CLAT PG Law of Torts

Sample Paper – 8

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. Ramona invested her savings in a company after its director, Mr Verma, assured her in a written presentation that the company had secured a government contract, knowing this was untrue and intending that she rely on the representation. The company failed and Ramona lost all her money. She sued Mr Verma for the tort of deceit. Mr Verma argued that the statement was merely a sales puff and that Ramona should have made her own enquiries. Which of the following correctly sets out all five essential elements of the tort of deceit as laid down in *Derry v Peek* [1889]?

(A) The plaintiff must prove: (i) a false statement of fact; (ii) made negligently; (iii) to the plaintiff directly; (iv) causing embarrassment; and (v) resulting in financial loss.

(B) The plaintiff must prove: (i) a statement of opinion; (ii) made with good intentions; (iii) relied upon by the plaintiff; (iv) causing injury; and (v) the defendant's awareness of the plaintiff's vulnerability.

(C) The plaintiff must prove: (i) a false representation of fact; (ii) made knowingly or recklessly as to its truth; (iii) with the intention that the plaintiff act upon it; (iv) that the plaintiff did so act in reliance on it; and (v) that the plaintiff suffered damage as a result.

(D) The plaintiff must prove: (i) a misrepresentation; (ii) made carelessly; (iii) in a business context; (iv) creating a special relationship; and (v) that she was the most proximate person to rely on it.

Q2. Suresh, a property developer, sent a prospectus to potential investors stating that all plots in his scheme had planning permission. The statement was false. Investor Asha received the prospectus, read it briefly, but decided to invest primarily because her financial advisor independently recommended the scheme after his own investigation, not because of Suresh's prospectus. When the scheme collapsed, Asha sued Suresh for deceit. Which of the following most accurately states the role of reliance and inducement in an action for deceit?

(A) A plaintiff need not prove actual reliance on the false statement; proof that the statement was made fraudulently to the world at large is sufficient for all recipients to recover.

(B) Reliance is presumed once a false statement is made; the defendant bears the burden of disproving that the plaintiff relied on it.

(C) The plaintiff must prove reliance, but it is sufficient that the statement played some minor role among several reasons for the plaintiff's decision.

(D) The plaintiff must prove that she was actually induced by and relied upon the defendant's false representation; if she would have acted in the same way regardless of the statement because she relied on an independent source, the claim for deceit fails for want of inducement.

Q3. A leading toy manufacturer, FunPlay Ltd, became aware through consumer complaints that a batch of its toys contained a small detachable part posing a choking hazard to children. Despite internal knowledge of the defect, FunPlay Ltd continued selling the remaining stock and took no steps to recall or notify consumers. A child was injured by the toy. The child's parents filed a complaint under the Consumer Protection Act 2019. Which of the following correctly states the manufacturer's duty regarding recall of defective goods under the Consumer Protection Act 2019?

(A) Where a manufacturer knows that its goods contain a defect posing a safety risk, it has an affirmative duty under the Consumer Protection Act 2019 to notify consumers and initiate a recall; failure to recall goods with a known safety defect is an actionable wrong making the manufacturer liable for resulting harm.

(B) A manufacturer's liability under the Consumer Protection Act 2019 arises only upon a court order directing recall; unilateral knowledge of a defect creates no duty until such an order is passed.

(C) The Consumer Protection Act 2019 does not impose any recall obligation on manufacturers; product recall is governed exclusively by sector-specific legislation.

(D) A manufacturer is liable only if the defect was introduced during manufacturing; defects arising from design are excluded from the scope of the Consumer Protection Act 2019.

Q4. Preeti purchased a pressure cooker from HomeMart, a retail store. The cooker exploded due to a manufacturing defect in the safety valve supplied by SafeValve Ltd, the component manufacturer. HomeMart had sold the cooker without any modification. Preeti filed a complaint against both HomeMart and SafeValve Ltd under the Consumer Protection Act 2019. HomeMart argued it should not be liable as the defect arose in the component, not at the retail stage. Which of the following correctly states the liability of the manufacturer and seller under the Consumer Protection Act 2019 in such a scenario?

(A) Only the component manufacturer is liable; the retailer who sells goods without modification bears no liability under the Consumer Protection Act 2019.

(B) Where both the manufacturer and the seller contributed to the deficiency or defect that caused the consumer's loss, the consumer may proceed against either or both; their liability to the consumer is joint and several under the Consumer Protection Act 2019.

(C) The consumer must first exhaust remedies against the manufacturer before proceeding against the seller; sequential liability applies.

(D) A seller is liable under the Consumer Protection Act 2019 only if it was aware of the defect at the time of sale.

Q5. Deepak, a 35-year-old skilled carpenter earning Rs. 18,000 per month, suffered permanent total disablement when a rashly driven truck crushed his hands. He filed a compensation claim before the Motor Accidents Claims Tribunal (MACT) under the Motor Vehicles Act 1988. The truck owner argued that Deepak must wait until reaching maximum medical improvement before filing his claim, and that compensation should reflect only his current ability to earn and not his pre-accident income. Which of the following correctly states the basis for computing compensation for permanent total disablement under the Motor Vehicles Act 1988?

(A) Compensation for disablement under the Motor Vehicles Act 1988 is fixed at a statutory rate irrespective of the claimant's income or age; no multiplier is applied.

(B) A victim of permanent disablement must wait for maximum medical improvement before filing a claim; the MACT has no jurisdiction to entertain claims for anticipated future loss.

(C) Compensation for permanent total disablement is computed on the multiplier method based on the claimant's pre-accident income and age; the victim need not wait for maximum medical improvement and may claim before the MACT without delay; the full income loss over the working period is the basis of computation.

(D) Only the actual medical expenses incurred are recoverable for disablement; loss of future earnings is not a recognised head of compensation under the Motor Vehicles Act 1988.

Q6. Mr Ghosh obtained motor insurance from SafeDrive Insurance Co, but had concealed a material fact: he had previously been convicted of reckless driving. SafeDrive discovered this after Mr Ghosh's vehicle injured a pedestrian. SafeDrive sought to void the insurance policy entirely and refused to pay the third-party pedestrian's compensation claim. Which of the following correctly states the legal position under Section 149 of the Motor Vehicles Act 1988 regarding an insurer's right to avoid a policy and its obligation to third parties?

(A) An insurer who discovers material misrepresentation may void the policy retrospectively and is relieved of all obligations, including to injured third parties.

(B) An insurer may never avoid a motor insurance policy even where the insured made a material misrepresentation.

(C) Material misrepresentation by the insured entitles the insurer to void the policy and refuse payment to all claimants including third parties, but only with prior court approval.

(D) Under Section 149 of the Motor Vehicles Act 1988, even where an insurer has grounds to void the policy as against the insured, the insurer remains directly liable to satisfy a third-party judgment creditor; the insurer must pay the third party and may thereafter pursue recovery from the insured for any breach of policy conditions.

Q7. Pradeep successfully obtained a final judgment against Rohit for battery. The court awarded Pradeep damages of Rs. 5 lakhs. Pradeep later felt the damages were insufficient and sought to institute fresh proceedings against Rohit on the same facts, arguing he had not received adequate compensation. Rohit raised a preliminary objection. Which of the following correctly states the effect of a final judgment on a tortious cause of action?

(A) Once a final judgment is given on a tortious claim, the cause of action merges in the judgment; a second action against the same defendant on the same facts is barred by the principle of merger and res judicata, and Pradeep cannot re-litigate the battery claim.

(B) A plaintiff who considers a damages award inadequate may always bring a second action for additional compensation; the first judgment only bars claims for the specific amount already awarded.

(C) A final judgment in tort bars only criminal proceedings arising from the same facts; further civil claims remain open.

(D) Res judicata applies only where the second action is brought in a different court; the same court may always reconsider its earlier tortious judgment.

Q8. OceanFuel Ltd negligently discharged furnace oil from its tanker into Sydney Harbour. The oil spread to a nearby wharf where MasterShip Co was carrying out welding operations. The harbour master's advice was that the oil was unlikely to ignite on water. However, a small piece of molten metal from the welding fell onto cotton waste floating in the oil, igniting the oil and damaging two vessels belonging to MasterShip Co. OceanFuel contended that the risk of fire from oil floating on water was so remote that no reasonable person would have anticipated it. Which of the following correctly states the principle from *Overseas Tankship (UK) Ltd v Miller Steamship Co (Wagon Mound No 2)* [1967] regarding liability for small but foreseeable risks?

(A) A defendant is not liable for damage caused by a risk so small that a reasonable person would not take precautions against it, even if some damage was theoretically possible.

(B) Even a very small risk of damage is sufficient to found liability in negligence if the risk was foreseeable and the defendant took no precaution whatsoever against it when a reasonable person in that position would have done so; the fire risk from oil on water, however small, was foreseeable, making OceanFuel liable.

(C) The defendant is liable only for damage of the type that was highly probable; a merely foreseeable but improbable risk is not actionable.

(D) Liability for fire damage is governed exclusively by the rule in *Rylands v Fletcher*; the Wagon Mound foreseeability test has no application.

Q9. The mother of a young woman murdered by a serial killer sued the Chief Constable of police, claiming that the police owed her daughter a duty of care in the investigation of the killer's earlier crimes and that negligent investigation had allowed him to strike again. The police had been aware of the killer's pattern of offending but failed to apprehend him despite opportunities to do so. Which of the following most accurately reflects the principle established in *Hill v Chief Constable of West Yorkshire* [1989] regarding the police's duty of care to potential victims?

(A) The police owe a duty of care to every member of the public who could potentially be affected by their negligent investigation; any identifiable victim may sue.

(B) The police owe a duty of care to persons who have personally communicated a specific threat to the police and received an assurance of protection.

(C) The police do not owe a general duty of care to individual members of the public in the conduct of criminal investigations; public policy considerations – including the risk of defensive policing, the open-ended class of potential victims, and the proper allocation of police resources – immunise routine investigative decisions from negligence liability.

(D) A duty of care arises whenever the police have actual knowledge of a specific threat to an identified individual, regardless of operational resource constraints.

Q10. Mr Patel, a retired amateur handyman with no professional qualifications, offered to repair his neighbour Mrs Singh's stiff door handle free of charge. He fitted a new handle using his amateur carpentry skills. The handle was poorly fitted; it came loose while Mrs Singh was using it and she fell and injured her wrist. Mrs Singh sued Mr Patel in negligence, claiming he should have met the standard of a professional carpenter. Which of the following correctly states the applicable standard of care for a gratuitous helper who is not a professional?

(A) A gratuitous helper owes no duty of care whatsoever; by rendering assistance without payment, the helper is immune from negligence liability.

(B) A gratuitous helper must meet the standard of care of a fully qualified professional performing the same task, regardless of his actual qualifications.

