CLAT PG Law of Torts

Sample Paper – 7

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. A well-known surgeon, Dr. Mehra, discovers that a rival has spread false allegations about his professional competence in two ways: first, by publishing them in a medical journal (in print), and second, by making the same allegations verbally at a medical conference to a small audience. Dr. Mehra seeks legal advice on whether he needs to prove special damage in either or both situations to succeed in a defamation action.

(A) Both libel and slander are actionable per se without proof of special damage, since the allegations touch professional competence in both cases and the subject matter overrides the form of publication.

(B) **Libel**, being in permanent written form, is actionable per se without proof of special damage; **slander**, being in transient spoken form, generally requires proof of special damage unless it falls within a recognised exception — such as words imputing unfitness in a profession — in which case slander is also actionable per se.

(C) Slander is actionable per se but libel requires proof of special damage, because written words are more easily corrected and cause less lasting harm than false spoken words repeated in professional circles.

(D) Both libel and slander require proof of special damage in all circumstances, regardless of whether the defamatory statement touches the plaintiff's professional reputation or competence.

Q2. A newspaper published an investigative report stating that a local councillor had been convicted of tax fraud ten years earlier. The report was entirely accurate. The councillor sued for defamation, arguing that the publication was motivated by malice and had been deliberately timed to damage his upcoming re-election campaign. The newspaper relied on the defence of justification (truth).

(A) Justification is defeated by proof of malice; a defendant who publishes a true statement with the deliberate intention of harming the plaintiff cannot rely on the defence of truth.

(B) Justification is available only where the defendant published the true statement in the public interest; truth alone, without a public interest element, is an insufficient defence to a defamation claim.

(C) **Justification** (truth) is a complete defence to defamation; the defendant must prove that the statement is substantially true, and once truth is established, the defence succeeds regardless of the defendant's motive or malice in publishing.

(D) The defence of justification is unavailable where the defamatory publication relates to past criminal conduct that has already been punished and the offender rehabilitated.

Q3. Shanti's husband was killed when he was struck by a speeding truck while crossing a road. The truck driver fled the scene. Shanti filed a claim for compensation under the no-fault liability provisions of the Motor Vehicles Act 1988. The truck owner contested the claim, arguing that the accident occurred partly because of the victim's own negligence in crossing at an undesignated point.

(A) No compensation is payable under the Motor Vehicles Act 1988 where contributory negligence of the victim is established; a finding of contributory negligence defeats the no-fault claim entirely.

(B) No-fault compensation under the Motor Vehicles Act 1988 is available only for accidental injuries causing permanent disablement and not for the death of the victim.

(C) No-fault liability under the Motor Vehicles Act 1988 applies only to accidents involving public transport vehicles such as government buses and state-owned trucks, not private commercial vehicles.

(D) Under Section 140 of the Motor Vehicles Act 1988, compensation is payable on the principle of **no-fault liability** to the legal representatives of a person who dies in an accident involving a motor vehicle; entitlement does not depend on proof of negligence on the part of the driver, and a fixed statutory sum is payable regardless of any contributory negligence of the deceased.

Q4. A retail electronics company advertised a television set at a "special festival price" of Rs. 35,000 by falsely claiming that the original price had been Rs. 60,000, when in fact the product had never previously been sold at that price. A consumer who purchased the television filed a complaint alleging an unfair trade practice under the Consumer Protection Act 2019.

(A) Under Section 2(47) of the Consumer Protection Act 2019, **unfair trade practice** includes falsely representing the price of goods as a reduction from a higher price that was never actually charged; the consumer's complaint falls squarely within the statutory definition and is maintainable.

(B) Making a false statement about the original price of goods does not constitute an unfair trade practice under the Consumer Protection Act 2019; only misrepresentations about the quality or specification of the product are covered by the Act.

(C) The Consumer Protection Act 2019 does not define unfair trade practice; what constitutes such a practice is left entirely to the discretion of the Consumer Commission in each case.

(D) A complaint for unfair trade practice under the Consumer Protection Act 2019 requires proof of financial loss exceeding Rs. 10,000; a complaint about a price misrepresentation is not maintainable without quantified damage above that threshold.

Q5. Suresh walked towards his neighbour Ramesh, raised his fist, and said, "I am going to punch you right now unless you move away." Ramesh stepped back in fear of being struck. No physical contact occurred. Suresh argues that since he never actually touched Ramesh, he cannot be liable for any tort against the person.

(A) No tort has been committed because trespass to the person always requires actual physical contact; apprehension of contact, however genuine, is legally insufficient to found an action.

(B) Suresh has committed the tort of **assault**; the tort consists of an act by the defendant that causes the claimant a reasonable apprehension of an imminent battery, and does not require any actual physical contact; Ramesh's reasonable fear of an immediate punch satisfies all elements of the tort.

(C) Suresh has committed the tort of battery rather than assault, because battery encompasses both actual touching and credible threats of imminent physical contact made at close range.

(D) Ramesh's claim fails because he took evasive action and successfully avoided the threatened contact; a claimant who avoids the harm suffers no actionable damage and cannot sue for assault.

Q6. A municipal corporation cordoned off one half of a bridge for a public event, preventing pedestrians from crossing in that direction. Pedestrians could still use the footpath on the other side of the bridge and alternative streets nearby. Amit, who was prevented from crossing in his preferred direction, filed a claim for false imprisonment against the municipal corporation.

(A) Any restriction on freedom of movement imposed by a public authority without a court order constitutes false imprisonment; Amit's claim succeeds because the cordon prevented him from proceeding in his chosen direction.

(B) False imprisonment occurs whenever a person is delayed or substantially inconvenienced in reaching their destination; partial obstruction of a public thoroughfare is sufficient to establish the tort.

(C) False imprisonment requires a **total restraint** of the claimant's liberty of movement; where the defendant has only partially obstructed movement and the claimant retains reasonable alternative means of exit, the tort is not established; following *Bird v Jones* [1845], Amit's claim fails because he had available alternative routes and was not completely confined.

(D) False imprisonment is established whenever a public authority restricts movement on a public road or bridge without express statutory authority, regardless of whether the claimant had alternative routes available.

Q7. A group of health inspectors entered a restaurant under statutory authority to conduct a routine food safety inspection. During the inspection, one inspector unlawfully removed two food samples without following the prescribed legal procedure for sampling. The restaurant owner sued for trespass, arguing that the entire entry should be treated as unlawful from the beginning.

(A) The doctrine of trespass ab initio does not apply to acts by public authorities exercising statutory powers; only private persons entering under a common law licence can commit trespass ab initio.

(B) Once a lawful authority to enter is established, any subsequent abuse of that authority during the inspection gives rise only to a separate claim for the specific abuse; the initial entry remains lawful and cannot be retrospectively tainted.

(C) Trespass ab initio applies only where the initial entry itself was unlawful; if entry was authorised by statute, no subsequent misconduct during the visit can convert the entry into a trespass.

(D) Under the doctrine of **trespass ab initio**, as established in the *Six Carpenters' Case* [1610], where a person enters land under a legal authority and subsequently abuses that authority by an act of misfeasance, the initial entry may be treated as a trespass from the beginning; the inspector's unlawful removal of samples may therefore render the entry trespassory ab initio.

Q8. Shyam discovered a stranger, Kumar, trespassing on his farm and removing vegetables without permission. Shyam confronted Kumar and, when Kumar refused to leave despite being asked, physically pushed Kumar off the land. Kumar fell and suffered a minor bruise. Kumar sued Shyam for battery. Shyam relied on the defence of defence of property.

(A) A person is entitled to use **reasonable and proportionate force** to eject a trespasser from their property; provided the force used is not excessive in relation to the threat posed, the defence of defence of property may justify Shyam's act and defeat Kumar's battery claim.

(B) The use of any physical force against a trespasser, however minor, constitutes battery; a landowner may only issue verbal demands to leave and must seek a court order before using any physical means of ejection.

(C) The defence of property is not a recognised tortious defence at common law; it exists only as a statutory defence under specific legislation and is not available in a civil battery action.

(D) A landowner may use any level of force to protect their property once a trespasser has refused a reasonable demand to leave; proportionality of force is irrelevant once the demand has been made and ignored.

Q9. JuiceKing Ltd began selling lemon juice in a yellow plastic lemon-shaped container very similar in appearance to the container used by the established brand SqueezeRight, whose distinctive container had been associated exclusively with its product in the market for over fifteen years. SqueezeRight brought an action in passing off against JuiceKing.

(A) Passing off requires proof of actual fraudulent intent on the part of the defendant; since JuiceKing merely adopted a similar container shape without any proven subjective intention to deceive consumers, the action must fail.

(B) The **classic trinity** for passing off, as restated in *Reckitt & Colman Products Ltd v Borden Inc* [1990], requires the plaintiff to prove: (i) goodwill or reputation in its trade; (ii) a misrepresentation by the defendant likely to deceive the public; and (iii) resulting damage or a real likelihood of damage to the plaintiff's goodwill; SqueezeRight must establish all three elements to succeed.

(C) A passing off action can succeed only where the defendant has adopted an identical product name or a registered trademark; similarity in the shape of packaging or get-up alone is insufficient to found the claim.

(D) Passing off and trademark infringement are mutually exclusive remedies; a plaintiff with an unregistered trade dress cannot rely on a common law passing off action and is limited to statutory trademark remedies.

Q10. Priya, a classical musician, was under a three-year exclusive recording contract with HarmonySound Studio. CompetitorTunes, knowing of this contract, offered Priya substantially higher remuneration and persuaded her to terminate her arrangement with HarmonySound and sign with them instead. HarmonySound sued CompetitorTunes for inducing breach of contract.

(A) An action for inducing breach of contract requires proof that the defendant physically compelled the contracting party to break the contract; mere persuasion or inducement, even if knowing and deliberate, is legally insufficient to found the tort.

(B) HarmonySound's action fails because CompetitorTunes can rely on the defence of honest commercial competition; a business is always entitled to offer better terms to attract talented individuals from a rival.

(C) The tort of **inducement to breach of contract**, recognised in *Lumley v Gye* [1853], makes a defendant liable where they, with knowledge of the plaintiff's subsisting contract, deliberately induce the other contracting party to breach it, thereby causing damage to the plaintiff; CompetitorTunes' knowing inducement of Priya's breach renders it liable to HarmonySound.

(D) An action for inducing breach of contract is available only to the individual whose own performance obligations are directly disrupted; HarmonySound as the studio entity has no standing to bring such an action against a competing business.

Q11. Karan, aged twelve, fell from a tree and was taken to hospital. Due to the medical staff's negligent delay in diagnosis, proper treatment was administered five hours late. Medical evidence established that even with timely treatment, Karan had only a 25% chance of avoiding the permanent disability he ultimately suffered. Karan claimed compensation for the lost chance of a better outcome.

(A) A claim for loss of chance in clinical negligence always succeeds where the defendant's negligence deprived the plaintiff of any measurable statistical probability of a better outcome, however small that probability may be.

(B) A 25% statistical chance of a better outcome entitles the plaintiff to recover 25% of the full damages referable to the disability, on a basis of proportionate recovery for loss of chance.

(C) In loss of chance claims in clinical negligence, the material increase in risk test applies; a 25% chance of avoiding disability constitutes a material increase in risk and suffices for full recovery of all damages.

(D) As established in *Hotson v East Berkshire Area Health Authority* [1987], causation in negligence must generally be proved on the **balance of probabilities**; where the plaintiff had only a 25% chance of avoiding the harm even with timely treatment, the plaintiff cannot establish on the balance of probabilities that the negligence caused the disability, and the loss of chance claim fails.

Q12. During her third driving lesson, Priya, a learner driver, misjudged a turn while the instructor sat beside her with dual controls. The car mounted the kerb and injured a pedestrian. The instructor argued that Priya should be judged against the lower standard of care appropriate to a learner driver with only three lessons of experience, not the standard of a competent driver.

(A) Under the objective standard of care in negligence, a learner driver is judged against the standard of a **reasonably competent and experienced driver**, not a lower standard appropriate to her level of experience; as held in *Nettleship v Weston* [1971], Priya is held to the standard of a competent driver and is liable for failing to attain it.

(B) A learner driver owes no duty of care to third parties while being instructed; the duty of ensuring road safety rests entirely with the qualified instructor who occupies the vehicle and has access to the dual controls.

