own direct duty to visitors, which extends to taking reasonable steps regarding hazardous contractor work.
- **Option D:** Physical presence during the contractor's work or actual notice of the specific negligent act are not prerequisites; the occupier's failure to take reasonable pre-event steps regarding competence is sufficient.

Final Answer: An occupier remains liable for hazardous contractor work if they failed to take reasonable steps to verify competence; *Bottomley v Todmorden Cricket Club* applies. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q40

Answer Key

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