(C) A gratuitous helper who undertakes a task above his skill level is automatically liable for any resulting harm without proof of negligence.

(D) A gratuitous helper is not held to the standard of a professional but must exercise the care that a reasonable person performing that particular task would take; as established in *Wells v Cooper*, the standard is that of a reasonably competent amateur performing carpentry, not a professional tradesperson; if Mr Patel met that standard, he is not liable.

Q11. Dr Kapoor, a paediatrician, failed to attend a deteriorating patient, Baby Rohan, despite being called three times by nursing staff. Baby Rohan suffered a cardiac arrest and brain damage. Dr Kapoor argued that even if he had attended, he would not have intubated the child, and that a responsible body of medical opinion would have agreed with that decision. The claimants argued that intubation would have prevented the arrest. Which of the following most accurately reflects the *Bolitho v City and Hackney Health Authority* [1997] modification to causation in medical negligence?

(A) Even where breach of duty is proved, the causation inquiry requires the court to be satisfied that the defendant's hypothetical compliant conduct would actually have prevented the harm; if a responsible body of medical opinion would have supported the defendant's decision not to intubate, causation fails because the breach did not cause the injury.

(B) Once a breach of duty is established, causation is automatically presumed in all medical negligence cases; the defendant cannot raise the hypothetical conduct argument.

(C) The *Bolitho* modification applies only to cases involving surgical procedures; for non-attendance cases, the but-for test applies without modification.

(D) Causation is established merely by proving that the defendant was present when the harm occurred; the hypothetical conduct enquiry is irrelevant.

Q12. Sunita, a senior social worker employed by a local authority, suffered a psychiatric breakdown due to an excessive workload. After her first breakdown, she returned to work on the employer's assurance that her workload would be reduced and support provided. The employer failed to reduce the workload or provide the promised assistance. Sunita suffered a second, more severe breakdown. She sued the employer for the second breakdown. Which of the following correctly states an employer's duty of care to employees at risk of psychiatric harm from occupational stress?

(A) Employers are not liable for psychiatric illness caused by work-related stress; only physical injuries are actionable in the employment context.

(B) An employer who knows, from a previous breakdown, that an employee is at particular risk of psychiatric harm from overwork owes a duty of care to that employee; permitting a second breakdown after failing to honour assurances of support and workload reduction constitutes a breach of that duty, and the employer is liable for the psychiatric illness following the foreseeable second breakdown, as established in *Walker v Northumberland County Council* [1995].

(C) An employer's duty regarding psychiatric harm arises only where the employee has given written notice of stress and the employer has expressly acknowledged the risk.

(D) Liability for occupational psychiatric harm can only be established by proving that the employer intended to cause distress to the employee.

Q13. A shopping mall opened its doors to the public every day between 10 a.m. and 9 p.m. Kumar entered the mall at 8 a.m. before it opened, having squeezed through a partially open delivery bay. He slipped on a wet floor in the service corridor and was injured. Separately, Ms Latha entered through the main entrance at noon during opening hours and slipped on the same type of wet floor in the shopping area. Which of the following correctly distinguishes the duty of care owed to Kumar and Ms Latha respectively under occupiers' liability law?

(A) Both Kumar and Ms Latha are owed the same duty of care as lawful visitors; occupiers' liability law makes no distinction between those who enter with and without permission.

(B) Kumar, as a trespasser, is owed no duty of care whatsoever under any circumstances.

(C) Ms Latha, having entered during opening hours through the main entrance, is a lawful visitor owed the common duty of care under the Occupiers Liability Act; Kumar, having entered through an unauthorised route before opening time, is a trespasser owed only the lower duty of common humanity or reasonable care as recognised in *British Railways Board v Herrington* [1972].

(D) Kumar and Ms Latha are both trespassers because neither had individually obtained written permission to be in the service corridor.

Q14. The Sharma family's house had large south-facing windows that had received daylight without interruption for 28 years. A property developer, BuildRight Ltd, constructed a tall building on the adjoining plot that substantially blocked light to the Sharma family's windows, making the interior dark and unsuitable for its normal use. The Sharmas sued BuildRight Ltd in private nuisance for interference with their right to light. BuildRight argued it had planning permission for the new building. Which of the following correctly states the legal position regarding the right to light as an easement and interference with it?

(A) Planning permission for a new building operates as a complete defence to a claim for interference with the right to light; the grant of planning permission extinguishes any private nuisance claim.

(B) The right to light can only be acquired by express grant in writing; long use of daylight through windows does not create any legal right.

(C) A right to light cannot be enforced by injunction; only nominal damages are available for interference with ancient lights.

(D) Where windows have received daylight as of right for 20 uninterrupted years, the owner acquires an easement of light (ancient lights); substantial interference by a new adjoining structure with that easement constitutes a private nuisance; the planning permission does not extinguish the private law right, and the Sharmas may seek an injunction or damages as established in *Colls v Home and Colonial Stores Ltd* [1904].

Q15. Mrs Fernandez stayed at the Grand Heritage Hotel. She handed her jewellery bag to the hotel reception for safekeeping, and the hotel issued her a receipt. The following morning the bag was missing. Investigation revealed that neither the hotel staff nor any guest had been negligent; the disappearance could not be explained. Mrs Fernandez claimed compensation from the hotel. The hotel argued it was not negligent and should not be liable. Which of the following correctly states the common law strict liability of an innkeeper for a guest's goods?

(A) At common law, an innkeeper is strictly liable for the loss of a guest's goods brought to the inn, regardless of fault and even in the absence of any negligence; this is one of the surviving categories of strict liability for property, subject only to statutory limitations on the amount.

(B) An innkeeper's liability is no different from that of an ordinary bailee; liability arises only upon proof of negligence.

(C) An innkeeper is liable for loss of goods only if the guest can identify a specific member of staff responsible for the loss.

(D) Innkeeper liability for loss of goods is governed exclusively by the Indian Contract Act; common law strict liability has no application in India.

Q16. Nexus Ltd, a rival firm, persuaded StarTech Ltd's key supplier to breach its supply contract with StarTech by threatening the supplier with groundless litigation unless it terminated deliveries to StarTech. The supplier, fearing the cost of litigation, stopped supplying StarTech, causing StarTech substantial economic loss. StarTech sued Nexus Ltd. Which of the following correctly identifies the economic tort committed by Nexus Ltd?

(A) Nexus Ltd has committed the tort of deceit because it made false representations about its intention to litigate.

(B) Nexus Ltd has committed the tort of unlawful interference with trade; as confirmed in *OBG Ltd v Allan* [2007], this tort is established where the defendant, by unlawful means independently actionable against the third party (such as an unlawful threat), intentionally causes the third party to act in a way that inflicts economic loss on the claimant.

(C) StarTech's only remedy lies against the supplier for breach of contract; no independent tort claim lies against Nexus Ltd.

(D) The tort of inducing breach of contract is the only available cause of action; unlawful interference with trade is not a recognised independent tort.

Q17. A national broadsheet newspaper published an article stating that Mr Bose "had been seen spending lavishly at casinos and hosting parties funded by client money." Mr Bose was a senior financial advisor. The same statement had earlier appeared in a comedy satirical magazine in a fictional column clearly labelled as entertainment. Mr Bose sued the broadsheet but not the satirical magazine. The broadsheet argued both publications carried the same words and the outcome should be the same. Which of the following correctly states how context affects the question of whether a statement is defamatory?

(A) Whether a statement is defamatory is determined solely by the literal words used; the publication's context, tone, and surrounding material are legally irrelevant.

(B) A statement once found to be defamatory in one publication is automatically defamatory in all other publications of the same words.

(C) Whether a statement is defamatory depends on how right-thinking members of society, with knowledge of the full publication context, would understand the words; the same statement may be defamatory when published in a serious journalism context but merely satirical when clearly presented as fictional entertainment, making the context material to liability.

(D) Courts determine whether a statement is defamatory based on the defendant's subjective intent; if the defendant intended satire, no defamation arises regardless of the reader's understanding.

Q18. Harsh sent a sealed letter to his former business partner, Dinesh, accusing him of fraud and dishonesty. The letter was addressed and delivered solely to Dinesh; no third party read its contents. Dinesh wished to sue Harsh for defamation. Which of the following correctly states whether the communication from Harsh to Dinesh alone constitutes the tort of defamation?

(A) Communication of a defamatory statement to the plaintiff alone is sufficient for an action in defamation; the plaintiff need not prove that a third party read the statement.

(B) Defamation is committed where the statement is communicated to the plaintiff in writing; oral communication to a third party is required for slander but not for libel.

(C) Defamation is established once the defendant commits the statement to writing, regardless of whether anyone reads it.

(D) Defamation requires publication to at least one person other than the plaintiff; a statement communicated only to the plaintiff herself, with no third-party reader, does not constitute publication and Dinesh's defamation claim must fail, as confirmed in *Pullman v Walter Hill & Co* [1891].

Q19. During a competitive rugby match, player Rajan tackled opponent Shyam with excessive force, going well beyond what is normally permitted under the rules of the game and causing Shyam a fractured collarbone. Rajan argued that by participating in a contact sport, Shyam had consented to all physical contact on the field. Which of the following correctly states the principle of implied consent as a defence to battery in the context of sport?

(A) Participants in a contact sport impliedly consent only to physical contact within the rules and reasonable conventions of play; a tackle that falls outside what participants would reasonably consent to – particularly one inflicted with excessive force going well beyond the rules – may constitute battery and is not covered by the implied consent defence.

(B) Participation in any contact sport constitutes blanket consent to all physical contact, however severe, for the duration of the game.

(C) Implied consent in sport is a complete defence only where the contact resulted from a genuine accident rather than an intentional act.

(D) A player who suffers injury during a sports fixture has no actionable claim in battery; the exclusive remedy is through the sport's internal disciplinary body.

Q20. Inspector Rajan stopped Mr Verma on the street, detained him for four hours without informing him of any reason, and questioned him about a robbery in the area. Inspector Rajan did not have a warrant, had no reasonable grounds to suspect Mr Verma, and never formally arrested him. Mr Verma later sued Inspector Rajan for false imprisonment. Inspector Rajan argued that the police have a general right to detain and question persons for the purpose of investigation. Which of the following correctly states the law on police powers of detention and the tort of false imprisonment?

(A) Police officers have a general power to detain and question any person for investigative purposes; such detention is lawful and does not constitute false imprisonment.

(B) Detention by the police without lawful authority, such as a valid arrest on reasonable grounds with the reason communicated to the detainee, constitutes false imprisonment; Inspector Rajan's four-hour detention of Mr Verma without lawful basis is actionable as false imprisonment, consistent with the principle in *Christie v Leachinsky* [1947].