(C) The standard of care for a learner driver is calibrated to her actual experience; since this was only Priya's third lesson, the court applies a substantially reduced standard that would excuse the error.

(D) The standard of care expected of a learner driver is purely subjective; the court considers what the particular learner, given her personal skills and the stage of her training, could reasonably have been expected to achieve.

Q13. Ramesh worked successively as a pipe-lagging contractor for three different employers over fifteen years, each of whom negligently exposed him to asbestos dust in breach of their duty of care. Ramesh later developed mesothelioma. Medical science cannot determine which employer's period of exposure caused the disease, since a single asbestos fibre can trigger mesothelioma. Ramesh's estate sued all three employers.

(A) Ramesh's estate must fail against all three employers because causation in negligence requires proof on the balance of probabilities that a specific defendant's breach was the but-for cause; since no individual employer can be identified as the cause, causation cannot be established against any of them.

(B) The House of Lords in *Fairchild v Glenhaven Funeral Services Ltd* [2002] held that where a claimant has been negligently exposed to asbestos by multiple employers and medical science cannot identify which exposure caused the mesothelioma, each employer who **materially increased the risk** of the disease is liable as having materially contributed to the risk; Ramesh's estate may succeed against all three.

(C) In multi-employer asbestos cases, liability falls entirely on the employer responsible for the longest cumulative period of exposure, as that employer made the greatest contribution to the risk.

(D) The *Fairchild* exception applies only where there is a single defendant employer; where multiple employers are involved, the strict but-for test of causation continues to apply unchanged.

Q14. A section of railway-track fencing had fallen into disrepair, leaving a gap large enough for children to crawl through. Local children were frequently seen playing near the gap. A seven-year-old child crawled through and was struck by a train. The railway board was aware both of the deteriorated fence and of the children's regular presence nearby but had taken no steps to repair the gap.

(A) An occupier owes no duty of care whatsoever to trespassers, including child trespassers, since they enter without permission; the railway board's failure to maintain the fence is entirely irrelevant to any tortious liability.

(B) An occupier is strictly liable for any injury caused to a child trespasser on its premises, regardless of whether the occupier had knowledge of the trespassers or of the dangerous condition.

(C) Under the principle recognised in *British Railways Board v Herrington* [1972], an occupier owes a **duty of common humanity** to child trespassers where the occupier knows that children are likely to trespass and that the trespass is likely to expose them to serious risk; the railway board's failure to repair the known gap in these circumstances may make it liable.

(D) Liability to child trespassers arises exclusively under the Occupiers' Liability Act; the common law duty recognised in *Herrington* was expressly abolished by statute and replaced entirely by a statutory regime.

Q15. A pig farm on the outskirts of a town has been emitting pungent odours for 22 years. The farm was established long before any residential development in the area. A developer who built a housing estate adjacent to the farm five years ago now sues the pig farmer for private nuisance. The farmer raises the defence of prescription.

(A) Prescription is not a defence to private nuisance; the rights of new landowners cannot be defeated by a pre-existing nuisance they discover after purchasing their land.

(B) Prescription in nuisance requires proof of a formal deed or written agreement granting the right to cause the nuisance; uninterrupted factual use of land, however prolonged, is insufficient to establish a prescriptive right.

(C) The defence of prescription to nuisance requires 40 years of uninterrupted enjoyment as of right; 22 years of continuous use, however open and uninterrupted, is insufficient to establish the defence.

(D) A **prescriptive right** to commit what would otherwise constitute a private nuisance may be acquired by 20 years' continuous, open, and uninterrupted use as of right; since the pig farm has operated and caused the same odour nuisance continuously for 22 years, the farmer may successfully raise the defence of prescription against the developer's claim.

Q16. Parliament enacted legislation authorising the construction and operation of a chemical processing plant at a specified location. The plant, once operational, emitted fumes and vibrations that constituted a nuisance to nearby residents. The operating company relied on the statutory authority as a complete defence. The residents argued that statutory authority could not exempt the company from liability.

(A) Where Parliament expressly or impliedly authorises an activity that will inevitably result in a nuisance, **statutory authority** operates as a complete defence to a nuisance claim provided the defendant carries out the authorised activity without negligence; as recognised in *Allen v Gulf Oil Refining Ltd* [1981], the company is not liable for nuisance that is the inevitable consequence of the statutorily authorised operation, as long as it was not negligent in carrying it out.

(B) Statutory authority is never a defence to nuisance; a defendant must separately seek judicial immunity even where Parliament has authorised the activity causing the interference.

(C) Statutory authority is a defence to nuisance only in relation to interferences caused before the statute was passed; nuisances arising after the enactment receives Royal Assent are not protected.

(D) Statutory authority as a defence requires the express words of the statute to exclude civil liability for nuisance; implied authorisation of an activity is legally insufficient to create the defence.

Q17. A traffic accident was caused jointly by the negligence of Arun and Bharat. The injured plaintiff obtained judgment against Arun alone for the full sum of Rs. 10 lakhs and Arun paid it. A court subsequently assessed

Bharat's proportionate share of responsibility at 40%. Arun sought contribution from Bharat.

(A) Once a joint tortfeasor has paid the full judgment amount the plaintiff's claim is satisfied; the paying tortfeasor acquires no right of contribution against a co-tortfeasor, who is wholly discharged from liability.

(B) Under the principle of **contribution between joint tortfeasors**, a tortfeasor who has paid more than their equitable share of a common liability is entitled to seek contribution from other concurrent tortfeasors; Arun, having paid the full amount, may recover Rs. 4 lakhs (Bharat's 40% share) from Bharat as contribution.

(C) A right of contribution arises between joint tortfeasors only where both are named defendants in the same judgment; where only one tortfeasor was sued and judgment passed against him alone, no contribution right against the other arises.

(D) Contribution between joint tortfeasors is available only where both defendants committed the same tortious act simultaneously; where two drivers separately contribute to an accident by independent acts of negligence, no contribution right arises between them.

Q18. Two factories, AlphaCo and BetaCo, independently discharged pollutants into a river on the same day. Each discharge was separately insufficient to kill the fish in a downstream fish farm, but the combined discharges together killed all the fish. Mr. Patel, the fish farm owner, suffered a total loss of Rs. 20 lakhs and sued AlphaCo alone, obtaining judgment for the full amount.

(A) Where two defendants each independently contribute to a single harm, each is severally liable only for their individual proportionate share; Mr. Patel can recover only 50% from AlphaCo.

(B) Joint and several liability applies only where two tortfeasors acted in concert pursuant to a common plan; independently acting tortfeasors are only severally liable for their proportionate contributions.

(C) Where multiple tortfeasors independently contribute to a **single indivisible harm**, the principle of joint and several liability applies; the plaintiff may recover the entire loss from any one tortfeasor; Mr. Patel is entitled to recover the full Rs. 20 lakhs from AlphaCo alone, which may then seek contribution from BetaCo.

(D) Mr. Patel's judgment against AlphaCo releases BetaCo from all liability; suing and obtaining judgment against one joint tortfeasor operates as a release of all other concurrent tortfeasors.

Q19. A senior police officer entered and searched a citizen's home without a warrant, seized personal documents, and publicly humiliated the resident in front of neighbours, acting in full knowledge that his conduct was unlawful. The resident sought damages including an award of exemplary damages. The police authority denied that exemplary damages could be awarded in such a case.

(A) Exemplary damages are available in all tort cases where the defendant's conduct was deliberate; no specific limiting categories are required, and the court has an unfettered discretion to award them whenever the defendant's behaviour was outrageous.

(B) Exemplary damages are not available in either Indian or English tort law; civil courts may award only compensatory damages, and any punitive element must be left to the criminal justice system.

(C) Exemplary damages are available only in actions based on breach of contract where the defendant's breach was calculated to produce a profit exceeding any compensatory award; they are unavailable in tortious claims.

(D) Following *Rookes v Barnard* [1964], **exemplary damages** are available in three categories only: (i) oppressive, arbitrary, or unconstitutional action by government servants; (ii) wrongful conduct calculated by the defendant to make a profit exceeding any compensatory award; and (iii) where expressly authorised by statute; the police officer's oppressive and unconstitutional conduct falls squarely within the first category and exemplary damages may be awarded.

Q20. A newspaper published a defamatory article falsely accusing a respected school principal, Ms Bhatt, of financial misconduct. When Ms Bhatt's lawyer wrote to demand a retraction, the newspaper editor responded dismissively, refused to print any correction, and made further disparaging remarks about Ms Bhatt in a subsequent editorial. Ms Bhatt sought aggravated damages in addition to general damages.

(A) **Aggravated damages** are awarded where the defendant's conduct — including conduct following the initial tort, such as a high-handed refusal to retract or further insulting behaviour — causes additional injury to the plaintiff's feelings, dignity, or pride; the editor's dismissive response and further disparagement make an award of aggravated damages appropriate in Ms Bhatt's case.

(B) Aggravated damages are the same as exemplary damages; there is no legal distinction between the two in English law, and both require proof that the defendant sought to profit from the wrongful conduct.

(C) Aggravated damages are available only in personal injury actions involving physical harm; they are not a recognised head of damages in defamation proceedings.

(D) Once general compensatory damages have been assessed, no further uplift in damages is permissible; aggravated damages are not a distinct recognised category in the law of tort.

Q21. A chemical company publicly announced plans to discharge industrial effluents directly into a river flowing past the plaintiff's land, stating that discharge would commence in one month. The plaintiff has not yet suffered any actual damage. The plaintiff applies for an injunction before any discharge occurs, citing the imminent risk of irreversible harm to their fishponds.

(A) A court may only grant an injunction after a tort has actually been committed; anticipatory relief is unavailable because no actionable damage has yet occurred and the threat may never materialise.

(B) A **quia timet injunction** may be granted by a court to restrain a threatened tort before it actually occurs; the plaintiff must demonstrate a real and imminent threat of harm and that damages would be an inadequate remedy for the anticipated injury; on the facts stated, the plaintiff's application satisfies these requirements.

(C) An injunction may only be granted in nuisance where the defendant has previously caused the same or a similar nuisance on a prior occasion; a first-time threatened nuisance can never justify anticipatory injunctive relief.

(D) Anticipatory injunctions in cases of environmental pollution are governed exclusively by statute and environmental regulations; the common law quia timet remedy is unavailable in industrial pollution cases.

Q22. Two rival businessmen, Harish and Suresh, agreed between themselves to intimidate customers of their competitor, Mehta Enterprises, by making unlawful threats of violence to any customer who continued to deal with Mehta. Several customers ceased dealing with Mehta as a result, causing Mehta significant financial loss. Mehta sued both Harish and Suresh for the tort of conspiracy.

(A) Conspiracy is actionable only where the conspirators used lawful means with a predominant purpose of injuring the plaintiff; where unlawful means are used, the higher threshold of a specific intent to injure is always required and is rarely established.

(B) An agreement between two persons to harm the plaintiff is not actionable in tort unless at least three persons were party to the agreement; a bilateral agreement between two persons is legally insufficient for the tort of conspiracy.

(C) The tort of **conspiracy by unlawful means** is committed where two or more persons combine to use unlawful means targeting the plaintiff with the intention of causing, and actually causing, damage; unlike simple conspiracy, a predominant purpose to injure is not required where unlawful means are used; Harish and Suresh are liable to Mehta.

(D) Conspiracy as an independent tort is not recognised; only the underlying unlawful act committed pursuant to the agreement (such as the individual threats) is actionable, and no separate cause of action for the conspiracy itself exists.

Q23. Trade union officials at an airline told management that they would call an illegal strike unless the airline immediately dismissed Mr. Roy, an employee who had resigned from the union. The management, unwilling to face illegal industrial action, dismissed Mr. Roy in breach of his employment contract. Mr. Roy sued the union officials for the tort of intimidation.

(A) The tort of intimidation is not established where the unlawful threat is directed at a third party (the employer) rather than at the plaintiff directly; the tort requires that the threat be made to the plaintiff personally.

(B) Trade union officials have immunity from all tortious liability for industrial action under labour legislation; Mr. Roy has no actionable tortious claim against the union officials.

(C) The tort of intimidation requires proof that the defendant's threat was the sole and exclusive cause of the plaintiff's loss; where the employer had any independent discretion in deciding how to respond to the threat, the causal link to the plaintiff is broken.