(C) False imprisonment by a police officer is only actionable if the detention lasted more than 24 hours.

(D) A person detained by the police acquires no cause of action in false imprisonment because the police act in the public interest and are immune from civil suits for investigative decisions.

Q21. Anita, a sales representative employed by MediSupply Ltd, was instructed by her manager to drive her own car to a client's premises to deliver product samples. While driving to the client, Anita collided with a cyclist due to her negligent driving. The cyclist sued MediSupply Ltd vicariously. MediSupply Ltd argued that Anita was driving her own vehicle and was therefore not acting as the company's employee for the purposes of vicarious liability. Which of the following correctly states the law on vicarious liability where an employee uses their own vehicle to perform an employer's business?

(A) An employer can never be vicariously liable for accidents caused by an employee driving their own vehicle; liability in such cases rests exclusively with the employee.

(B) An employer is vicariously liable for an employee's driving only where the employer owns the vehicle or has expressly insured it.

(C) Where an employer instructs or authorises an employee to use their own vehicle to carry out a business duty, the employer may be vicariously liable for negligent driving on that authorised journey; the fact that the vehicle belongs to the employee does not prevent vicarious liability where the journey was directed by the employer, as recognised in *Rambarran v Gurrucharran* [1970].

(D) Vicarious liability for employee driving arises only when the employer has given the employee a travel allowance or reimbursement for fuel expenses.

Q22. Mr Roy privately engaged Dr Menon, a specialist surgeon, directly and paid Dr Menon's fees himself. The operation took place at City Hospital, which provided the operating theatre and nursing staff. Dr Menon was not employed by or under any service contract with City Hospital; he had simply been granted operating privileges. Dr Menon's negligence during the surgery caused Mr Roy harm. Mr Roy sued City Hospital vicariously for Dr Menon's negligence. Which of the following most accurately states City Hospital's vicarious liability for Dr Menon's negligence in these circumstances?

(A) City Hospital is vicariously liable for all surgeons who operate within its premises, regardless of the employment relationship.

(B) City Hospital is vicariously liable because it provided the facilities and nursing support, making it a joint employer.

(C) City Hospital is vicariously liable because granting operating privileges to a surgeon is equivalent to employing that surgeon.

(D) City Hospital is not vicariously liable for Dr Menon's negligence; Dr Menon was engaged privately by Mr Roy under a direct arrangement and was not a servant or agent of the hospital for the purposes of that operation; the hospital's vicarious liability extends only to those working under its control and direction.

Q23. Kavita, a car dealer, purchased a second-hand car from a seller who had no title to it, believing in good faith and after reasonable checks that the seller was the legitimate owner. Unknown to Kavita, the car had been stolen. Kavita sold the car to a third-party buyer. The true owner traced the car and sued Kavita for conversion. Kavita argued she had acted in good faith throughout and had no knowledge that the car was stolen. Which of the following correctly states the relevance of good faith and absence of knowledge in the tort of conversion?

(A) Good faith and absence of knowledge that goods belong to another is no defence to the tort of conversion; conversion is a tort of strict liability and any dealing inconsistent with the owner's title, however innocent, gives rise to liability, as established in *Hollins v Fowler* [1875].

(B) An innocent purchaser for value without notice acquires a good title and is therefore not liable in conversion.

(C) The tort of conversion requires proof of deliberate wrongdoing; an innocent dealer acting in good faith cannot be liable.

(D) Good faith is a complete defence to conversion if the converter had no actual knowledge of the owner's title.

Q24. AdvocaatBrands Ltd had for many years produced and sold "Dutch Advocaat," a traditional egg-and-spirit liqueur made to an authentic Dutch recipe and recognised by consumers as a quality product with distinct characteristics. CheapDrinks Ltd began marketing a cheaper, inferior product called "Egg Flip Advocaat" that did not conform to the traditional recipe and was not associated with the quality characteristics of genuine Advocaat. AdvocaatBrands and other genuine producers sued CheapDrinks Ltd. Which of the following correctly states the principle of extended passing off as applied in *Erven Warnink BV v J Townend and Sons (Hull) Ltd* [1979]?

(A) Passing off protects only individual traders; it cannot protect a class of producers sharing a common product name or distinctive quality.

(B) Extended passing off may protect a class of traders whose products share a distinctive quality or geographical origin where a defendant misrepresents its inferior goods as having the same quality characteristics; in *Warnink v Townend*, the House of Lords held that a class of genuine Advocaat producers could maintain a passing off action against a trader marketing inferior "Advocaat" products, as this misrepresented the quality association.

(C) CheapDrinks Ltd may use the name "Advocaat" freely because it is a generic product name that cannot be appropriated by any individual trader.

(D) Passing off requires proof of actual diversion of customers from the claimant to the defendant; a quality-based misrepresentation without proof of lost customers is insufficient.

Q25. A trade union, acting through its official Mr Datta, threatened British Overseas Airways Corporation (BOAC) with an unlawful strike in breach of the union members' employment contracts unless BOAC dismissed Rookes, a non-union employee. BOAC, fearing the unlawful industrial action, complied and dismissed Rookes. Rookes sued Mr Datta and the union. Which of the following correctly states the tort of three-party intimidation as established in *Rookes v Barnard* [1964]?

(A) A threat to take strike action, even if the strike would be a breach of contract, cannot ground any tortious liability; industrial action is protected from civil liability in all circumstances.

(B) Three-party intimidation requires that the unlawful threat be directed at the plaintiff directly; a threat directed at a third party cannot ground this tort.

(C) The tort of three-party intimidation is established where the defendant makes a threat of unlawful action against a third party (here, BOAC) to coerce that third party to act to the plaintiff's detriment; the plaintiff (Rookes) has an action against the defendant (Mr Datta and union) even though the unlawful threat was directed at the third party (BOAC), as confirmed in *Rookes v Barnard* [1964].

(D) Intimidation in the employment context is actionable only by the employer who was directly threatened, not by the employee ultimately dismissed.

Q26. Arjun suffered personal injuries in an accident caused by the combined negligence of both Driver X and Driver Y. Arjun sued Driver X only and obtained a full judgment. Driver X paid the entire judgment sum. Driver X now wishes to recover contribution from Driver Y for Driver Y's share of the fault. Driver Y argues that since the victim has already been satisfied and Arjun has not sued Driver Y, there is no basis for Driver X's claim. Which of the following correctly states the right of a tortfeasor to claim contribution from a co-tortfeasor?

(A) A tortfeasor who has paid a judgment in full cannot recover any contribution from a co-tortfeasor; the right of contribution is available only where both are named defendants in the same suit.

(B) Contribution between tortfeasors is only available before judgment; once the plaintiff's judgment has been satisfied, all contribution rights are extinguished.

(C) A tortfeasor may claim contribution only where both co-tortfeasors are equally at fault; apportioned contribution for unequal blame is not permitted.

(D) A tortfeasor who pays more than their equitable share may bring contribution proceedings against co-tortfeasors; contribution may be sought even after the plaintiff's judgment has been satisfied; the apportionment is made according to the parties' respective degrees of fault, as governed by contribution principles applicable under civil liability legislation.

Q27. Officers of a state government's revenue department, acting on personal animosity, unlawfully demolished the lawfully constructed business premises of Mr Naidu without any authority under law, knowing they had no legal power to do so. Mr Naidu suffered both property loss and business disruption. He sued for damages in tort. The court found the officers had acted oppressively, arbitrarily, and in abuse of their governmental authority. Which of the following correctly states the category of exemplary damages available in such circumstances as identified in *Rookes v Barnard* [1964]?

(A) Exemplary damages are available where government servants or officials act in an oppressive, arbitrary, or unconstitutional manner going beyond what the law permits; this is the first category recognised in *Rookes v Barnard* [1964], designed to mark the court's disapproval of abuse of public power, and Mr Naidu may receive such an award.

(B) Exemplary damages are never available against government officials; constitutional remedies are the only mechanism to address governmental abuse of power.

(C) Exemplary damages are available only where the defendant's conduct was calculated to make a profit exceeding the compensation payable; governmental oppression without a profit motive does not attract exemplary damages.

(D) Exemplary damages may only be awarded by a constitutional court in writ proceedings; civil tort courts have no jurisdiction to award exemplary damages against state officials.

Q28. MediaCorp Ltd deliberately broadcast a popular singer's copyrighted performance without licence, knowing it lacked permission. MediaCorp earned advertising revenue of Rs. 50 lakhs from the broadcast. The singer's actual financial loss from the unauthorised broadcast was assessed at only Rs. 8 lakhs, as she suffered minimal direct income reduction. She sought to recover MediaCorp's entire profit of Rs. 50 lakhs. Which of the following correctly states the availability of an account of profits as a remedy in tort?

(A) Tort remedies are exclusively compensatory; the court may only award the claimant's actual proven loss of Rs. 8 lakhs; the defendant's gain is legally irrelevant.

(B) Where a defendant commits a deliberate tort and profits from it, the court may award gain-based relief in the form of an account of profits; this remedy is particularly appropriate where the tortfeasor's gain exceeds the plaintiff's measurable loss, and it deters deliberate wrongdoing; the singer may be awarded MediaCorp's profits of Rs. 50 lakhs.

(C) An account of profits is available only in equity and only in passing off or breach of confidence cases; it cannot be awarded in tort.

(D) The court may award additional damages beyond the claimant's loss only where the defendant's conduct amounted to a criminal offence; civil tort courts have no power to strip profits.

Q29. A renowned museum's rare 16th-century manuscript was wrongfully converted by an art dealer who refused to return it and offered only monetary compensation, arguing that damages were the appropriate remedy for conversion. The museum valued the manuscript as irreplaceable and sought a court order for return of the specific item. Which of the following correctly states the availability of specific restitution of a chattel as a remedy for conversion?

(A) Damages representing the market value of the converted chattel at the time of conversion are the only remedy in the tort of conversion; courts have no power to order the return of specific goods.

(B) Specific restitution is available as of right in all cases of conversion; the defendant has no option to retain the goods and pay damages.

(C) Courts may order specific delivery up of a chattel that has been wrongfully converted, particularly where the chattel has unique, irreplaceable, or special sentimental or cultural value that cannot be adequately compensated in money; where damages are an inadequate remedy, the court may in its discretion order the return of the specific manuscript.

(D) Courts order specific return of chattels only in cases involving land or documents of title; personal moveable property such as manuscripts is always remedied only in damages.

Q30. ChemTech Ltd stored large quantities of toxic industrial solvents in storage tanks on its factory premises located near a residential neighbourhood. A tank seal failed, causing the solvents to seep through the ground into the adjacent residential plots, contaminating water wells and causing illness. ChemTech Ltd had not been negligent in maintaining the tanks; the seal failed due to an undetectable material defect. ChemTech argued it had exercised all reasonable care and should not be liable. Which of the following correctly states ChemTech's liability?