(D) As established in *Rookes v Barnard* [1964], the tort of **intimidation** is committed where the defendant makes an unlawful threat to a third party with the intention of coercing that party to act in a way that causes loss to the plaintiff; the union officials' unlawful threat of an illegal strike, directed at the airline to procure Mr. Roy's dismissal, constitutes actionable intimidation.

Q24. A secondary school hired an independent contractor, SafeClimb Ltd, to install new roof fascias during the school holidays. SafeClimb's employees, while working on the school roof, dropped a heavy tool that fell through a skylight and injured a teacher who was working late inside.

The school argued that since the work was performed by an independent contractor, it bore no liability for the contractor's negligence.

(A) Schools owe a **non-delegable duty of care** to persons lawfully on their premises; where injury is caused by an independent contractor performing inherently risky work on the school premises, the school may be directly liable because a non-delegable duty cannot be discharged by entrusting the work to an independent contractor.

(B) An employer who engages a competent and properly insured independent contractor is entirely absolved of liability for any negligence by that contractor; the independent contractor defence is a complete bar to the school's liability on these facts.

(C) Non-delegable duties in educational establishments are owed only to enrolled pupils; teachers and other adult staff are owed no duty by the institution beyond the ordinary employer's duty of care.

(D) The school is liable to the teacher only if the school's own management staff personally supervised, directed, or physically interfered with the manner in which SafeClimb Ltd was performing the roofing work.

Q25. A prisoner at a government correctional facility was assigned under the prison's work programme to work in the prison kitchen. While carrying out this work, the prisoner negligently scalded a prison officer with boiling water. The prison officer sued the Ministry of Justice vicariously for the prisoner's negligence. The Ministry argued that the prisoner was not its employee and therefore no vicarious liability could arise.

(A) Vicarious liability applies only to formal employment relationships governed by a contract of employment; since a prisoner assigned to prison work is not employed under any contract, no vicarious liability can arise for the Ministry of Justice.

(B) In *Cox v Ministry of Justice* [2016], the Supreme Court extended vicarious liability beyond formal employment to relationships **akin to employment**; the relevant factors are whether the defendant has integrated the individual into its operations, whether the activity is performed on the defendant's behalf, and whether the defendant has created the risk of the tort; the prison work programme satisfies all these factors and the Ministry is vicariously liable.

(C) Vicarious liability does not apply where the tortfeasor is in the legal custody of the defendant; custodial responsibility is a distinct concept governed by statute that creates a different form of liability, separate from vicarious liability in tort.

(D) A government authority is vicariously liable for acts of persons under its supervision only if those persons are formally on the government payroll; prisoners under a rehabilitation work scheme do not qualify under any circumstances.

Q26. Mrs Kapoor was pregnant and her obstetrician knew she had a small pelvis and was diabetic, making shoulder dystocia during vaginal delivery a significant risk. The obstetrician did not mention this risk, believing disclosure would cause unnecessary anxiety and lead Mrs Kapoor to choose a caesarean section the doctor considered inadvisable. A vaginal delivery proceeded; shoulder dystocia occurred and the baby suffered permanent disability. Mrs Kapoor sued for failure to disclose the risk.

(A) A doctor's duty of disclosure is governed exclusively by the *Bolam* test; if a responsible body of medical opinion would not have disclosed the risk to the patient, the doctor's non-disclosure cannot be negligent regardless of the patient's wishes.

(B) A doctor is under no legal duty to disclose treatment risks that, in her clinical judgment, would cause the patient to make a decision contrary to the patient's own medical best interests.

(C) Under *Montgomery v Lanarkshire Health Board* [2015], a doctor must disclose any **material risk** inherent in a proposed treatment; a risk is material if a reasonable person in the patient's position would regard it as significant, or if the doctor knows this particular patient would consider it significant; the *Bolam* test does not govern risk disclosure, and the failure to disclose the shoulder dystocia risk was negligent.

(D) Liability for non-disclosure of obstetric risks arises only where the undisclosed risk had a statistical probability exceeding 50%; risks with a lower probability of occurrence need not be disclosed to the patient.

Q27. Vijay worked as an insulation engineer for five different employers over twenty years, each of whom negligently exposed him to asbestos. Two of the five employers became insolvent. Vijay later developed mesothelioma. The three remaining solvent employers each argued that their liability should be limited to a proportion of the damages corresponding to the period of negligent exposure for which each was individually responsible.

(A) Each of the three solvent employers is jointly and severally liable for the full amount of Vijay's damages; joint and several liability applies without qualification in all multi-employer asbestos exposure cases.

(B) Where a mesothelioma victim cannot identify the precise causal employer, no employer is liable; the causal uncertainty defeats all claims equally regardless of which employers were negligent.

(C) In multi-employer mesothelioma cases, the court identifies the employer responsible for the longest cumulative period of exposure and holds that employer solely liable for the full damages.

(D) In *Barker v Corus UK Ltd* [2006], the House of Lords held that where multiple employers each **materially increased the risk** of mesothelioma, each is liable only in proportion to the relative period of exposure for which it was responsible, rather than jointly and severally for the full loss; each solvent employer therefore owes Vijay a proportionate share of damages based on its contribution to total exposure.

Q28. Ms Anita was seriously injured when a vehicle struck her and fled without stopping. The vehicle could not be identified. Ms Anita cannot identify the registered owner or driver of the offending vehicle and is therefore unable to file a claim before the Motor Accidents Claims Tribunal against any specific owner or insurer.

(A) Under the **hit-and-run motor accident compensation scheme** established under the Motor Vehicles Act 1988, where the offending vehicle cannot be identified, a person who has suffered grievous hurt, or the legal representatives of a person who has died in a hit-and-run accident, are entitled to a fixed statutory compensation from a designated fund without needing to prove negligence or identify the vehicle owner or driver.

(B) Ms Anita has no remedy under the Motor Vehicles Act 1988 since a compensation claim can only be made against an identified registered owner or insurer; accidents involving an unidentified vehicle fall entirely outside the statutory compensation framework.

(C) Ms Anita may only seek compensation through a civil suit in tort against the government as the authority responsible for road safety; no dedicated statutory scheme for hit-and-run accidents exists under the Motor Vehicles Act.

(D) Hit-and-run compensation under the Motor Vehicles Act requires the injured party to file a police complaint and secure a conviction of the offending driver before any compensation from any fund becomes payable.

Q29. A consumer filed a complaint before the District Consumer Disputes Redressal Commission, which passed an order against the manufacturer. The manufacturer wishes to challenge the order before a higher forum. A consumer advocate advises that the appeal lies directly to the National Commission, bypassing the State Commission. Is this advice correct?

(A) The advocate is correct; all appeals against District Commission orders lie directly to the National Commission, bypassing the State Commission, to ensure uniformity of interpretation across the consumer disputes redressal system.

(B) The advocate is incorrect; under the **appellate hierarchy** of the Consumer Protection Act 2019, an order of the District Commission is appealable to the State Commission; an order of the State Commission is further appealable to the National Commission; and the National Commission's orders may be challenged before the Supreme Court; the manufacturer must appeal first to the State Commission.

(C) There is no statutory appeal mechanism under the Consumer Protection Act 2019; orders of the District Commission are final and can be challenged only by filing a writ petition before the High Court.

(D) Under the Consumer Protection Act 2019, an appeal against a District Commission order lies to the High Court, not to the State Consumer Disputes Redressal Commission.

Q30. A pharmaceutical company entered into exclusive supply agreements with its distributors, prohibiting them from stocking or selling the products of any competing manufacturer. A consumer association alleged that this arrangement constituted a restrictive trade practice under the Consumer Protection Act 2019, as it limited consumer choice and access to alternative medicines.

(A) Restrictive trade practices under the Consumer Protection Act 2019 are limited to horizontal agreements between competitors that fix prices; vertical distribution arrangements between a manufacturer and its distributors are not covered by the Act.

(B) Restrictive trade practices are regulated exclusively by the Competition Act 2002; the Consumer Protection Act 2019 does not address such practices and the consumer association's complaint is not maintainable under the Act.

(C) Under Section 2(41) of the Consumer Protection Act 2019, **restrictive trade practice** includes a trade practice that tends to manipulate the flow of supplies or conditions of delivery in the market in a manner that imposes unjustified costs or restrictions on consumers; exclusive supply arrangements that restrict consumer choice and limit access to competing products may fall within this definition.

(D) Restrictive trade practices under the Consumer Protection Act 2019 are actionable only where the restriction has been operative for at least two years and has caused demonstrable harm to consumers exceeding Rs. 1 lakh in aggregate.

Q31. A housing authority maintained a large water pipeline to supply water to a multi-storey residential block of 200 flats. The pipe burst, causing a large volume of water to flow onto and damage the adjoining property of TechPark Ltd. TechPark sued the housing authority under the rule in *Rylands v Fletcher*, arguing that storing and conveying such a large volume of water constituted a non-natural use of land.

(A) The rule in *Rylands v Fletcher* applies to all accumulations of water on land, regardless of whether the storage serves an ordinary residential or utility purpose; TechPark's claim succeeds.

(B) *Rylands v Fletcher* does not apply to underground or embedded pipelines; the rule is limited to surface or above-ground storage facilities such as reservoirs and open tanks.

(C) Once a water pipeline is authorised by statute, the rule in *Rylands v Fletcher* cannot apply; all statutorily authorised pipelines are exempt from strict liability by virtue of their authorisation.

(D) In *Transco plc v Stockport Metropolitan Borough Council* [2003], the House of Lords confirmed that **non-natural use** means something beyond the ordinary use of land; supplying water through a pipe to serve a residential block of flats is an ordinary use of land, not a non-natural use; TechPark's claim under *Rylands v Fletcher* therefore fails.

Q32. A private zoo kept a Bengal tiger in an enclosure. Due to a keeper's error in leaving a gate unsecured, the tiger escaped and mauled a visitor to the zoo. The zoo argued that it had maintained proper enclosures, had acted with all reasonable care, and that the specific tiger had never previously shown any unusual aggression beyond what is normal for captive tigers.

(A) Under the common law principle of **strict liability for dangerous species** (ferae naturae), the keeper of an animal belonging to a species whose members typically pose a serious risk of severe harm is strictly liable for any damage the animal causes; the zoo is strictly liable for the visitor's injuries regardless of the precautions taken or the absence of any prior indication of unusual dangerousness in the specific animal.

(B) A zoo that takes all reasonable precautions to contain its animals is not liable in tort for damage caused by an escaped animal; liability requires proof of a specific act of negligence in the maintenance of the enclosure.

(C) Strict liability for animals applies only where the keeper had prior knowledge that the particular animal had a specific propensity to cause the type of damage that occurred; without any prior incident of aggression, the keeper's liability sounds only in negligence.

(D) Strict liability for dangerous animals applies only to animals kept as domestic pets or companion animals; wild animals held in a licensed zoo are governed exclusively by zoo licensing regulations and not by common law strict liability principles.

Q33. Smita lent her original oil painting worth Rs. 5 lakhs to a gallery for a three-month exhibition. At the end of the exhibition, Smita formally demanded the painting's return in writing. The gallery refused to return it, claiming a right of retention as security for a disputed fee. Smita sought legal advice about the appropriate tortious claim.

(A) Smita should bring an action in conversion, which automatically absorbs and subsumes any claim in detinue; detinue is no longer a separate recognised tort and no claim can independently be maintained in it.

(B) The tort of **detinue** involves the wrongful detention of another's personal property after the owner has made a specific demand for its return and the defendant has refused; Smita's formal written demand followed by the gallery's refusal satisfies the essential elements of detinue, and she may claim either the return of the painting or its value plus damages for its detention.

(C) Smita's only remedy is an action for breach of the loan contract; the gallery's retention under a disputed contractual clause is not a tortious act and can be challenged only through contract proceedings.

(D) An action for detinue requires proof of actual financial damage caused by the detention itself; since Smita has not yet suffered any quantifiable financial loss from the non-return of the painting, her claim is premature and cannot be brought.

Q34. Anand granted his friend Rajesh a bare licence (a gratuitous permission) to use a pathway across his land every morning for his walk. After a dispute, Anand sent Rajesh a written notice revoking the licence and giving him two weeks' notice to make alternative arrangements. Rajesh continued to use the path after the revocation notice took effect, arguing that a bare licence once granted cannot be unilaterally revoked.

(A) A bare licence once granted is irrevocable where the licensee has relied upon it and changed their routine; once the licensee has started using the licensed facility, the licensor cannot unilaterally withdraw permission without the licensee's agreement.