(A) ChemTech is not liable because it exercised all reasonable care; negligence is required for liability for escape of substances from industrial premises.

(B) ChemTech is liable only if the residents can show that ChemTech's employees were actually aware of the specific defect in the seal.

(C) ChemTech is liable only under statutory environmental legislation; the common law rule in *Rylands v Fletcher* does not extend to toxic chemicals.

(D) The storage of toxic industrial solvents in large quantities beyond ordinary domestic use on land constitutes non-natural use; the escape of such noxious substances to adjoining land causing damage attracts strict liability under the rule in *Rylands v Fletcher*, regardless of the absence of negligence; ChemTech is liable to the affected residents.

Q31. Mr Rao kept a pet Labrador dog on his farm. On one occasion, the dog slipped through a gap in the fence and attacked and killed three of his neighbour's sheep. There was no prior history of the dog attacking livestock or showing any dangerous propensity. The neighbour sued Mr Rao for the loss of his sheep. Mr Rao argued he should not be liable because the dog had never attacked animals before and he had no reason to expect it would. Which of the following correctly states the law regarding a dog owner's liability for attacks on livestock?

(A) The keeper of a dog that kills or injures livestock is strictly liable for that damage; it is not necessary to prove that the keeper had prior knowledge of the dog's propensity to attack livestock; Mr Rao is liable to his neighbour for the loss of the sheep.

(B) A dog owner is liable for livestock attacks only if the owner had prior warning that the dog had previously attacked animals of that type.

(C) A dog owner is liable for attacks on livestock only if the attack occurred because of the owner's failure to fence or contain the animal properly; the strict liability rule does not apply where there is evidence of a physical barrier that failed.

(D) Liability for dog attacks on livestock requires proof of negligence in keeping or controlling the animal; strict liability does not apply to domestic pets.

Q32. Sundar, a chartered accountant, prepared and certified the audited accounts of Apex Ltd. He knew that the accounts would be shown to potential investors in Apex Ltd to raise funds. Relying on the audited accounts, Nisha invested Rs. 20 lakhs in Apex Ltd. The accounts were negligently prepared and overstated the company's assets. Apex Ltd failed and Nisha lost her investment. Nisha sued Sundar for economic loss caused by the negligent misstatement. Which of the following correctly identifies the conditions under which a duty of care for negligent misstatement arises?

(A) No duty of care arises for purely economic loss caused by a misstatement; Nisha's claim must fail because she suffered only financial and not physical loss.

(B) A duty of care for negligent misstatement arises under the *Hedley Byrne* principle where: (i) the defendant possesses special skill or knowledge; (ii) the defendant knows or ought to know that the claimant will rely on the statement; (iii) the claimant does reasonably rely on it; and (iv) it is just and reasonable to impose a duty; Sundar, knowing the accounts would be used by investors, owed a duty to Nisha and is liable for her economic loss.

(C) Liability for negligent misstatement arises only where there is a contractual relationship between the defendant and the claimant; Nisha's non-contractual claim against the auditor must fail.

(D) A duty of care for negligent misstatement is established merely by proof that the defendant made a false statement; no special relationship or knowledge of reliance is required.

Q33. The Daily Gazette published a contemporaneous and accurate report of criminal proceedings conducted in open court, including statements made by witnesses during examination. The report faithfully reproduced what was said in the open court session. One of the witnesses named in the published report sued the newspaper for defamation on the ground that the published statements were defamatory to her. The newspaper relied on a privilege defence. Which of the following correctly identifies the defence available for accurate reporting of open judicial proceedings?

(A) No privilege applies to press reporting of court proceedings; the newspaper must establish a substantive defence such as justification (truth) for every statement it publishes.

(B) Fair and accurate reporting of judicial proceedings is protected by qualified privilege only; it can be defeated by proof of malice on the part of the newspaper.

(C) A contemporaneous, fair, and accurate report of open public judicial proceedings is protected by absolute privilege (or its statutory equivalent); this privilege enables the press to report court proceedings freely; the privilege is lost only if the report is inaccurate or partial, neither of which applies to the Daily Gazette's report.

(D) The newspaper is protected only if it obtained prior written consent from all persons named in the proceedings before publishing the report.

Q34. A road accident occurred in Jaipur, Rajasthan. The victim, a resident of Pune, Maharashtra, was critically injured. The vehicle at fault was registered to a company headquartered in Mumbai, Maharashtra. The victim's family, residing in Pune, wishes to file a compensation claim under the Motor Vehicles Act 1988. They are uncertain whether to approach the MACT in Jaipur, Pune, or Mumbai. Which of the following correctly states the territorial jurisdiction available to a claimant when filing a claim before a Motor Accidents Claims Tribunal under Section 166(2) of the Motor Vehicles Act 1988?

(A) A claimant under the Motor Vehicles Act 1988 must file exclusively before the MACT in the district where the accident occurred; no other MACT has jurisdiction.

(B) Jurisdiction under the Motor Vehicles Act 1988 vests only in the MACT of the state where the offending vehicle is registered.

(C) Jurisdiction under the Motor Vehicles Act 1988 vests only where the defendant's insurer has its registered office.

(D) Under Section 166(2) of the Motor Vehicles Act 1988, the claimant may choose to file before the MACT at: (i) the place where the accident occurred (Jaipur); (ii) the claimant's place of residence (Pune); or (iii) the place where the defendant resides or has its principal place of business (Mumbai); the claimant has a choice of forum among these three options.

Q35. Ramesh was fatally knocked down by a vehicle that fled the scene. Despite a police investigation, neither the vehicle nor its owner could be traced. Ramesh's dependants approached a lawyer to claim compensation. The lawyer advised them that since the offending vehicle was untraced, they had no legal remedy for Ramesh's death. Which of the following correctly states the remedy available where the offending vehicle in a fatal accident is untraced?

(A) Where the offending vehicle is untraced in a fatal hit-and-run accident, a fixed solatium is payable from the Solatium Fund established under the Motor Vehicles Act 1988; no proof of negligence against any specific person is required; the claim is non-adversarial and the lawyer's advice that there is no remedy is incorrect.

(B) No compensation is available where the offending vehicle is unidentified; the Motor Vehicles Act 1988 provides remedies only against identified and insured vehicles.

(C) Dependants of a hit-and-run victim must file a civil suit in the ordinary civil court to claim compensation; MACT jurisdiction is unavailable where the defendant is unknown.

(D) Compensation from the Solatium Fund is available only where the victim was a pedestrian; claims by vehicle occupants are excluded from the fund.

Q36. QuickFix Ltd, an electronics repair service provider, included in its standard service agreement a clause stating: "QuickFix Ltd shall not be liable for any damage, loss, or deficiency in service howsoever arising, including negligence or breach of statutory duty." A consumer, Mr Mehta, paid QuickFix Ltd to repair his laptop. QuickFix's technician negligently damaged the laptop's motherboard during repair. Mr Mehta sought compensation. QuickFix Ltd relied on its exclusion clause. Which of the following correctly states the legal position regarding exclusion clauses in consumer contracts under the Consumer Protection Act 2019?

(A) Exclusion clauses in service agreements are legally binding on consumers who have signed or accepted the terms; Mr Mehta is bound by the exclusion clause and cannot recover.

(B) Exemption clauses in consumer contracts that purport to exclude liability for negligence, breach of statutory duty, or deficiency in service may be struck down as unfair trade practices or unfair contract terms under the Consumer Protection Act 2019; such clauses that operate to the detriment of consumers contrary to good faith are not enforceable against the consumer.

(C) The Consumer Protection Act 2019 has no application to service contracts; it covers only the sale of goods.

(D) Exclusion clauses are valid in consumer contracts provided they are brought to the consumer's attention before the contract is made.

Q37. The residents of a housing society experienced chronic low voltage supply and frequent unscheduled power outages caused by the sole government-owned electricity distribution company in their area. The residents filed a complaint before the District Consumer Disputes Redressal Commission against the electricity board for deficiency in service. The electricity board argued that as a government-owned monopoly providing an essential public service, it was not subject to the Consumer Protection Act 2019. Which of the following correctly states whether government-owned service providers are subject to the Consumer Protection Act 2019?

(A) Government-owned utilities and monopoly service providers are expressly exempt from the Consumer Protection Act 2019 because they do not operate for profit.

(B) The Consumer Protection Act 2019 applies only to private sector service providers; public sector entities and government-owned organisations cannot be sued before Consumer Commissions.

(C) Government-owned monopoly service providers, including electricity boards, water utilities, and similar entities that provide services to consumers, are subject to the Consumer Protection Act 2019; a consumer may file a complaint for deficiency in service against such entities before the appropriate Consumer Commission, regardless of their public ownership or monopoly status.

(D) Consumer commissions cannot adjudicate complaints against electricity boards because power supply is governed exclusively by the Electricity Act 2003, which overrides the Consumer Protection Act 2019.

Q38. Arun suffered severe burns when, on the same evening, two separate factories – Factory X and Factory Y – each discharged inflammable gas independently into the air near his house. Neither discharge alone was sufficient to cause combustion; both together caused an explosion that injured Arun. Both factories had acted in breach of their respective duties of care. Factory X and Factory Y each argued they should not be jointly and severally liable because the harm was caused by the combination of their acts, and each should only pay for their separate contribution.

Which of the following correctly states the liability position where two defendants each independently contribute to an indivisible harm?

(A) Where two defendants each cause separate and identifiable portions of harm, each is liable only for its own distinct portion; joint and several liability does not arise.

(B) Where the combined conduct of two defendants causes an indivisible harm, only the defendant whose contribution was the larger proximate cause is liable; the minor contributor escapes.

(C) Where both defendants each contribute to causing an indivisible harm through independent breaches of duty, both are jointly and severally liable to the plaintiff; between themselves, their contributions are apportioned according to their respective degrees of fault or blameworthiness, but the plaintiff may recover the full amount from either defendant.

(D) Joint and several liability arises only where both defendants acted in concert with a common purpose; independent negligence by separate defendants gives rise only to several liability in proportion to their individual contributions.

Q39. A small neighbourhood bakery installed a commercial ventilation fan that produced a continuous low-level hum audible in the adjoining residential flat. The noise caused mild annoyance to the flat owner, Mr Kapoor, but did not affect his health or significantly disrupt his use of the flat. The interference was not substantial enough to affect the flat's rental value. Mr Kapoor sought a permanent injunction to shut down the fan. The bakery argued that damages were a more appropriate remedy. Which of the following correctly sets out the *Shelfer v City of London Electric Lighting Co* [1895] criteria for awarding damages in lieu of an injunction in a nuisance case?

(A) Under the *Shelfer* criteria, a court will award damages in lieu of an injunction where: (i) the injury to the plaintiff's legal right is small; (ii) the damage is capable of being estimated in money; (iii) it can be adequately compensated by a small payment; and (iv) it would be oppressive to the defendant to grant an injunction; all four conditions are typically required, and on the facts, damages may be more appropriate than an injunction for Mr Kapoor.

(B) An injunction must always be granted where a private nuisance is established; courts have no discretion to award damages in lieu of an injunction.

(C) Damages in lieu of an injunction are available only where the defendant's activity serves a substantial public benefit; private commercial benefit does not qualify.

(D) The *Shelfer* criteria are no longer good law; courts now always prefer the remedy of damages over injunctions in nuisance cases.

Q40. Officers of a government revenue authority seized business documents and electronic equipment from the office of Priya Traders, purportedly acting under a search and seizure warrant. It was later established that the warrant was legally void because it had been issued by an authority without the jurisdiction to issue such warrants. Priya Traders sued the revenue officers for trespass to goods. The officers argued that they had acted in good faith under what they believed to be a valid warrant. Which of the following correctly states the legal position where goods are seized under an invalid warrant?

(A) Officers acting in good faith under a warrant that turns out to be void are protected from liability in trespass; good faith reliance on apparent legal authority is a complete defence.

(B) Goods seized by authorities under an invalid, void, or jurisdiction-deficient warrant are seized without lawful authority; such seizure constitutes trespass to goods; the defendant cannot rely on a purported authority that is not legally valid, and good faith does not excuse the absence of lawful authority.

(C) Trespass to goods by government officers is not actionable in tort; the exclusive remedy is a constitutional challenge to the warrant.

(D) A claimant whose goods are seized under an invalid warrant may recover only the monetary value of the goods; there is no separate action in trespass.

Detailed Solutions

Q1.

Solution

Concept — Deceit/Fraud: Five Essential Elements (*Derry v Peek* [1889]): The House of Lords in *Derry v Peek* [1889] laid down that fraud consists of a false representation made: (i) knowingly, or (ii) without belief in its truth, or (iii) recklessly as to whether it be true or false. The five elements for the tort of deceit are: a false representation of fact; made knowingly or recklessly as to its truth; with intention that the plaintiff act upon it; that the plaintiff did so act; and that the plaintiff suffered damage.

Analysis: Mr Verma made a false statement about a government contract, knowing it was untrue, intending Ramona to invest, she did invest in reliance on it, and she lost her money. All five elements are present. Option C precisely captures all five requirements of *Derry v Peek*.

Why other options are wrong:

- **Option A:** Deceit requires a knowing or reckless misstatement, not mere negligence; "embarrassment" is not a recognised head of damage for deceit.
- **Option B:** A statement of opinion, made with good intentions, cannot ground deceit; the tort requires a false statement of fact made with dishonest intent.
- **Option D:** The Hedley Byrne "special relationship" framework applies to negligent misstatement, not to the tort of deceit; the elements of deceit are distinct.

Final Answer: All five elements of deceit under *Derry v Peek* are made out on the facts. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q1

Q2.

Solution

Concept — Deceit: Reliance and Inducement: A core element of the tort of deceit is that the plaintiff was actually induced by and relied upon the defendant's false representation. If the plaintiff would have acted in exactly the same way regardless of the false statement – because she relied on an independent source – the causal link between the misrepresentation and the loss is broken and the claim fails.

Analysis: Asha did not rely on Suresh's prospectus; her decision was driven by her financial advisor's independent recommendation. Since she would have invested the same way regardless of Suresh's statement, the element of inducement is absent. The claim for deceit must fail for want of actual reliance. Option D correctly identifies this principle.

Why other options are wrong:

- **Option A:** Actual reliance by the specific plaintiff is essential; a general fraudulent statement to the world does not automatically confer a cause of action on all recipients.
- **Option B:** Reliance is not presumed once a false statement is made; the plaintiff must prove actual inducement.
- **Option C:** It is not sufficient that the false statement played a minor role; where an independent source was the real reason for the plaintiff's decision, the required causal inducement is absent.

Final Answer: Asha was not induced by Suresh's statement; the deceit claim fails for want of reliance and inducement. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q2

Q3.

Solution

Concept — Consumer Protection Act 2019: Manufacturer's Duty to Recall Defective Goods: The Consumer Protection Act 2019 imposes affirmative obligations on manufacturers regarding product safety. Where a manufacturer knows that its goods contain a manufacturing defect posing a safety risk, it has a duty to notify consumers and initiate a recall. Continuing to sell goods known to be dangerously defective, and failing to recall them, constitutes an actionable wrong making the manufacturer liable for resulting harm.

Analysis: FunPlay Ltd had actual knowledge of the choking hazard. By continuing sales and taking no recall steps, it breached its affirmative duty under the Consumer Protection Act 2019 to protect consumers from known safety risks. Option A correctly states this duty.

Why other options are wrong:

- **Option B:** The obligation to recall arises from the manufacturer's knowledge of the defect, not only from a court order; waiting for a court order before acting is not the correct legal position.

- **Option C:** The Consumer Protection Act 2019 does impose product safety and recall obligations on manufacturers; the claim that it does not is incorrect.
- **Option D:** The Consumer Protection Act 2019 covers both manufacturing defects and design defects; excluding design defects from the Act's scope is incorrect.

Final Answer: A manufacturer with knowledge of a safety defect has an affirmative duty to recall; FunPlay Ltd is liable for failing to do so. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q3

Q4.

Solution

Concept — Consumer Protection Act 2019: Joint and Several Liability of Manufacturer and Seller: Under the Consumer Protection Act 2019, where both the manufacturer and the seller have contributed to a deficiency or defect causing harm to the consumer, the consumer is not required to proceed against only one of them. Their liability is joint and several, enabling the consumer to claim against either or both for the full amount of loss.

Analysis: Both SafeValve Ltd (component manufacturer) and HomeMart (seller) contributed to the defective product reaching Preeti. HomeMart's argument that it should bear no liability merely because it made no modification to the goods is inconsistent with the joint and several liability regime under the Consumer Protection Act 2019. Option B correctly states this position.

Why other options are wrong:

- **Option A:** The seller is not entirely shielded merely because it did not introduce the defect; the Act imposes joint liability on the supply chain.
- **Option C:** The Consumer Protection Act 2019 does not require sequential exhaustion of remedies; the consumer may proceed simultaneously or in any order.
- **Option D:** The seller's actual knowledge of the defect is not a condition for liability; the Act imposes liability regardless of the seller's awareness.

Final Answer: Manufacturer and seller are jointly and severally liable; Preeti may proceed against either or both. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q4

Q5.

Solution

Concept — Motor Vehicles Act 1988: Compensation for Permanent Total Disablement: Compensation for permanent total disablement under the Motor Vehicles Act 1988 is assessed using the multiplier method, which takes into account the victim's pre-accident income and age to calculate the loss of future earnings over the working life. A victim of permanent total disablement need not wait for maximum medical improvement before filing a claim; the MACT has jurisdiction to entertain claims for anticipated future earnings loss.

Analysis: Deepak's pre-accident income and age are the basis for the multiplier calculation. He may file his claim before the MACT immediately without waiting for maximum medical improvement, and his full income loss over the working period is recoverable. Option C correctly states the applicable principles.

Why other options are wrong:

- **Option A:** Compensation is not fixed at a statutory flat rate for disablement; the multiplier method based on individual income and age applies.
- **Option B:** There is no requirement to wait for maximum medical improvement; the MACT may entertain disablement claims promptly.
- **Option D:** Loss of future earnings is a well-recognised head of compensation for permanent total disablement; limiting recovery to medical expenses only is incorrect.

Final Answer: Permanent total disablement compensation is calculated on the multiplier method using pre-accident income and age; immediate filing before MACT is permissible. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q5

Q6.

Solution

Concept — Motor Vehicles Act 1988: Insurer's Liability to Third Parties (Section 149): Under Section 149 of the Motor Vehicles Act 1988, an insurer who has issued a policy of insurance cannot avoid liability to a third-party judgment creditor merely because the insured committed a breach of policy conditions or made a material misrepresentation. The insurer is obliged to satisfy the third-party award and must then recover from the insured for any breach of policy terms.

Analysis: SafeDrive may have grounds to void the policy vis-à-vis Mr Ghosh (the insured) for material misrepresentation. However, Section 149 prevents the insurer from using this ground to escape liability to the injured pedestrian. SafeDrive must pay the third party's claim and may thereafter seek recovery from Mr Ghosh. Option D correctly states the Section 149 position.

Why other options are wrong:

- **Option A:** Voiding the policy as against the insured does not relieve the insurer of third-party liability under Section 149; the insurer must satisfy third-party claims.
- **Option B:** An insurer may avoid a policy for material misrepresentation as between insurer and insured; the statement that it may never do so is incorrect.
- **Option C:** No prior court approval is required to assert policy avoidance grounds as between insurer and insured; the insurer may assert such grounds but must still pay the third party.

Final Answer: Section 149 requires the insurer to pay the third-party victim regardless of the insured's misrepresentation; the insurer may then recover from the insured. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q6

Q7.

Solution

Concept — Discharge of Tortious Liability by Judgment (Merger and Res Judicata): Once a final judgment is pronounced on a tortious cause of action, the cause of action merges in the judgment. The plaintiff cannot bring a second action against the same defendant on the same facts, even if they consider the damages inadequate. This principle of merger, reinforced by res judicata, ensures finality in litigation.

Analysis: Pradeep obtained a final judgment for battery against Rohit. The battery cause of action is now merged in that judgment. A second action on the same facts is barred. Pradeep's remedy, if he considered the amount inadequate, was to appeal the judgment, not to file a fresh suit. Option A correctly states the principle.

Why other options are wrong:

- **Option B:** There is no rule permitting a second action for additional compensation once a final judgment has been given on the same cause of action; merger is complete.

- **Option C:** Res judicata and merger apply equally to civil tortious claims; they are not limited to barring criminal proceedings.
- **Option D:** Res judicata applies regardless of whether the second action is brought before the same or a different court; the forum does not affect the merger of the cause of action.

Final Answer: A final judgment extinguishes the cause of action by merger; Pradeep cannot re-litigate the battery claim. ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q7

Q8.

Solution

Concept — Remoteness: Liability for Small but Foreseeable Risks (*Wagon Mound No 2* [1967]): In *Overseas Tankship (UK) Ltd v Miller Steamship Co (Wagon Mound No 2)* [1967], the Privy Council held that liability in negligence arises even for a small risk of damage, provided that risk was foreseeable and the defendant took no precaution against it when a reasonable person would have done so. The risk of fire from oil on water, though small, was foreseeable.