(B) Only a court order can terminate a bare licence; a unilateral written notice of revocation by the licensor is legally ineffective without judicial sanction and without the licensee's consent.

(C) A **bare licence** may be revoked by the licensor at any time, provided reasonable notice is given to allow the licensee an opportunity to leave; once a valid revocation takes effect, any continued use of the land by the former licensee constitutes **trespass**; Rajesh's continued use after the two-week notice period renders him a trespasser on Anand's land.

(D) A licence to use a pathway for recreational walking becomes irrevocable after 12 months of continuous use by the licensee; since Rajesh had used the path continuously for more than a year, Anand cannot revoke the licence without paying compensation.

Q35. Prem was employed as a quarry worker. His employer regularly operated a crane that lifted heavy rocks over the area where Prem worked, knowing this posed a risk of injury to workers below. Prem was fully aware of this practice and continued working without protest or any written waiver. When a rock fell from the crane and seriously injured Prem, the employer pleaded volenti non fit injuria.

(A) An employee who continues to work with full knowledge of a dangerous condition impliedly and voluntarily consents to that risk; the employer's volenti defence therefore succeeds on the basis of Prem's knowing and continuous employment.

(B) Volenti non fit injuria is not available as a defence in any case where the employer has a statutory or common law duty to provide a safe system of work; the defence is excluded as a matter of law in all employment injury cases.

(C) Knowledge of a risk and consent to it are legally equivalent in the law of torts; Prem's full awareness that the crane operated overhead demonstrates that he accepted the legal risk of injury, thereby satisfying all requirements of the volenti defence.

(D) As established in *Smith v Baker & Sons* [1891], **knowledge of a risk does not constitute consent to it**; the volenti defence requires that the plaintiff both know the risk and freely and voluntarily consent to waive the legal right of action in respect of it; Prem's continued employment with knowledge of the danger does not amount to voluntary assumption of the legal risk of injury.

Q36. A returning officer in a panchayat election wrongfully refused to accept the vote of Suresh, a registered voter who presented all required credentials. The candidate Suresh wished to vote for ultimately won the election by a wide margin, so Suresh's vote would not have changed the result. The returning officer argued that since no practical damage resulted, Suresh had no cause of action.

(A) The violation of a legal right gives rise to a cause of action even in the absence of actual or substantial damage; as recognised in *Ashby* *v White* [1703] and captured in the maxim *ubi jus ibi remedium*, the wrongful denial of Suresh's right to vote is itself actionable and he may recover at least nominal damages for the infringement regardless of the election outcome.

(B) A tort claim requires proof of actual and tangible damage; where no measurable damage is suffered, no cause of action arises and the claim must fail for want of a legally cognisable injury.

(C) Electoral disputes are governed exclusively by election law and must be pursued as election petitions; a common law tort action is not available for the wrongful refusal to accept a vote.

(D) The maxim *ubi jus ibi remedium* applies only in constitutional and public law; it does not found a private law tort action, and Suresh must rely on a specific statutory remedy, if any, for the wrongful refusal of his vote.

Q37. Engineers working on an underground pipeline left an unlit open manhole on a city pavement, covered with a canvas tent and surrounded by paraffin warning lamps. A child, Vikram, picked up one of the lamps, entered the manhole to explore, accidentally knocked the lamp in, and was severely burned when paraffin vapour ignited and exploded with far greater force than expected from a paraffin lamp. The defendants argued that while a fire from the lamp was foreseeable, an explosion of such violence was not.

(A) The defendants are not liable because the precise mechanism and severity of the injury — an explosive event rather than a simple burn — were not reasonably foreseeable; the manner in which the damage occurred was entirely outside the range of foreseeable consequences.

(B) Following *Hughes v Lord Advocate* [1963], the defendants are liable for the full extent of Vikram's injuries; it is sufficient that the **type of damage** (injury by burning) was reasonably foreseeable; the precise manner in which the burns occurred and the unexpectedly violent explosion do not limit the defendants' liability.

(C) Since Vikram was a child who had no right to handle the warning lamps, the defendants owe no duty of care and are not liable for any injury arising from Vikram's interference with the safety equipment.

(D) The defendants are liable only for the degree of burn injury that would have resulted from an ordinary paraffin fire, not for the additional injury caused by the unforeseeable force of the explosion; the court apportions damages between the foreseeable and unforeseeable elements of the injury.

Q38. Captain Nair, the master of a privately owned pleasure boat, voluntarily manoeuvred his boat towards Mr. Dass, who was drowning after falling from a pier. Captain Nair positioned the boat alongside Mr. Dass and threw him a lifeline. He then negligently abandoned the attempt — pulling away without calling for other assistance, while Mr. Dass was still in peril. Mr. Dass drowned. His estate sued Captain Nair in negligence.

(A) Captain Nair owed no duty of care to Mr. Dass because he was a stranger who voluntarily chose to attempt a rescue; a volunteer rescuer may abandon a rescue attempt at any time and incurs no legal liability since no duty arose from the voluntary undertaking.

(B) Captain Nair is not liable because he never physically made contact with Mr. Dass; a duty of care in rescue situations arises only once there has been actual physical contact between the rescuer and the person in peril.

(C) Once Captain Nair voluntarily assumed responsibility for Mr. Dass's rescue by manoeuvring towards him and throwing a lifeline, a **duty of care** arose in respect of the manner in which the rescue was conducted; his negligent abandonment of the rescue, which may have deterred other potential rescuers, renders him liable for the resulting harm.

(D) Tortious liability for a failed rescue can only be imposed on professional rescuers such as coastguards or lifeboat operators; a private individual who voluntarily attempts a rescue bears no legal duty of care regardless of how the attempt is conducted.

Q39. Ms Deepa purchased a "certified refurbished" laptop through a large e-commerce marketplace platform. The product page displayed no seller return policy and made no mention of the absence of a manufacturer's warranty. The laptop was defective from the outset. The platform claimed it was merely a marketplace intermediary and that any product liability claim lay exclusively against the third-party seller who listed the product.

(A) E-commerce marketplace platforms are never liable for defective products sold by third-party sellers; the platform's sole function is to provide a listing service, and all product liability flows exclusively to the seller.

(B) Ms Deepa has no remedy under the Consumer Protection Act 2019 because she purchased a refurbished product; statutory protections against defects apply only to new goods.

(C) An e-commerce platform is automatically the "seller" of every product listed on its marketplace and is therefore directly and primarily liable for all product defects as though it were the manufacturer.

(D) Under the Consumer Protection Act 2019 and the e-commerce rules thereunder, an e-commerce platform may be **liable** where it was directly involved in fulfillment, displayed misleading product information, or failed to display mandatory seller details and return policy information required by law; the platform's failure to display mandatory disclosures on Ms Deepa's product page makes the complaint against it maintainable.

Q40. Rajan obtained a judgment against the insured owner of a truck for Rs. 15 lakhs following a road accident. The truck's insurer, SecureShield Insurance, sought to avoid the policy on the ground that the owner had misrepresented his prior accident history in the proposal form. SecureShield refused to pay Rajan, arguing that valid avoidance of the policy discharged all its obligations including to third parties.

(A) Under Section 149 of the Motor Vehicles Act 1988, once a judgment is obtained against an insured person, the insurer is **directly and**

compulsorily liable to satisfy the judgment in favour of the third party; the insurer may recover the amount from the insured if the policy was validly avoided as between them, but cannot refuse to pay the third party's judgment on the ground of policy avoidance; Rajan may recover directly from SecureShield.

(B) An insurer who has validly avoided a policy for misrepresentation is entirely and automatically discharged from all liability, including liability to third-party claimants; Rajan must therefore seek recovery from the insured owner personally.

(C) The Motor Vehicles Act 1988 does not create any direct liability on the insurer to a judgment creditor; the insurer's obligations run only to the insured, and a third-party claimant must separately obtain a garnishee or attachment order to enforce payment from the insurer.

(D) SecureShield's obligation to pay Rajan under Section 149 arises only if Rajan can prove that SecureShield was aware of the misrepresentation at the time the policy was issued and chose to overlook it; if the insurer was genuinely ignorant of the misrepresentation, the Section 149 obligation is extinguished.

Detailed Solutions

Q1.

Solution

Concept — Libel vs Slander: Actionability Per Se: Libel is defamation in a permanent form (e.g., writing, print, broadcast) and is actionable per se — the claimant need not prove special damage. Slander is defamation in a transient form (e.g., spoken words) and ordinarily requires proof of special damage, except in four recognised categories: (i) imputation of a criminal offence punishable by imprisonment; (ii) imputation of an existing contagious or infectious disease; (iii) words imputing unfitness or incompetence in a profession, trade, or calling; and (iv) imputation of adultery or unchastity to a woman.

Analysis: The printed article in the medical journal constitutes libel and is actionable per se. The spoken allegations at the conference constitute slander, but since they impute professional unfitness (a doctor's competence), they fall within the third recognised exception and are also actionable per se. Option B correctly captures both the general distinction and the exception applicable to professional imputations.

Why other options are wrong:

- **Option A:** Subject matter alone does not make both forms actionable per se; the distinction between libel and slander still applies, and slander requires special damage unless an exception applies.
- **Option C:** This reverses the correct rule; libel is actionable per se and slander (generally) requires special damage, not the other way around.
- **Option D:** Both libel and slander in the professional context are actionable without proof of special damage; the statement that all defamation requires special damage is incorrect.

Final Answer: Libel is actionable per se; slander requires special damage except in recognised exceptions including professional unfitness imputations. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q1

Q2.

Solution

Concept — Justification (Truth) as Complete Defence: Truth or justification is a complete defence to defamation. The defendant must prove that the defamatory statement is substantially true. Once truth is established, the defence succeeds regardless of the defendant's motive, malice, or purpose in publishing. The rationale is that the law of defamation protects reputation, not false reputation, and a true statement does not injure any legitimate interest deserving of legal protection.

Analysis: The newspaper's report was entirely accurate: the councillor had indeed been convicted of tax fraud. The defence of justification is therefore available. The councillor's assertion that the publication was malicious and timed to cause political damage is irrelevant; malice does not defeat the defence of truth.

Why other options are wrong:

- **Option A:** Malice is irrelevant to the defence of justification; a truthful statement is not made actionable by the defendant's bad motive.
- **Option B:** Truth is a standalone complete defence; no additional public interest requirement is needed for justification to succeed.
- **Option D:** There is no rule that justification is unavailable for past criminal offences; truth of the conviction at the relevant time suffices.

Final Answer: Truth (justification) is a complete defence regardless of motive or malice; the newspaper's accurate report is protected. $\Rightarrow \boxed{C}$

$\boxed{\text{Answer: (C)}}$ Go Back to Q2

Q3.

Solution

Concept — No-Fault Liability under Section 140 Motor Vehicles Act 1988: Section 140 of the Motor Vehicles Act 1988 provides for no-fault liability: the legal representatives of a person who dies in a motor accident, or a person who suffers permanent disablement, are entitled to compensation without the need to prove negligence or fault on the part of the vehicle owner or driver. The fixed statutory amounts are payable as of right, and the victim's contributory negligence is not a bar to this claim.

Analysis: Shanti is the legal representative of her deceased husband. Under Section 140, she is entitled to the fixed statutory compensation without proving the truck driver's negligence and regardless of any contributory negligence attributed to her husband. The truck owner's defence based on contributory negligence is not available against a no-fault liability claim under Section 140.

Why other options are wrong:

- **Option A:** Contributory negligence is not a defence to a Section 140 no-fault claim; the fixed compensation is payable regardless of the victim's own fault.
- **Option B:** Section 140 applies to both death and permanent disablement; the claim for the death of a victim is expressly covered.
- **Option C:** No-fault liability under the Motor Vehicles Act applies to accidents involving any motor vehicle, not only public transport or government-owned vehicles.

Final Answer: Section 140 provides no-fault liability payable without proof of negligence or regard to contributory negligence of the deceased. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q3

Q4.

Solution

Concept — Unfair Trade Practice under Section 2(47) Consumer Protection Act 2019: Section 2(47) of the Consumer Protection Act 2019 defines unfair trade practice broadly to include, among other things, falsely representing the price of goods as being a reduction from a higher price that has not actually been charged, making false statements about the standard or quality of goods, and withholding material information from consumers. A fictitious original price claim designed to make a discount appear larger than it is falls squarely within the statutory definition.