Analysis: The Privy Council distinguished *Wagon Mound No 1* (no liability because the risk was not reasonably foreseeable) from *Wagon Mound No 2* (liability because the risk, though small, was foreseeable and OceanFuel took no precaution). OceanFuel could easily have done something to prevent the risk and did nothing. Option B correctly captures the *Wagon Mound No 2* principle.

Why other options are wrong:

- **Option A:** *Wagon Mound No 2* expressly rejected this position; a foreseeable small risk for which no precaution was taken is actionable.
- **Option C:** Liability does not require high probability; a foreseeable but improbable risk is sufficient under *Wagon Mound No 2*.
- **Option D:** The foreseeability test from Wagon Mound applies to fire damage as much as any other damage; the Rylands rule is a separate head of liability but does not exclude the negligence foreseeability test.

Final Answer: A small but foreseeable risk for which no precaution was taken is sufficient to found liability under *Wagon Mound No 2*. ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q8

Q9.

Solution

Concept — Police Duty of Care to Members of the Public (*Hill v Chief Constable of West Yorkshire* [1989]): The House of Lords held in *Hill* that the police do not owe a general duty of care to individual members of the public in the conduct of criminal investigations. Public policy considerations – including the risk of creating a defensive culture in policing, the indeterminate class of potential victims, and the proper allocation of limited police resources – support immunity from negligence liability for routine investigative decisions.

Analysis: The victim's mother belonged to the general public at large, not an identifiable individual to whom the police had assumed a specific responsibility. Under *Hill*, the policy immunity applies. Option C correctly states the principle and its policy rationale.

Why other options are wrong:

- **Option A:** The class of potential victims of any serial offender is unacceptably wide; *Hill* rejects a general duty to every potentially affected member of the public.
- **Option B:** An assurance of protection to a specific individual may create an exceptional duty, but no such assurance was given in Hill; this is a narrow exception, not the general rule.
- **Option D:** Actual knowledge of a threat does not, without more, create a duty to an open-ended class of potential victims; the structural policy reasons remain relevant.

Final Answer: Under *Hill*, police owe no general duty of care to the public at large in the exercise of investigative functions. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q9

Q10.

Solution

Concept — Standard of Care for Gratuitous Helper (*Wells v Cooper* [1958]): In *Wells v Cooper*, the Court of Appeal held that a person who undertakes a task gratuitously is not held to the standard of a professional, but must exercise the care reasonably expected of a person with the skill and knowledge that they actually profess to have. An amateur performing carpentry is judged against the standard of a reasonably competent amateur, not a professional tradesperson.

Analysis: Mr Patel offered to help as an amateur. The standard is that of a reasonably competent amateur carpenter. If he met that standard, he is not liable even though a professional might have done better. He is not immune, but the yardstick is appropriately calibrated to his status. Option D correctly states this principle from *Wells v Cooper*.

Why other options are wrong:

- **Option A:** A gratuitous helper is not immune from negligence liability; the duty of care is owed but calibrated appropriately to the amateur standard.
- **Option B:** Requiring an amateur to meet the professional standard would be unduly onerous and is not the law as stated in *Wells v Cooper*.
- **Option C:** Strict liability without proof of negligence does not apply to gratuitous helpers; the test remains whether the helper met the standard of a reasonable amateur.

Final Answer: A gratuitous amateur is judged by the reasonable amateur standard, not the professional standard, per *Wells v Cooper*. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q10

Q11.

Solution

Concept — Bolitho Modification to Causation in Medical Negligence (*Bolitho v City and Hackney Health Authority* [1997]): The House of Lords in *Bolitho* held that even where a doctor's non-attendance is a breach of duty, causation requires that the court be satisfied that if the doctor had attended, the harm would actually have been prevented. If a responsible body of medical opinion would have supported the decision not to intubate even if the doctor had attended, causation fails because the breach did not cause the injury.

Analysis: Dr Kapoor's non-attendance was a breach. However, if on attendance she would not have intubated, and a responsible body of medical opinion supports that decision, the non-intubation cannot be attributed to the breach. The harm would have occurred regardless. Causation is therefore not established. Option A correctly captures this modification.

Why other options are wrong:

- **Option B:** Causation is not automatically presumed on proof of breach in medical negligence; the hypothetical conduct inquiry is essential under *Bolitho*.

- **Option C:** *Bolitho* is not confined to surgical procedures; it applies to any medical negligence case involving non-attendance and hypothetical compliant conduct.
- **Option D:** Presence at the relevant time is not the test; the court must examine what would have happened had the duty been complied with.

Final Answer: Under *Bolitho*, causation fails if responsible medical opinion would have supported non-intubation even on attendance; breach did not cause the harm. ⇒ A

Answer: (A) Go Back to Q11

Q12.

Solution

Concept — Employer's Duty of Care for Psychiatric Harm from Occupational Stress (*Walker v Northumberland County Council* [1995]): In *Walker v Northumberland County Council*, Colman J held that an employer who is aware, from a prior breakdown, that an employee is at particular risk of further psychiatric harm from overwork owes a duty to take reasonable steps to protect that employee. Permitting a second breakdown after giving assurances of support that were not honoured constitutes a breach of that duty.

Analysis: Sunita's employer knew of the first breakdown and gave assurances of support. By failing to deliver on those assurances and allowing a foreseeable second breakdown, the employer breached its duty of care for psychiatric harm. Option B correctly applies *Walker v Northumberland County Council*.

Why other options are wrong:

- **Option A:** Psychiatric illness caused by work-related stress is actionable where foreseeable; the restriction to physical injuries is incorrect.
- **Option C:** Written notice is not required for the duty to arise; prior knowledge of a breakdown and its work-related cause is sufficient.
- **Option D:** Intent to cause distress is not required; foreseeability of psychiatric harm from overwork is sufficient to trigger the duty.

Final Answer: An employer with knowledge of vulnerability from a prior breakdown is liable for a foreseeable second breakdown caused by its failure to honour support assurances. ⇒ B

Answer: (B) Go Back to Q12

Q13.

Solution

Concept — Occupiers' Liability: Lawful Visitor vs Trespasser: A lawful visitor has the occupier's express or implied permission to be on the premises and is owed the common duty of care under occupiers' liability legislation. A trespasser enters without permission and is owed only the lower duty of common humanity (reasonable care to avoid deliberate or reckless harm) as recognised in *British Railways Board v Herrington* [1972].

Analysis: Ms Latha entered through the main entrance during opening hours; she is a lawful visitor owed the common duty of care. Kumar squeezed through a delivery bay before opening time, with no permission; he is a trespasser owed only the lower Herrington duty. Option C correctly distinguishes the two positions.

Why other options are wrong:

- **Option A:** The distinction between visitors and trespassers is fundamental to occupiers' liability law; both are not owed the same standard.
- **Option B:** Trespassers are owed a duty of common humanity under *Herrington*; "no duty of care whatsoever" represents the outdated *Addie v Dumbreck* position that has been superseded.
- **Option D:** Ms Latha is plainly a lawful visitor; permission need not be written, and the mall's general opening to the public during business hours is sufficient express invitation.

Final Answer: Ms Latha (lawful visitor) is owed the common duty of care; Kumar (trespasser) is owed only the lower Herrington duty. $\Rightarrow \boxed{C}$

$\boxed{\text{Answer: (C)}}$ Go Back to Q13

Q14.

Solution

Concept — Right to Light (Ancient Lights) and Private Nuisance (*Colls v Home and Colonial Stores* [1904]): An owner whose windows have received daylight as of right for 20 uninterrupted years acquires a prescriptive easement of light (ancient lights) under the Prescription Act 1832 (and corresponding principles). Substantial interference by a new adjoining structure with the light actually enjoyed constitutes a private nuisance. The grant of planning permission does not extinguish the private law right to light.

Analysis: The Sharmas' windows received uninterrupted daylight for 28 years, well beyond the 20-year threshold. BuildRight's building substantially blocked that light. The planning permission granted by the public authority has no effect on the private law easement. The Sharmas may claim injunction or damages. Option D correctly states the legal position.

Why other options are wrong:

- **Option A:** Planning permission operates in public law; it does not override or extinguish a private law easement of light.
- **Option B:** The right to light may be acquired by long use (prescription) without any express grant in writing.
- **Option C:** Injunction is a well-recognised remedy for interference with ancient lights; it is not restricted to nominal damages.

Final Answer: The 28-year uninterrupted daylight creates an easement of light; BuildRight's interference is a private nuisance not excused by planning permission. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q14

Q15.

Solution

Concept — Innkeeper's Strict Liability for Guest's Goods: At common law, an innkeeper (the keeper of a public inn who receives travellers) is strictly liable for the loss of a guest's goods brought to the inn, without any requirement to prove negligence. This strict liability is one of the surviving categories at common law, alongside that of common carriers. It applies subject only to statutory limitations on the quantum of the innkeeper's liability.

Analysis: The Grand Heritage Hotel cannot escape liability by showing absence of negligence. Mrs Fernandez's jewellery was brought to the hotel; the unexplained loss triggers strict liability. Option A correctly states the common law position.

Why other options are wrong:

- **Option B:** The innkeeper's liability is stricter than that of an ordinary bailee; it does not require proof of negligence and is not reducible to the ordinary bailment standard.
- **Option C:** Identification of a specific responsible employee is not required; strict liability does not depend on fault-attribution to an individual.
- **Option D:** The common law strict liability of innkeepers applies in jurisdictions following common law principles; a blanket exclusion of common law

and reference only to the Indian Contract Act is not an accurate statement of the legal position.

Final Answer: An innkeeper is strictly liable for loss of a guest's goods even without negligence; the absence of explanation does not excuse the hotel. $\Rightarrow$ $\boxed{\text{A}}$

Answer: (A) Go Back to Q15

Q16.

Solution

Concept — Economic Tort: Unlawful Interference with Trade (*OBG Ltd v Allan* [2007]): The House of Lords in *OBG Ltd v Allan* [2007] confirmed that the tort of unlawful interference with trade (also called causing loss by unlawful means) is established where: (i) the defendant uses unlawful means independently actionable against the third party; (ii) the defendant intends to cause the claimant loss; and (iii) the defendant thereby causes the third party to act in a way that inflicts economic loss on the claimant.

Analysis: Nexus Ltd made a groundless and therefore unlawful threat of litigation against the supplier (unlawful means actionable against the supplier), intending StarTech to lose its supply, and the supplier terminated deliveries causing StarTech economic loss. All elements of unlawful interference with trade are present. Option B correctly identifies and applies this tort.