Analysis: The company never sold the television at Rs. 60,000; claiming that a price of Rs. 35,000 represents a reduction from Rs. 60,000 is a false representation about the price. This is a textbook example of a misleading price claim covered by Section 2(47)(i) of the Consumer Protection Act 2019.

Why other options are wrong:

- **Option B:** Section 2(47) expressly covers false price representations, not only misrepresentations about quality or specification of the product.
- **Option C:** The Consumer Protection Act 2019 provides a detailed statutory definition of unfair trade practice; it is not left to the Commission's unfettered discretion.
- **Option D:** No minimum financial loss threshold is required for a complaint

of unfair trade practice under the Act; the practice itself is actionable.

Final Answer: A false price-reduction claim falls within the unfair trade practice definition under Section 2(47) CPA 2019; the complaint is maintainable. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q4

Q5.

Solution

Concept — Assault: Reasonable Apprehension of Imminent Battery: Assault is an act by the defendant that intentionally or recklessly causes the claimant to apprehend immediate, unlawful force. No physical contact is required. The key elements are: (i) an act (not a mere omission or words alone); (ii) by the defendant; (iii) which causes the claimant a reasonable apprehension; (iv) of an imminent battery. Cases such as *Stephens v Myers* [1830] and *Read v Coker* [1853] confirm that approaching someone with a raised fist and a threat to strike immediately constitutes assault.

Analysis: Suresh raised his fist and made an immediate verbal threat while advancing on Ramesh. This created a reasonable apprehension in Ramesh of an imminent battery. All elements of assault are satisfied. The absence of actual contact is irrelevant.

Why other options are wrong:

- **Option A:** Actual physical contact is not required for assault; apprehension of imminent contact is the gist of the tort.
- **Option C:** Battery requires actual physical contact; the threat without touching is assault, not battery.
- **Option D:** Successful evasion does not negate assault; the tort is complete at the moment of reasonable apprehension, regardless of whether the threatened contact materialises.

Final Answer: Assault is established by reasonable apprehension of imminent battery; no physical contact is required. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q5

Q6.

Solution

Concept — False Imprisonment: Total Restraint Requirement (*Bird v Jones* [1845]): False imprisonment consists of the unlawful and complete restraint of the claimant's freedom of movement. The restraint must be total — a partial obstruction that leaves the claimant with a reasonable means of escape does not satisfy the tort. In *Bird v Jones*, the defendant fenced off one part of a bridge for a private spectacle. The court held that partial obstruction leaving alternative routes did not constitute false imprisonment.

Analysis: The municipal corporation cordoned off only one side of the bridge. Amit retained access to the other footpath and to alternative streets. His freedom of movement was restricted but not totally extinguished. Following *Bird v Jones*, the partial obstruction does not constitute false imprisonment.

Why other options are wrong:

- **Option A:** Any restriction on movement does not automatically constitute false imprisonment; the restraint must be total.
- **Option B:** Delay or inconvenience in reaching a destination is not equivalent to total restraint; false imprisonment requires complete confinement.
- **Option D:** The absence of express statutory authority may ground other claims, but the false imprisonment analysis turns on whether there was total restraint, not on the authority's statutory basis alone.

Final Answer: Partial obstruction with alternative routes available does not constitute false imprisonment; total restraint is required. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q6

Q7.

Solution

Concept — Trespass Ab Initio (*Six Carpenters' Case* [1610]): The doctrine of trespass ab initio provides that where a person enters land under a lawful authority (statutory or otherwise) and subsequently abuses that authority by a wrongful act of misfeasance (a positive wrongful act, not merely a failure to act), the initial entry may be treated as unlawful from the beginning — as a trespass ab initio. This principle was established in the *Six Carpenters' Case* and applies to entries made under legal authority, not under a private licence.

Analysis: The health inspectors entered the restaurant under statutory authority. The subsequent unlawful removal of food samples without following the prescribed procedure is a positive wrongful act (misfeasance). Under the doctrine of trespass ab initio, the initial entry may be retrospectively treated as trespassory. Option D correctly states the principle.

Why other options are wrong:

- **Option A:** The doctrine applies specifically to entries under legal authority, including statutory authority; it is not limited to private licences.
- **Option B:** The doctrine expressly allows the initial entry to be retrospectively invalidated by subsequent misfeasance; it is not merely a separate claim for the specific abuse.
- **Option C:** The principle operates precisely in situations where the initial entry was lawful; subsequent misfeasance is what triggers the retroactive trespass.

Final Answer: Trespass ab initio retrospectively invalidates an entry made under legal authority where the entrant commits subsequent misfeasance. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q7

Q8.

Solution

Concept — Defence of Property: Reasonable Force: A person is entitled at common law to use reasonable force to protect their property and to eject trespassers. The force used must be proportionate to the nature and degree of the trespassory interference. Disproportionate or excessive force will not be justified. A physical push to eject a trespasser who refuses to leave after a request is generally considered proportionate where the trespasser was actively removing property.

Analysis: Kumar was trespassing and removing Shyam's vegetables. After a verbal request to leave was ignored, Shyam used a physical push — a proportionate response given Kumar's active appropriation of Shyam's property. The force was minimal (minor bruise) and not excessive. The defence of defence of property is available to Shyam.

Why other options are wrong:

- **Option B:** Physical force proportionate to the trespassory interference is lawfully justified; the law does not require landowners to resort only to verbal demands or court orders to eject trespassers.
- **Option C:** Defence of property is a well-recognised common law tortious

defence and does not require specific statutory basis.

- **Option D:** Force must always remain proportionate; unlimited force is not permitted regardless of the trespasser's refusal to leave.

Final Answer: Reasonable and proportionate force to eject a trespasser is justified under the defence of property. $\Rightarrow$ $\boxed{\text{A}}$

$\boxed{\textbf{Answer: (A)}}$ **Go Back to Q8**

Q9.

Solution

Concept — Passing Off: Classic Trinity (*Reckitt & Colman Products Ltd v Borden Inc* [1990]): The House of Lords in *Reckitt & Colman* restated the three essential elements of passing off: (i) **goodwill** — the plaintiff must have an established reputation or goodwill in the relevant trade; (ii) **misrepresentation** — the defendant must make a representation (whether intentional or not) that is likely to deceive the relevant public into thinking the defendant's goods or services are those of the plaintiff; and (iii) **damage** — the plaintiff has suffered, or is likely to suffer, damage to their goodwill as a result.

Analysis: SqueezeRight has established goodwill in the distinctive lemon-shaped container over fifteen years. JuiceKing's similar container creates a misrepresentation likely to confuse consumers. Damage to SqueezeRight's goodwill (lost sales and dilution) is a probable consequence. SqueezeRight must prove all three elements. Option B correctly states the classic trinity.

Why other options are wrong:

- **Option A:** Passing off does not require fraudulent intent; an innocent misrepresentation is sufficient if it is likely to deceive the public.
- **Option C:** Similarity in get-up (packaging shape and appearance) is a well-recognised basis for passing off; no identical name or registered mark is required.
- **Option D:** Passing off is a common law action for unregistered trade dress and is not excluded by the availability of trademark registration; the two remedies may co-exist.

Final Answer: The classic trinity (goodwill, misrepresentation, damage) must be established for passing off; fraudulent intent is not required. $\Rightarrow$ $\boxed{\text{B}}$

$\boxed{\textbf{Answer: (B)}}$ **Go Back to Q9**

Q10.

Solution

Concept — Inducement to Breach of Contract (*Lumley v Gye* [1853]): The tort of inducement to breach of contract was established in *Lumley v Gye*. The defendant is liable where: (i) the claimant and a third party were in a subsisting contract; (ii) the defendant knew of that contract; (iii) the defendant deliberately induced or procured the third party to breach the contract; and (iv) the claimant suffered loss as a result. Honest commercial competition is not a defence where the defendant knowingly induces a breach.

Analysis: HarmonySound had a valid three-year exclusive recording contract with Priya. CompetitorTunes knew of this contract and deliberately induced Priya to break it by offering higher remuneration. HarmonySound suffered loss of the exclusive contractual arrangement. All four elements of the *Lumley v Gye* tort are made out against CompetitorTunes.

Why other options are wrong:

- **Option A:** Mere persuasion is sufficient for the tort; physical compulsion is not required; knowing and deliberate inducement is enough.
- **Option B:** Honest commercial competition does not provide immunity where the defendant knowingly induces a breach of an existing contract; the tort targets exactly this conduct.
- **Option D:** The tort is actionable by the party whose contractual rights are directly infringed; HarmonySound as the contracting party whose performance was procured to be withheld has clear locus standi.

Final Answer: Knowing and deliberate inducement of a contractual breach is actionable under *Lumley v Gye*; honest competition is not a defence. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q10

Q11.

Solution

Concept — Loss of Chance and Balance of Probabilities (*Hotson v East Berkshire AHA* [1987]): In *Hotson*, the House of Lords held that in a clinical negligence claim, the claimant must establish causation on the balance of probabilities — that the defendant's breach of duty *more likely than not* caused the harm. A claimant who had only a 25% chance of a better outcome even with timely treatment cannot satisfy this standard. The courts have generally rejected proportionate recovery for loss of chance in personal injury claims, distinguishing the position from commercial cases.

Analysis: Even with timely treatment, Karan had only a 25% chance of avoiding the disability — meaning there was a 75% probability that the disability would have occurred regardless of the negligent delay. The negligence cannot be shown to have caused the disability on the balance of probabilities (more than 50%). The loss of chance claim therefore fails.

Why other options are wrong:

- **Option A:** A small statistical chance is insufficient; causation must be proved on the balance of probabilities (more than 50%) in personal injury claims.
- **Option B:** Proportionate recovery for loss of chance in clinical negligence was rejected in *Hotson*; English law does not generally allow this approach in personal injury.
- **Option C:** The material increase in risk test (*Fairchild*) is confined to specific mesothelioma-type situations; it does not apply to straightforward clinical negligence loss of chance cases.

Final Answer: A 25% chance of a better outcome fails the balance of probabilities test; the *Hotson* loss of chance claim does not succeed. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q11

Q12.

Solution

Concept — Standard of Care for Learner Drivers (*Nettleship v Weston* [1971]): The Court of Appeal in *Nettleship v Weston* held that the standard of care in negligence is objective — the standard of a reasonably competent and experienced driver. A learner driver is not judged against a reduced standard appropriate to her level of experience or expertise. The driving instructor's personal knowledge that the driver is a learner does not lower the standard owed to third parties on the road.

Analysis: Priya is a learner driver. Regardless of how little experience she has had, she is judged by the standard of a reasonably competent driver. Her failure to negotiate the turn correctly and the resulting injury to the pedestrian constitutes negligence measured against that objective standard.

Why other options are wrong:

- **Option B:** A learner driver owes an independent duty of care to third parties on the road; this duty is not displaced by the instructor's presence in the vehicle.

- **Option C:** The standard of care is objective and does not reduce with fewer lessons; experience level does not lower the duty owed to road users.
- **Option D:** The standard is objective, not subjective; the court does not ask what this particular learner could personally have achieved.

Final Answer: Learner drivers are held to the objective standard of a reasonably competent driver; inexperience affords no lower standard. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q12

Q13.

Solution

Concept — Material Increase in Risk: *Fairchild v Glenhaven Funeral Services Ltd* [2002]: The House of Lords in *Fairchild* recognised an exception to the ordinary but-for test of causation in cases where: (i) the claimant was exposed to asbestos by multiple employers each in breach of duty; (ii) the claimant developed mesothelioma; and (iii) medical science cannot determine which period of exposure caused the disease (since a single fibre can trigger it). In such cases, each defendant who materially increased the risk of the disease is held liable as having materially contributed to the risk.

Analysis: Ramesh was exposed by three employers each in breach of duty. Medical science cannot identify which employer's asbestos caused his mesothelioma. The *Fairchild* exception applies: each employer materially increased the risk, and each is liable. The strict but-for test is displaced in these circumstances.

Why other options are wrong:

- **Option A:** The *Fairchild* exception was created precisely because the ordinary but-for test produced unjust results in mesothelioma cases; it displaces the strict but-for requirement.
- **Option C:** Duration of exposure alone does not determine liability; the *Fairchild* principle assigns liability based on material contribution to risk, not the longest period.
- **Option D:** The *Fairchild* exception applies wherever multiple defendants each in breach of duty materially increased the risk; it is not confined to single-defendant cases.

Final Answer: Where multiple negligent employers each materially increased the risk of mesothelioma and causation cannot be separately identified, each is liable under *Fairchild*. ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q13

Q14.

Solution

Concept — Duty to Child Trespassers: Duty of Common Humanity (*British Railways Board v Herrington* [1972]): The House of Lords in *British Railways Board v Herrington* held that while an occupier ordinarily owes no duty to trespassers, a duty of common humanity arises towards child trespassers where: (i) the occupier knows or ought to know that children are likely to trespass; (ii) the occupier knows of the dangerous condition; and (iii) the risk of serious injury is foreseeable. The duty requires the occupier to take reasonable steps (measured by what the occupier in their particular situation could reasonably be expected to do) to prevent the danger.

Analysis: The railway board knew both of the gap in the fence and of children regularly playing nearby. The risk that a child would crawl through and be struck by a train was entirely foreseeable. The board failed to take any remedial steps. A duty of common humanity arose and was breached.

Why other options are wrong:

- **Option A:** The absolute "no duty to trespassers" rule was modified by *Herrington* for child trespassers where the occupier has knowledge of their presence and the danger.
- **Option B:** The duty is not one of strict liability; it is a duty of common humanity calibrated to what the occupier could reasonably do.
- **Option D:** The *Herrington* common law duty was not abolished; it continues to apply and informed subsequent statutory reform.

Final Answer: Where an occupier knows children trespass and knows of a serious danger, a duty of common humanity arises under *Herrington*. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q14

Q15.

Solution

Concept — Prescription as Defence to Private Nuisance: A right to commit what would otherwise be a private nuisance may be acquired by prescription — that is, by 20 years' continuous, open, and uninterrupted use as of right, without force, secrecy, or permission (*nec vi, nec clam, nec precario*). Once the prescriptive period is completed, the right becomes equivalent to an easement and operates as a complete defence to a nuisance claim by neighbouring landowners, including new purchasers who arrive after the right has been established.

Analysis: The pig farm has been operating and causing the same odour nuisance continuously for 22 years — more than the requisite 20 years. The prescriptive right is established. The developer, who built nearby only five years ago, cannot succeed in a nuisance claim against a right that had already crystallised before the residential estate was built.

Why other options are wrong:

- **Option A:** Prescription is a well-recognised defence to private nuisance; it can defeat the claim of a new neighbouring landowner.
- **Option B:** No formal deed or written agreement is required; prescriptive rights arise from long-continued factual use as of right.
- **Option C:** The required period is 20 years, not 40; 22 years exceeds the threshold and establishes the prescriptive right.

Final Answer: A prescriptive right to commit nuisance is acquired after 20 years' continuous open use as of right; 22 years suffices and defeats the developer's claim. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q15

Q16.

Solution

Concept — Statutory Authority as Defence to Nuisance (*Allen v Gulf Oil Refining Ltd* [1981]): Where Parliament has expressly or by necessary implication authorised the carrying out of works or activities that will inevitably result in a nuisance to neighbours, statutory authority operates as a complete defence to any nuisance claim arising from that inevitable consequence, provided the defendant carries out the authorised activity without negligence. The defence fails if the nuisance arises from negligence in the way the statutory function is carried out.

Analysis: The chemical plant was constructed and operated pursuant to Parliament's authorisation. The fumes and vibrations were an inevitable consequence of operating the authorised plant. The company carried out the authorised activity without negligence. Following *Allen v Gulf Oil Refining Ltd*, the statutory authority defence is available and complete.

Why other options are wrong:

- **Option B:** Statutory authority, once established, operates as a complete defence in nuisance without any additional judicial immunity being sought.
- **Option C:** Statutory authority protects against liability for nuisances arising from the authorised activity whenever they occur; there is no temporal limitation linked to the date of Royal Assent.
- **Option D:** Implied statutory authorisation is sufficient; explicit words excluding liability for nuisance are not required.

Final Answer: Statutory authority is a complete defence to nuisance where the activity is authorised and carried out without negligence, as per *Allen v Gulf Oil*. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q16

Q17.

Solution

Concept — Contribution Between Joint Tortfeasors: Under the principle reflected in the Civil Liability (Contribution) Act 1978 (and similar common law principles), where two or more persons are jointly liable for the same damage, and one pays more than their equitable share, that person may recover contribution from the other(s). Contribution is assessed on a just and equitable basis having regard to each person's responsibility for the damage. The right of contribution is independent of whether both tortfeasors were joined as defendants in the original proceedings.

Analysis: Arun paid the full judgment (Rs. 10 lakhs) although a court assessed Bharat's share at 40%. Arun paid Rs. 4 lakhs more than his share (60% = Rs. 6 lakhs). He may recover contribution of Rs. 4 lakhs from Bharat. The right of contribution does not depend on Bharat having been a co-defendant in the original suit.

Why other options are wrong:

- **Option A:** Satisfaction of the plaintiff's judgment does not extinguish the paying tortfeasor's right of contribution against a co-tortfeasor; the two are independent.

- **Option C:** The right of contribution does not require both tortfeasors to have been named in the same judgment; separate proceedings for contribution are available.
- **Option D:** Contribution arises between concurrent tortfeasors who contribute to the same damage, even where they acted independently; simultaneous action is not required.

Final Answer: A joint tortfeasor who pays the full amount may seek contribution from co-tortfeasors in proportion to their assessed share of responsibility. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q17

Q18.

Solution

Concept — Joint and Several Liability for Single Indivisible Harm: Where two or more defendants each independently cause or contribute to a single indivisible harm suffered by the plaintiff, they are jointly and severally liable for the full extent of that harm. The plaintiff may recover the entire amount from any one of them. That defendant may then seek contribution from the others under the contribution principles. Joint and several liability applies where the harm is indivisible, even if the defendants acted independently without any common plan.

Analysis: The combined discharges of AlphaCo and BetaCo together caused the death of all the fish — a single indivisible harm. Each factory's discharge was a necessary part of the cause. Mr. Patel may recover the full Rs. 20 lakhs from AlphaCo alone. AlphaCo is then entitled to seek contribution of 50% (BetaCo's share) from BetaCo.

Why other options are wrong:

- **Option A:** Where the harm is indivisible, proportionate several liability does not apply; full recovery from any one defendant is permitted under joint and several liability.
- **Option B:** Joint and several liability for indivisible harm applies even to independently acting tortfeasors; a common plan or concert is not required.
- **Option D:** Obtaining judgment against one joint tortfeasor does not operate as a release of others under modern law; Mr. Patel's claim against BetaCo is not barred.

Final Answer: Independent tortfeasors jointly causing a single indivisible harm are jointly and severally liable; the plaintiff may recover in full from any one. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q18

Q19.

Solution

Concept — Exemplary Damages: Three *Rookes v Barnard* Categories [1964]: The House of Lords in *Rookes v Barnard* restricted the availability of exemplary (punitive) damages to three specific categories: (i) oppressive, arbitrary, or unconstitutional action by servants of the government; (ii) conduct by the defendant calculated to make a profit that may well exceed the compensation payable to the plaintiff; and (iii) cases where exemplary damages are expressly authorised by statute. Outside these categories, exemplary damages are unavailable, and only compensatory or aggravated damages may be awarded.

Analysis: The police officer's warrantless entry, seizure of documents, and deliberate public humiliation constitute oppressive, arbitrary, and unconstitutional conduct by a servant of the government — directly within category (i). Exemplary damages are therefore available. The police authority's denial is incorrect.

Why other options are wrong:

- **Option A:** The court does not have unfettered discretion to award exemplary damages whenever conduct is outrageous; the *Rookes v Barnard* categories strictly limit their availability.
- **Option B:** Exemplary damages are available in English and Indian tort law, subject to the recognised categories; they are not confined to the criminal system.
- **Option C:** Exemplary damages are not restricted to contract; they are available in tort within the *Rookes v Barnard* categories.

Final Answer: Oppressive government action falls within *Rookes v Barnard* category (i); exemplary damages are available against the police officer. ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q19

Q20.

Solution

Concept — Aggravated Damages: Additional Injury to Feelings and Dignity: Aggravated damages are awarded as compensatory damages for the additional injury to the plaintiff's feelings, dignity, or pride caused by the manner in which the tort was committed or by the defendant's subsequent conduct. They are distinct from exemplary damages (which are punitive) and are awarded to compensate for an aggravated form of injury. Relevant circumstances include high-handed conduct, deliberate insults, refusal to apologise, and continuing the wrong after protest.

Analysis: The newspaper's initial publication was defamatory. The editor's dismissive refusal to retract and the further disparaging editorial compounded the injury to Ms Bhatt's dignity and reputation. This subsequent high-handed conduct supports an award of aggravated damages on top of general compensatory damages.

Why other options are wrong:

- **Option B:** Aggravated and exemplary damages are legally distinct; aggravated damages are compensatory (for additional hurt to the plaintiff) while exemplary damages are punitive (to punish the defendant).
- **Option C:** Aggravated damages are well-recognised in defamation proceedings; they are not limited to physical injury cases.
- **Option D:** Aggravated damages are a recognised and distinct category in tort law; the assessment of general compensatory damages does not preclude a further award of aggravated damages.

Final Answer: Aggravated damages compensate for additional injury to dignity caused by high-handed post-tort conduct; they are available in Ms Bhatt's defamation claim. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q20

Q21.

Solution

Concept — Quia Timet Injunction: Anticipatory Relief Against Threatened Tort: A quia timet ("because he fears") injunction is an anticipatory injunction granted to restrain an apprehended or threatened tort before it occurs. The plaintiff must demonstrate: (i) a real and imminent threat of harm; (ii) that the harm, if it occurs, will be substantial; and (iii) that damages would be an inadequate remedy (e.g., because the harm would be difficult to quantify or irreversible). The court may grant such relief even though no tort has yet been committed.

Analysis: The chemical company has publicly announced its intention to begin discharge in one month. The threat is real and imminent. Contamination of fish-ponds would cause irreversible and difficult-to-quantify harm. Damages would be inadequate to restore the plaintiff's position after the harm occurs. The conditions for a quia timet injunction are met.

Why other options are wrong:

- **Option A:** Courts can and do grant anticipatory injunctions before any tort is committed; the quia timet remedy exists precisely for this purpose.
- **Option C:** A prior instance of the same nuisance is not a prerequisite; a first-time but imminent and credible threat suffices for quia timet relief.
- **Option D:** The quia timet remedy is a common law and equitable remedy of general application; it is not excluded in environmental pollution cases.

Final Answer: Quia timet injunction may be granted for a real and imminent threatened tort before any damage occurs; the plaintiff's application on these facts succeeds. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q21

Q22.

Solution

Concept — Conspiracy by Unlawful Means: The tort of conspiracy has two branches. (i) Simple conspiracy: an agreement between two or more persons with a predominant purpose of injuring the plaintiff using lawful means. (ii) Conspiracy by unlawful means: an agreement between two or more persons to use unlawful means, targeting the plaintiff, with intention to injure and causing actual damage. In the unlawful means variant, a predominant purpose to injure is not required; the use of unlawful means combined with an intention to cause the damage actually caused is sufficient.

Analysis: Harish and Suresh agreed to make unlawful threats of violence targeting Mehta's customers. Their agreement used unlawful means (threats of violence). The intention was to cause (and did cause) financial damage to Mehta. All elements of conspiracy by unlawful means are satisfied. Option C correctly states the applicable principle.

Why other options are wrong:

- **Option A:** This describes simple conspiracy (lawful means, predominant purpose to injure); when unlawful means are used, a predominant purpose to injure is not separately required.
- **Option B:** There is no minimum number requirement of three persons; two persons combining are sufficient for the tort of conspiracy.
- **Option D:** Conspiracy is recognised as an independent tort; the combination to use unlawful means is itself actionable, not merely the individual acts taken pursuant to the agreement.

Final Answer: Conspiracy by unlawful means requires only a combination to use unlawful means with intent to injure and resulting damage; no predominant injury purpose is needed. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q22

Q23.

Solution

Concept — Intimidation as Economic Tort (*Rookes v Barnard* [1964]): The House of Lords in *Rookes v Barnard* confirmed that intimidation is a tort. It is committed where: (i) the defendant makes an unlawful threat to a third party; (ii) with the intention of coercing that third party to act (or refrain from acting) in a way; (iii) that causes damage to the plaintiff. The unlawful threat may be directed at a third party rather than at the plaintiff; what matters is that the plaintiff suffers loss as a result of the coerced third party's response.