Why other options are wrong:

- **Option A:** While threats may involve falsehood, the tort at issue is economic interference by unlawful means, not deceit; Nexus did not make a representation of fact to StarTech.
- **Option C:** StarTech does have an independent tort action against Nexus Ltd for unlawful interference; the claim is not restricted to contract against the supplier.
- **Option D:** Unlawful interference with trade is a recognised independent tort; it is distinct from (though related to) inducing breach of contract.

Final Answer: Nexus Ltd has committed the tort of unlawful interference with trade by using groundless litigation threats as unlawful means against the supplier to injure StarTech. $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) Go Back to Q16

Q17.

Solution

Concept — Whether a Statement is Defamatory: The Role of Context: Whether a statement tends to lower the claimant in the estimation of right-thinking members of society depends on how the publication as a whole, including its context, tone, and framing, would be understood by the reasonable reader. The same words may carry defamatory meaning in a serious journalism context but no such meaning in an obviously satirical or fictional context where readers understand the statements are not meant to be taken as fact.

Analysis: Readers of the broadsheet would likely understand the allegations as serious and factual assertions. Readers of the comedy satirical magazine, reading a clearly labelled fictional column, would understand the same words as satirical entertainment not conveying a factual allegation. Context is therefore determinative of the defamatory quality of the statement. Option C correctly states this principle.

Why other options are wrong:

- **Option A:** Context is legally relevant to whether words are defamatory; the literal text is not assessed in a contextual vacuum.
- **Option B:** A finding of defamation in one publication does not automatically carry over to other publications of the same words; context must be assessed separately.
- **Option D:** The test for defamation is objective (how the reasonable reader understands the words), not based on the defendant's subjective intent.

Final Answer: Whether a statement is defamatory depends on how a reasonable reader would understand it in context; the same words may differ in their defamatory character across different publications. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q17

Q18.

Solution

Concept — Defamation: Publication to a Third Party Required (*Pullman v Walter Hill & Co* [1891]): Publication is an essential element of defamation. Publication means voluntary communication of the defamatory statement to at least one person other than the plaintiff. A statement communicated only to the plaintiff herself, with no third-party reader, does not satisfy the publication requirement and does not constitute defamation.

Analysis: Harsh's sealed letter was delivered to and read only by Dinesh. No third party was involved. There was no publication in the legal sense. Without publication to a third party, one of the essential elements of defamation is missing and Dinesh's claim must fail. Option D correctly identifies this principle.

Why other options are wrong:

- **Option A:** Communication to the plaintiff alone cannot constitute defamation; publication to a third party is indispensable.
- **Option B:** There is no asymmetry between libel and slander regarding the publication requirement; both require communication to at least one person other than the plaintiff.
- **Option C:** Committing words to writing is not sufficient; the written material must reach at least one third-party reader to constitute publication for defamation purposes.

Final Answer: No publication to any third party occurred; Dinesh's defamation claim fails for want of the publication element. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q18

Q19.

Solution

Concept — Implied Consent in Sport and Battery (*Simms v Leigh Rugby Football Club* [1969]): Participants in a contact sport impliedly consent to the physical contact that is within the rules and reasonable conventions of the game. However, this implied consent does not extend to contact that goes far beyond the rules or that is deliberately inflicted with excessive force. A tackle significantly exceeding what participants would reasonably consent to may constitute battery.

Analysis: Rajan's tackle was performed with excessive force well beyond the rules. Such contact falls outside the scope of Shyam's implied consent on entering the game. The implied consent defence does not shield Rajan. Option A correctly identifies the scope of implied consent and its limits.

Why other options are wrong:

- **Option B:** Consent in sport is not a blanket consent to all contact however severe; it is limited to contact within the rules and their reasonable margins.
- **Option C:** Whether the act was accidental or intentional is one relevant factor, but the key issue is whether the contact fell within what participants consent to by joining the game.

- **Option D:** Internal disciplinary processes do not extinguish civil tort remedies; a player injured by a battery may sue in tort independently of any disciplinary action.

Final Answer: Implied consent in sport covers only contact within the rules; excessive force going beyond the rules is not consented to and may constitute battery. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q19

Q20.

Solution

Concept — Police Powers of Detention and False Imprisonment (*Christie v Leachinsky* [1947]): A police officer must have lawful authority – such as a valid arrest warrant or reasonable grounds to arrest without warrant – to detain a person. Unlawful detention, even by a police officer, constitutes false imprisonment. The arrested person must be informed of the grounds for arrest promptly. A general investigative detention without lawful basis is not authorised by law.

Analysis: Inspector Rajan detained Mr Verma for four hours without a warrant, without reasonable grounds, without formally arresting him, and without informing him of any reason. This detention lacked any lawful basis and constitutes false imprisonment. Option B correctly applies the principle from *Christie v Leachinsky*.

Why other options are wrong:

- **Option A:** Police have no general common law power to detain and question any person without lawful basis; such a power would be inconsistent with the liberty of the subject.
- **Option C:** False imprisonment is complete from the moment of unlawful detention; there is no minimum duration requirement.
- **Option D:** Police officers acting in the public interest are not immune from civil suits for unlawful detention; false imprisonment liability applies to state agents as well as private individuals.

Final Answer: Detention without lawful authority constitutes false imprisonment; Inspector Rajan's four-hour detention of Mr Verma without legal basis is actionable. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q20

Q21.

Solution

Concept — Vicarious Liability: Employee Using Own Vehicle on Employer's Business (*Rambarran v Gurrucharran* [1970]): Where an employer instructs or authorises an employee to use their own vehicle to perform a business task, the employer may be vicariously liable for the employee's negligent driving on that authorised journey. The fact that the employee owns the vehicle does not, by itself, defeat vicarious liability where the journey was directed by and performed for the benefit of the employer.

Analysis: Anita was specifically instructed by her manager to use her own car to deliver samples to the client. The journey was employer-directed and performed in the course of Anita's employment duties. MediSupply Ltd may therefore be vicariously liable for her negligent driving on that journey. Option C correctly identifies this principle.

Why other options are wrong:

- **Option A:** Vehicle ownership is not the decisive factor; direction and authorisation of the journey by the employer are what matters.
- **Option B:** Insurance arrangements and ownership are not the legal test for vicarious liability; the course-of-employment analysis governs.
- **Option D:** Payment of travel allowance or fuel is relevant but not the exclusive test; employer authorisation and direction of the journey are sufficient.

Final Answer: An employer who directs an employee to use their own vehicle for business is vicariously liable for negligent driving on that authorised journey. $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q21

Q22.

Solution

Concept — Vicarious Liability: Privately Engaged Consultant Not Hospital's Servant: A hospital is vicariously liable for the negligence of those who are its servants or agents. Where a consultant is engaged directly and privately by the patient under a separate private arrangement – and is not under the hospital's control and direction as its employee – the hospital is not vicariously liable for that consultant's negligent acts in the course of the privately arranged procedure.

Analysis: Dr Menon was engaged by and paid by Mr Roy directly. Dr Menon was not a servant of City Hospital for the purposes of this operation; he merely used the hospital's facilities under operating privileges. City Hospital exercised no employment control over Dr Menon's surgical decisions. Option D correctly states that City Hospital is not vicariously liable in these circumstances.

Why other options are wrong:

- **Option A:** Merely operating within premises does not make a surgeon the hospital's servant; control and direction are required for vicarious liability.
- **Option B:** Providing facilities and nursing staff does not make the hospital a "joint employer" of a privately engaged consultant; the patient contracted directly with Dr Menon.
- **Option C:** Granting operating privileges is distinct from employing a surgeon; privileges are permissions to use facilities, not indicators of an employment relationship.

Final Answer: City Hospital is not vicariously liable for Dr Menon's negligence as he was privately engaged by the patient and not the hospital's servant for that operation. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q22

Q23.

Solution

Concept — Conversion: Strict Liability, Good Faith No Defence (*Hollins v Fowler* [1875]): Conversion is a tort of strict liability. It is committed by any act inconsistent with the owner's title to goods, regardless of the converter's good faith or knowledge. The House of Lords in *Hollins v Fowler* confirmed that an innocent purchaser or dealer who unknowingly handles stolen goods is liable to the true owner in conversion; honest ignorance is no defence.

Analysis: Kavita dealt with a car that was stolen and therefore belonged to the true owner. Her good faith and the reasonableness of her checks are legally irrelevant. By purchasing and then selling the car, she dealt with it in a manner inconsistent with the true owner's title and is liable in conversion. Option A correctly states this principle.

Why other options are wrong:

- **Option B:** The maxim *nemo dat quod non habet* means that a person cannot give better title than they have; an innocent purchaser from a non-owner does not acquire good title and cannot escape conversion liability on that basis.

- **Option C:** Conversion does not require deliberate wrongdoing; it is a tort of strict liability regardless of the converter's state of mind.
- **Option D:** Good faith is not a recognised defence to conversion; *Hollins v Fowler* conclusively established that honest dealing is irrelevant to liability.

Final Answer: Conversion is a strict liability tort; Kavita's good faith and absence of knowledge are no defence to the true owner's claim. ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q23

Q24.

Solution

Concept — Extended Passing Off: Protection of Class of Traders (*Erven Warnink BV v J Townend and Sons (Hull) Ltd (Advocaat)* [1979]): The House of Lords in *Warnink v Townend* held that passing off may protect a class of traders who share a distinctive product name associated with particular quality or geographical origin. Where a defendant misrepresents inferior goods as sharing the same quality characteristics as the genuine class of products, the genuine producers may maintain a passing off action.

Analysis: CheapDrinks Ltd marketed inferior "Egg Flip Advocaat" using the Advocaat name, thereby misrepresenting its products as sharing the quality characteristics of genuine Dutch Advocaat. This is the paradigm of extended (quality-based) passing off. Option B correctly identifies the *Warnink v Townend* principle and its application.

Why other options are wrong:

- **Option A:** *Warnink v Townend* expressly extended passing off to protect a class of genuine producers; it is not limited to individual traders.
- **Option C:** "Advocaat" is not a generic name free for all to use; it is associated with particular quality characteristics that the genuine producers can protect via passing off.
- **Option D:** Extended passing off based on quality misrepresentation does not require proof of actual diversion of customers; the misrepresentation of quality characteristics is itself actionable.

Final Answer: Extended passing off under *Warnink v Townend* protects a class of quality producers from misrepresentation of inferior goods using their shared distinctive product name. ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q24

Q25.

Solution

Concept — Three-Party Intimidation (*Rookes v Barnard* [1964]): The House of Lords in *Rookes v Barnard* confirmed the tort of intimidation in its three-party form: the defendant makes a threat of unlawful action against a third party (B) to coerce B to act in a way that causes economic loss to the plaintiff (A). The plaintiff has a cause of action against the defendant even though the coercive threat was directed at B, not at A. A threat to commit a breach of contract qualifies as an unlawful threat.