Analysis: The union officials made an unlawful threat (to call an illegal strike) to the airline (third party) with the intention of procuring Mr. Roy's dismissal (damage to the plaintiff). The airline responded to the coercion by dismissing Mr. Roy. All elements of the tort of intimidation are satisfied.

Why other options are wrong:

- **Option A:** Intimidation does not require the threat to be made directly to the plaintiff; threats to third parties that coerce acts damaging the plaintiff are actionable.

- **Option B:** Trade union immunity from tortious liability is not absolute; unlawful threats (such as to call an illegal strike) fall outside any general immunity.
- **Option C:** The employer's response to the unlawful threat (dismissing Roy) does not break the causal chain; the coercion need not be irresistible, only effective.

Final Answer: The union officials' unlawful threat to a third party (the airline) that procured Mr. Roy's dismissal constitutes the tort of intimidation. $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q23

Q24.

Solution

Concept — Non-Delegable Duty of Educational Institutions: Schools and educational institutions owe a non-delegable duty of care to those lawfully on their premises, particularly in respect of activities carried out on those premises that create risks of injury to occupants. This duty cannot be discharged by delegating the work to a competent independent contractor. If an independent contractor negligently injures someone in the course of work on the school premises that creates such risks, the school remains directly liable.

Analysis: SafeClimb Ltd was engaged by the school to install roof fascias — work that inherently created a risk of objects falling into the building below. The teacher was lawfully on the premises. The school's non-delegable duty of care extends to this situation. The school cannot escape liability simply by pointing to SafeClimb Ltd as an independent contractor.

Why other options are wrong:

- **Option B:** Engaging a competent independent contractor does not discharge a non-delegable duty; the whole point is that the duty cannot be delegated.
- **Option C:** Non-delegable duties in educational settings are not confined to pupils; they extend to all persons lawfully on the premises, including staff.
- **Option D:** The school's liability does not depend on its management staff having personally supervised or interfered with the contractor's work; the non-delegable duty is direct.

Final Answer: Schools owe a non-delegable duty of care; engaging an independent contractor to do risky work on premises does not discharge that duty. $\Rightarrow$ $\boxed{\text{A}}$

Answer: (A) Go Back to Q24

Q25.

Solution

Concept — Vicarious Liability "Akin to Employment" (*Cox v Ministry of Justice* [2016]): The Supreme Court in *Cox* extended vicarious liability beyond formal contracts of employment to relationships that are akin to employment. The key indicia are: (i) the defendant is carrying on a business or operation in its own interest; (ii) the tortfeasor is integrated into the defendant's operation; (iii) the defendant has recruited the individual and can direct and control them; (iv) the tort is committed in the course of the activity being carried out for the defendant's benefit; and (v) the defendant created the risk of the tort by placing the individual in the position to commit it.

Analysis: The Ministry of Justice operates the prison and directed prisoners to work in the kitchen as part of its operations. The prisoner was integrated into the prison's domestic operations and the work was carried out for the Ministry's benefit. All five factors from *Cox* are present. The Ministry is vicariously liable.

Why other options are wrong:

- **Option A:** *Cox* expressly extended vicarious liability beyond formal employment contracts; absence of a contract of employment is not fatal.
- **Option C:** Custodial responsibility and vicarious liability are not mutually exclusive; *Cox* demonstrates that both may arise from the same relationship.
- **Option D:** Being on the government payroll is not a prerequisite for attracting vicarious liability; the "akin to employment" test is broader and does not require formal remuneration.

Final Answer: *Cox* extends vicarious liability to relationships akin to employment; the prison work programme satisfies all the relevant criteria. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q25

Q26.

Solution

Concept — Disclosure of Material Risks (*Montgomery v Lanarkshire Health Board* [2015]): The Supreme Court in *Montgomery* departed from the *Bolam* test in the context of risk disclosure. It held that a doctor must take reasonable care to ensure that a patient is aware of any material risks in a proposed treatment and of reasonable alternatives. A risk is material if: (i) a reasonable person in the patient's position would be likely to attach significance to it, or (ii) the doctor is aware that this particular patient would likely attach significance to it. The doctor's belief that the patient would make an "unwise" choice if informed does not justify non-disclosure.

Analysis: Shoulder dystocia was a significant risk for Mrs Kapoor given her specific medical profile. A reasonable patient in her position would attach significance to this risk. The obstetrician's paternalistic decision to withhold the information to steer her towards vaginal delivery was directly contrary to the *Montgomery* principle. The failure to disclose was negligent.

Why other options are wrong:

- **Option A:** *Montgomery* expressly departed from *Bolam* for risk disclosure; a body of medical opinion that would not disclose cannot shield non-disclosure.
- **Option B:** A doctor's clinical judgment about the patient's best interests does not override the patient's right to be informed of material risks; autonomy is paramount.
- **Option D:** There is no 50% probability threshold for risk disclosure; any risk that a reasonable patient would consider significant must be disclosed.

Final Answer: Under *Montgomery*, material risks must be disclosed; the *Bolam* test does not apply to risk disclosure and the obstetrician's non-disclosure was negligent. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q26

Q27.

Solution

Concept — Proportionate Liability in Mesothelioma (*Barker v Corus UK Ltd* [2006]): Building on *Fairchild*, the House of Lords in *Barker* held that where multiple employers each materially increased the risk of mesothelioma, each is liable only in proportion to the period of exposure they caused relative to total exposure — not jointly and severally for the full loss. This was because the *Fairchild* exception was based on increasing the risk, not on causing the disease. Note: the Compensation Act 2006 subsequently reversed *Barker* for mesothelioma specifically, restoring joint and several liability; but the *Barker* principle itself (proportionate liability) remains the legal position as the case decided it, subject to that statutory modification.

Analysis: Under the *Barker* principle, each of the three solvent employers is liable only for their proportionate share of Vijay's damages based on the duration of their negligent exposure. They are not jointly and severally liable for the full damages. The insolvency of two employers reduces the total recoverable sum.

Why other options are wrong:

- **Option A:** Joint and several liability for the full sum is what *Barker* expressly departed from; the House of Lords imposed proportionate liability instead.
- **Option B:** Each employer who materially increased the risk is liable for their proportionate share; causal uncertainty does not defeat all claims.
- **Option C:** Liability is proportionate to each employer's contribution to total exposure, not attributed solely to the employer with the longest exposure.

Final Answer: *Barker v Corus* imposed proportionate liability in mesothelioma based on relative exposure periods, not joint and several liability. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q27

Q28.

Solution

Concept — Hit-and-Run Compensation Scheme (Motor Vehicles Act 1988 / Solatium Scheme): The Motor Vehicles Act 1988 (and the rules and schemes made thereunder) provides a special compensation scheme for victims of hit-and-run accidents — cases where the offending motor vehicle cannot be traced or identified. The Solatium Scheme established under the Act entitles a person who has suffered grievous hurt, or the legal representatives of a person who has died, in such an accident to claim a fixed statutory compensation from a designated fund, without the need to identify the offending vehicle, its owner, or driver, and without proof of negligence.

Analysis: The offending vehicle cannot be identified. Ms Anita has suffered serious injury. She is entitled to the fixed statutory compensation under the hit-and-run scheme without needing to prove negligence or identify the owner/driver. The existence of the designated fund means she has a remedy despite the unidentified vehicle.

Why other options are wrong:

- **Option B:** The Motor Vehicles Act specifically provides for hit-and-run cases through the Solatium Scheme; Ms Anita is not without a remedy.
- **Option C:** A separate civil suit against the government is not the prescribed mechanism; the Solatium Scheme is the statutory remedy for hit-and-run accidents.
- **Option D:** Conviction of the offending driver is not required for compensation under the hit-and-run scheme; the whole point of the scheme is that the driver cannot be identified.

Final Answer: The hit-and-run Solatium Scheme under the MV Act 1988 entitles Ms Anita to fixed compensation without proving negligence or identifying the vehicle. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q28

Q29.

Solution

Concept — Appellate Hierarchy under Consumer Protection Act 2019: The Consumer Protection Act 2019 establishes a three-tier quasi-judicial redressal system. Appeals lie within the hierarchy as follows: the order of the District Consumer Disputes Redressal Commission is appealable to the State Consumer Disputes Redressal Commission; the order of the State Commission is appealable to the National Consumer Disputes Redressal Commission; and the order of the National Commission may be challenged before the Supreme Court of India. Appeals do not skip any tier.

Analysis: The manufacturer must appeal the District Commission's order to the State Commission — not directly to the National Commission. The consumer advocate's advice is incorrect. Bypassing the State Commission is not permitted under the statutory hierarchy.

Why other options are wrong:

- **Option A:** Appeals from District Commission orders lie to the State Commission, not directly to the National Commission; the advocate's advice is wrong.
- **Option C:** There is a statutory appeal mechanism within the three-tier system; orders are not final and can be appealed within the hierarchy.
- **Option D:** Appeals from District Commission orders lie to the State Commission, not to the High Court; the High Court is not part of the CPA 2019 appellate hierarchy.

Final Answer: Under CPA 2019, District Commission orders are appealed to the State Commission; no tier may be skipped; the advocate's advice is incorrect. $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) Go Back to Q29

Q30.

Solution

Concept — Restrictive Trade Practices under Section 2(41) Consumer Protection Act 2019: Section 2(41) of the Consumer Protection Act 2019 defines restrictive trade practice as a trade practice that tends to bring about manipulation of price, or conditions of delivery, or to affect the flow of supplies in the market of goods or services in such manner as to impose on the consumer unjustified costs or restrictions. The definition is broad and can encompass vertical restraints that limit consumer choice and access to alternatives.

Analysis: The pharmaceutical company's exclusive supply arrangements effectively prevent consumers from accessing competing products through the established distribution network. This restricts the flow of competing supplies and imposes unjustified restrictions on consumer choice. Such arrangements may satisfy the Section 2(41) definition and the consumer association's complaint may be maintainable under the CPA 2019.

Why other options are wrong:

- **Option A:** The Section 2(41) definition is not limited to horizontal price-fixing; it extends to any trade practice that restricts consumer access to goods or services.
- **Option B:** The CPA 2019 expressly defines and regulates restrictive trade practices; the consumer association's complaint is maintainable under the

Act alongside any Competition Act proceedings.

- **Option D:** No minimum duration or minimum harm threshold is stated in the Act's definition; the restrictive trade practice may be actionable as soon as it has the relevant restrictive effect.

Final Answer: Section 2(41) CPA 2019 covers trade practices that restrict consumer choice and access; exclusive supply arrangements may fall within its scope. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q30

Q31.

Solution

Concept — Non-Natural Use in *Rylands v Fletcher*: *Transco plc v Stockport MBC* [2003]: The House of Lords in *Transco* reviewed and confirmed the modern scope of the rule in *Rylands v Fletcher*. Non-natural use means something extraordinary or unusual — a use that goes beyond the ordinary use of land. The House of Lords emphasised that non-natural use must be understood in context: ordinary domestic or industrial uses of services such as water supply do not constitute non-natural use. Supplying water through a pipe to a multi-storey residential block of flats is a commonplace and ordinary use of land and infrastructure.

Analysis: Supplying water to 200 residential flats through a standard pipeline is an ordinary, everyday use of property. It does not constitute the non-natural use required for the rule in *Rylands v Fletcher* to apply. TechPark's claim under *Rylands* therefore fails at this threshold requirement.

Why other options are wrong:

- **Option A:** *Transco* confirms that not all accumulations of water constitute non-natural use; ordinary residential water supply is excluded.
- **Option B:** There is no rule confining *Rylands* to above-ground installations; the question is always whether the use is non-natural, not the physical location.
- **Option C:** Statutory authorisation is a separate defence to *Rylands* liability; it does not determine whether non-natural use exists; both questions are considered independently.

Final Answer: *Transco* confirms ordinary residential water supply is not non-natural use; the *Rylands* claim fails. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q31

Q32.

Solution

Concept — Strict Liability for Dangerous Species (Ferae Naturae): At common law, the keeper of an animal belonging to a dangerous species (ferae naturae) is strictly liable for any damage caused by that animal. A species is dangerous if its members are not commonly domesticated in the British Isles and if members of that species are, when not restrained, likely to cause severe harm, or any harm of a kind that the animal, if it does cause harm, is likely to cause severely. No proof of knowledge of any particular propensity of the specific animal is required; the mere keeping of a dangerous species suffices to attract strict liability.

Analysis: A Bengal tiger is ferae naturae — a wild, dangerous species not commonly domesticated. The zoo is the keeper. When the tiger escaped and caused injury, strict liability attached without any need to prove specific negligence in the keeper's conduct or prior knowledge of that particular tiger's dangerousness. Option A correctly states this principle.

Why other options are wrong:

- **Option B:** Strict liability does not require proof of negligence; taking all reasonable precautions is not a defence to liability for a dangerous species.
- **Option C:** For dangerous species, prior knowledge of the specific animal's propensity is irrelevant; strict liability attaches by reason of the species classification alone.
- **Option D:** Common law strict liability for dangerous species applies to all keepers regardless of whether the premises are a zoo or a private dwelling; zoo licensing does not displace the common law.

Final Answer: Keepers of ferae naturae are strictly liable for all damage caused; no negligence or prior knowledge of individual propensity is required. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q32

Q33.

Solution

Concept — Detinue: Wrongful Detention after Demand and Refusal: Detinue is the tort of wrongfully detaining another person's goods. It is constituted by: (i) the defendant's possession or control of the claimant's goods; (ii) a specific demand by the owner for their return; and (iii) an unjustified refusal or failure by the defendant to return the goods. Detinue differs from conversion, which involves a dealing with goods that amounts to a denial of the owner's title. The making of a demand followed by refusal is an essential precondition to detinue.

Analysis: Smita made a formal written demand for the return of her painting. The gallery refused without lawful justification (a disputed fee clause does not create a recognised lien entitling retention). The elements of detinue are satisfied: Smita's chattel, her specific demand, and the gallery's unjustified refusal. She may seek return or value plus damages.

Why other options are wrong:

- **Option A:** Detinue and conversion are distinct torts; conversion involves treating goods as one's own or a dealing inconsistent with the owner's rights, while detinue is refusal to return after demand.
- **Option C:** The gallery's refusal to return constitutes a separate tortious wrong independent of the contract; both contractual and tortious claims may be available.
- **Option D:** Detinue does not require proof of actual financial damage from the detention; the wrongful refusal to return after demand is sufficient to found the claim.

Final Answer: Detinue requires demand and unjustified refusal; Smita's formal demand and the gallery's refusal satisfy all elements; she may claim return or value. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q33

Q34.

Solution

Concept — Bare Licence Revocation and Trespass: A bare licence is a gratuitous personal permission to enter or use another's land; it confers no legal estate and creates no contractual obligation. Unlike a contractual licence or an easement, a bare licence may be revoked by the licensor at will, provided reasonable notice is given to the licensee to allow them to leave. Once a valid revocation takes effect after reasonable notice, any further presence on the land by the former licensee constitutes trespass. A contractual licence, by contrast, cannot be revoked without a breach of contract.

Analysis: Anand granted a bare (gratuitous) licence. He gave Rajesh two weeks' written notice — ample and reasonable notice. Once the notice period expired, Rajesh had no further right to use the path. His continued use constitutes trespass. Rajesh's argument that the licence is irrevocable is incorrect as a matter of law.

Why other options are wrong:

- **Option A:** Reliance on a bare licence does not render it irrevocable; that doctrine applies in equity to proprietary estoppel situations, not to simple bare licences.
- **Option B:** No court order is required to revoke a bare licence; a unilateral notice with reasonable time to leave is sufficient.
- **Option D:** There is no 12-month irrevocability rule for recreational path licences; a bare licence remains revocable at any time with reasonable notice regardless of duration.

Final Answer: A bare licence is revocable on reasonable notice; post-revocation entry constitutes trespass; Rajesh's continued use renders him a trespasser. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q34

Q35.

Solution

Concept — Volenti Non Fit Injuria: Knowledge $\neq$ Consent (*Smith v Baker & Sons* [1891]): The House of Lords in *Smith v Baker & Sons* established the critical distinction between knowledge of a risk and consent to bear it. For the volenti defence to succeed, the plaintiff must not only know of the risk but must also freely and voluntarily consent to assume the legal risk of harm — that is, agree to waive the right of action against the defendant. Mere continuance of employment with knowledge of a danger does not constitute such consent; workers often have no real freedom to refuse dangerous conditions.

Analysis: Prem knew of the overhead crane but had not signed any waiver, had not been offered a choice, and had no realistic option other than to continue working. His knowledge of the risk does not establish voluntary assumption of the legal risk. The employer's volenti defence fails.

Why other options are wrong:

- **Option A:** *Smith v Baker* directly rejected this reasoning; continued employment with knowledge is not implied consent to the legal risk.
- **Option B:** Volenti is not automatically excluded in all employment cases by the existence of a safety duty; it requires the specific facts to demonstrate that no real consent was given (as is usually the case for employees).
- **Option C:** Knowledge and consent are legally distinct; *Smith v Baker* is the leading authority for this distinction and expressly holds that they are not

equivalent.

Final Answer: Knowledge of risk alone does not constitute consent to it; volenti requires free and voluntary acceptance of the legal risk of harm (*Smith v Baker*). $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q35

Q36.

Solution

Concept — Ubi Jus Ibi Remedium: Nominal Damages for Violation of Legal Right (*Ashby v White* [1703]): The maxim *ubi jus ibi remedium* (where there is a right, there is a remedy) is a foundational principle of English and Indian tort law. In *Ashby v White*, the Court of King's Bench held that the wrongful refusal of a right to vote was actionable in tort even though the candidate for whom the plaintiff wished to vote won the election and thus no practical harm resulted. A violation of a legal right is itself actionable and gives rise at minimum to nominal damages.

Analysis: Suresh had a legal right to vote. The returning officer's wrongful refusal violated that right. The fact that the election outcome was unaffected does not extinguish the cause of action. Under *Ashby v White* and the underlying maxim, Suresh may recover at least nominal damages for the infringement of his right.

Why other options are wrong:

- **Option B:** Violation of a legal right is actionable even without measurable damage; nominal damages are available to vindicate the right.
- **Option C:** While electoral disputes may also be addressed through election petitions, the wrongful denial of a right to vote may also give rise to a common law tortious claim; the two remedies are not mutually exclusive.
- **Option D:** *Ubi jus ibi remedium* is a principle of private law and tort law, not merely constitutional law; *Ashby v White* is a leading tort case applying the maxim.

Final Answer: Violation of a legal right (the right to vote) is actionable per the maxim *ubi jus ibi remedium*; nominal damages are recoverable even without tangible harm. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q36

Q37.

Solution

Concept — Remoteness: Type of Damage Test (*Hughes v Lord Advocate* [1963]): The House of Lords in *Hughes v Lord Advocate* held that the defendant is liable for the full extent of the claimant's injury provided that the **type** of damage was reasonably foreseeable, even if the precise manner in which the harm occurred or its severity was not foreseeable. It is not necessary that the defendant could have foreseen the exact sequence of events; it is sufficient that damage of the same general type (here, injury by burning) was foreseeable.

Analysis: The engineers could foresee that leaving paraffin lamps unattended near an open manhole created a risk of fire or burning to someone who interfered with the lamps. Injury by burning was the foreseeable type. The explosion was an unforeseeable manner of causing that foreseeable type of injury. Under *Hughes*, the defendants are liable for the full extent of Vikram's burns.

Why other options are wrong:

- **Option A:** Liability does not require foreseeability of the precise mechanism or severity; the type of damage (burning injury) was foreseeable and that suffices.
- **Option C:** The engineers owed a duty of care to foreseeable entrants, including curious children; Vikram's interference with the lamp was a foreseeable consequence of leaving lamps accessible near an open manhole.
- **Option D:** Apportionment between foreseeable and unforeseeable elements of the same type of injury is not the *Hughes* rule; once the type of damage is foreseeable, full liability for its extent follows.

Final Answer: Where the type of damage (burning injury) is foreseeable, the defendant is liable for its full extent even if the precise manner was not; *Hughes* applies. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q37

Q38.

Solution

Concept — Duty of Care from Voluntary Assumption of Responsibility in Rescue: The general rule is that there is no duty to rescue a stranger. However, once a person voluntarily assumes responsibility for another's safety — for example, by commencing a rescue operation — a duty of care arises in respect of the manner in which the rescue is conducted. Negligent conduct of the rescue that worsens the victim's position, or that deters other potential rescuers from assisting, can ground liability. This principle was recognised in cases such as *Horsley v MacLaren (The Ogopogo)* and is grounded in the *Hedley Byrne* assumption of responsibility doctrine extended to physical safety.

Analysis: Captain Nair was under no initial obligation to rescue Mr. Dass. However, by manoeuvring the boat alongside and throwing a lifeline, he voluntarily assumed responsibility for the rescue. At that point a duty of care arose. His negligent abandonment — particularly as it may have discouraged other boats from assisting — constituted a breach of that duty causing Mr. Dass's death.

Why other options are wrong:

- **Option A:** Once a voluntary assumption of responsibility occurs, the rescuer cannot walk away from the rescue negligently; a duty of care has arisen and must be discharged.
- **Option B:** Physical contact is not required for a duty of care to arise from a rescue; assumption of responsibility through acts short of contact (positioning, throwing a lifeline) suffices.
- **Option D:** Duty of care from assumption of responsibility in rescue is not confined to professionals; it applies equally to private individuals who voluntarily undertake the rescue.

Final Answer: Voluntary assumption of responsibility for another's rescue creates a duty of care; Captain Nair's negligent abandonment breached that duty. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q38

Q39.

Solution

Concept — E-Commerce Platform Liability under CPA 2019 and E-Commerce Rules: The Consumer Protection Act 2019, read with the Consumer Protection (E-Commerce) Rules, 2020, imposes obligations on e-commerce entities including marketplace platforms. While a pure marketplace platform is not automatically the "seller," it may incur liability where: (i) it was directly involved in the fulfillment of the order; (ii) it displayed misleading product information; or (iii) it failed to display mandatory information such as seller details, return and refund policies, and other disclosures required by the Rules. Failure to display mandatory disclosures creates liability on the platform.

Analysis: The platform failed to display mandatory seller return policy information and made no mention of the absence of a manufacturer's warranty. These are mandatory disclosures required under the e-commerce rules. The platform's failure to display these creates grounds for the complaint against it to be maintainable, even as a marketplace intermediary.

Why other options are wrong:

- **Option A:** A marketplace platform can incur liability under the CPA 2019 and e-commerce rules in specified circumstances; it is not categorically immune.
- **Option B:** The CPA 2019 does not exclude refurbished goods from its protections; consumers purchasing refurbished products are still entitled to statutory protections against defects and misleading descriptions.
- **Option C:** Automatic "seller" status is not imposed on all marketplace platforms; liability depends on the specific role played and the obligations breached.

Final Answer: E-commerce platforms may be liable under CPA 2019 for failure to display mandatory disclosures; Ms Deepa's complaint against the platform is maintainable on these facts. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q39

Q40.

Solution

Concept — Insurer's Direct Liability to Judgment Creditor: Section 149 Motor Vehicles Act 1988: Section 149 of the Motor Vehicles Act 1988 provides that notwithstanding any condition of the policy excluding the insurer's liability in certain circumstances, once a judgment is obtained against the insured in respect of a third-party liability covered by the policy, the insurer is directly and compulsorily liable to satisfy the judgment. The insurer's right to avoid the policy as between itself and the insured (e.g., for misrepresentation) does not defeat its obligation to the third party; the insurer may have a right of indemnity against the insured but must first pay the judgment creditor.

Analysis: SecureShield may have validly avoided the policy as against the insured truck owner. However, Rajan is a third-party judgment creditor. Section 149 requires SecureShield to satisfy Rajan's judgment regardless of the policy avoidance. SecureShield may subsequently seek to recover the paid amount from the truck owner on the basis of the policy avoidance.

Why other options are wrong:

- **Option B:** Section 149 specifically overrides the insurer's right to refuse payment to third parties on the basis of policy avoidance; Rajan is not left without a remedy against the insurer.
- **Option C:** Section 149 creates direct liability on the insurer to the judgment creditor; a separate garnishee or attachment order is not required.
- **Option D:** The insurer's awareness or ignorance of the misrepresentation at the time of issuing the policy does not affect the Section 149 obligation; the third party's right is independent.

Final Answer: Section 149 MV Act 1988 makes the insurer directly liable to satisfy the judgment creditor's claim regardless of policy avoidance as between insurer and insured. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q40

Answer Key

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