Analysis: Mr Datta (defendant) threatened BOAC (B) with an unlawful strike (breach of employment contracts) to coerce BOAC into dismissing Rookes (A – plaintiff). Rookes suffered economic loss. All elements of three-party intimidation are present. Option C correctly identifies and explains the tort.

Why other options are wrong:

- **Option A:** A threat to strike in breach of contract is unlawful and does attract tortious liability; *Rookes v Barnard* expressly confirmed this.
- **Option B:** Three-party intimidation is precisely characterised by the threat being directed at a third party (not the plaintiff); the plaintiff's cause of action arises from that indirect coercion.
- **Option D:** The plaintiff (Rookes) who suffered the loss has the cause of action; the fact that BOAC was the direct target of the threat does not confine the action to BOAC.

Final Answer: Three-party intimidation under *Rookes v Barnard*: defendant's unlawful threat to B to coerce action injuring A gives A a cause of action. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q25

Q26.

Solution

Concept — Contribution Between Joint Tortfeasors: A tortfeasor who pays more than their equitable share of a judgment may seek contribution from co-tortfeasors. The right of contribution is available even after the plaintiff's judgment has been fully satisfied, and it is not conditional on both tortfeasors having been named as defendants in the original suit. Contribution is apportioned according to the respective degrees of fault.

Analysis: Driver X paid Arjun's entire judgment in full. Driver Y was equally responsible for the harm. Driver X is entitled to seek contribution from Driver Y in proportion to Driver Y's share of fault, notwithstanding that the plaintiff's claim has been settled. Option D correctly states the contribution principles.

Why other options are wrong:

- **Option A:** Contribution may be sought from a co-tortfeasor even where that co-tortfeasor was not a named defendant in the original suit; it is the equitable share of liability that matters.
- **Option B:** Satisfaction of the plaintiff's judgment does not extinguish contribution rights; the right arises at payment and may be pursued afterwards.
- **Option C:** Contribution applies regardless of whether both parties are equally at fault; apportionment in proportion to differing degrees of blame is the norm.

Final Answer: Driver X may claim contribution from Driver Y after satisfying the full judgment; contribution is apportioned by degree of fault. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q26

Q27.

Solution

Concept — Exemplary Damages: Category 1 – Oppressive Government Conduct (*Rookes v Barnard* [1964]): Lord Devlin in *Rookes v Barnard* [1964] recognised three categories in which exemplary damages may be awarded. Category 1 covers cases where a government servant (or public official) acts in an oppressive, arbitrary, or unconstitutional manner, going beyond what any law permits. The award is designed to mark the court's disapproval of the abuse of public power and to deter such conduct.

Analysis: The revenue officers acted with personal animosity, had no legal authority, and deliberately demolished Mr Naidu's lawfully built premises. This is paradigmatic Category 1 conduct: oppressive, arbitrary, and unconstitutional governmental action. Exemplary damages are available. Option A correctly identifies the applicable category.

Why other options are wrong:

- **Option B:** Exemplary damages are available against government officials in civil tort proceedings; constitutional remedies are an additional avenue, not the exclusive one.
- **Option C:** Category 2 (profit-calculated conduct) is a separate category; Category 1 applies specifically to oppressive governmental conduct without requiring a profit motive.
- **Option D:** Ordinary civil courts awarding damages in tort have full jurisdiction to award exemplary damages where the *Rookes v Barnard* categories are met; restriction to constitutional courts is incorrect.

Final Answer: Category 1 exemplary damages under *Rookes v Barnard* are available for oppressive, arbitrary governmental abuse of power as demonstrated on these facts. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q27

Q28.

Solution

Concept — Account of Profits as a Gain-Based Remedy in Tort: Where a defendant commits a deliberate tort and makes a profit that exceeds the claimant's compensatable loss, the court may in appropriate cases award gain-based relief in the form of an account of profits. This remedy strips the defendant of the unjust enrichment derived from the deliberate wrong and is particularly relevant in intellectual property and deliberate exploitation cases.

Analysis: MediaCorp knew it had no licence and deliberately broadcast the performance. Its profit (Rs. 50 lakhs) greatly exceeded the singer's measurable loss (Rs. 8 lakhs). The court may award the full profit on an account of profits to deter deliberate exploitation. Option B correctly identifies the availability of this gain-based remedy.

Why other options are wrong:

- **Option A:** Tort remedies are not exclusively compensatory; gain-based relief including account of profits is available in appropriate cases of deliberate wrongdoing.

- **Option C:** Account of profits is not confined to equity or to passing off and breach of confidence; it may be awarded for deliberate tortious exploitation of rights.
- **Option D:** A criminal offence is not a prerequisite for stripping profits in civil tort proceedings; the deliberate and exploitative nature of the wrong is the relevant criterion.

Final Answer: An account of profits may be awarded for deliberate tortious exploitation where the defendant's gain exceeds the plaintiff's measurable loss. ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q28

Q29.

Solution

Concept — Specific Restitution of Chattel as a Remedy for Conversion: In addition to awarding damages equivalent to the chattel's value at the time of conversion, a court may order the specific delivery up (return) of a converted chattel. This remedy is particularly appropriate where the chattel possesses unique, irreplaceable, or cultural significance such that monetary damages cannot adequately compensate the claimant.

Analysis: The 16th-century manuscript is irreplaceable; no monetary sum can restore its unique historical and cultural value to the museum. Damages are an inadequate remedy. The court has discretion to order specific delivery up of the manuscript. Option C correctly states the availability and scope of this remedy.

Why other options are wrong:

- **Option A:** Damages for conversion are not the only remedy; specific restitution of the chattel is available where damages are inadequate.
- **Option B:** Specific restitution is discretionary, not available as of right; the defendant may sometimes be permitted to pay damages in lieu if the court so decides.
- **Option D:** The restriction of specific restitution to land or documents of title is not the law; courts may order return of any chattel where damages would be an inadequate remedy.

Final Answer: Specific delivery up of the manuscript is available as a discretionary remedy where damages are inadequate to compensate for its unique irreplaceable value. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q29

Q30.

Solution

Concept — Rylands v Fletcher: Strict Liability for Escape of Noxious Substances: Under the rule in *Rylands v Fletcher* [1868], a person who for non-natural purposes brings onto land something likely to do mischief if it escapes is strictly liable for all damage naturally flowing from the escape. The storage of toxic industrial solvents in large quantities constitutes a non-natural use of land; the absence of negligence is not a defence under this head of strict liability.

Analysis: ChemTech stored large quantities of toxic solvents — a paradigm of non-natural use — adjacent to residential properties. The solvents escaped and caused harm. The absence of negligence and the undetectable defect in the seal are not defences under *Rylands v Fletcher*. ChemTech is strictly liable to the affected residents. Option D correctly applies the rule.

Why other options are wrong:

- **Option A:** Strict liability under *Rylands v Fletcher* applies regardless of whether the defendant exercised reasonable care; absence of negligence is not a defence.
- **Option B:** Actual knowledge of the specific defect is irrelevant to strict liability; the escape of the dangerous substance is what triggers liability.
- **Option C:** *Rylands v Fletcher* applies to a wide range of dangerous substances including toxic chemicals; its application is not limited by the existence of statutory environmental legislation, which provides an additional rather than exclusive remedy.

Final Answer: Toxic solvent storage is a non-natural use; strict liability under *Rylands v Fletcher* applies to the escape regardless of the absence of negligence. $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q30

Q31.

Solution

Concept — Strict Liability: Dog Owner's Liability for Attacks on Livestock: Under the Animals Act 1971 (England) and the corresponding common law position applied in India, the keeper of a dog that kills or injures livestock is strictly liable for that damage. Unlike the position for attacks on persons (where prior knowledge of vicious propensity may be required at common law), the keeper of a dog that attacks livestock is strictly liable without any requirement to prove prior knowledge of the dog's propensity to attack livestock specifically.

Analysis: Mr Rao's dog killed the neighbour's sheep. The absence of prior aggressive incidents does not excuse Mr Rao; the strict liability rule for dogs attacking livestock does not require prior knowledge. Mr Rao is liable for the loss of the three sheep. Option A correctly states the strict liability rule.

Why other options are wrong:

- **Option B:** Prior knowledge of the specific propensity to attack livestock is not required; strict liability applies on the first occasion of attack.
- **Option C:** The fence failure is a factual circumstance but the strict liability for livestock attacks does not depend on the mechanism of the dog's access; the focus is on the attack itself.
- **Option D:** Strict (not fault-based) liability applies to dogs attacking livestock; negligence proof is not required for this specific head of liability.

Final Answer: A dog keeper is strictly liable for attacks on livestock without any requirement of prior knowledge of the dog's propensity to attack; Mr Rao is liable. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q31

Q32.

Solution

Concept — Negligent Misstatement: Hedley Byrne Special Relationship: The House of Lords in *Hedley Byrne & Co Ltd v Heller & Partners Ltd* [1964] established that a duty of care for negligent misstatement arises where there is a special relationship involving: (i) the defendant's special skill or expertise; (ii) the defendant's knowledge (actual or constructive) that the claimant will rely on the statement; (iii) reasonable reliance by the claimant; and (iv) it being just and reasonable to impose a duty. The duty extends to pure economic loss.

Analysis: Sundar, a chartered accountant, certified the accounts knowing they would be used by investors. Nisha reasonably relied on them and suffered economic loss. The *Hedley Byrne* conditions are satisfied: special skill, known investor reliance, actual reliance, and it is just to impose liability. Option B correctly identifies all four conditions and applies them to Nisha's claim.

Why other options are wrong:

- **Option A:** *Hedley Byrne* established that a duty of care can arise for pure economic loss caused by negligent misstatement; Option A's categorical denial is wrong.
- **Option C:** A contractual relationship is not required for *Hedley Byrne* liability; the duty arises from the voluntary assumption of responsibility to a known class of reliers.
- **Option D:** A special relationship involving knowledge of reliance and special expertise is required; a bare false statement alone is insufficient.

Final Answer: Under *Hedley Byrne*, Sundar owed a duty to Nisha as a known investor relying on his certified accounts; he is liable for her economic loss. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q32

Q33.

Solution

Concept — Defamation: Absolute Privilege for Fair and Accurate Reports of Judicial Proceedings: At common law and by statute, a contemporaneous, fair, and accurate report of open public judicial proceedings is protected by absolute privilege (or equivalent statutory protection). This privilege is essential to enable the press to report court proceedings freely and in the public interest. The protection is lost only if the report is inaccurate, partial, or does not relate to open proceedings.

Analysis: The Daily Gazette's report was contemporaneous, fair, and accurate, reproducing what was said in open court. The report falls squarely within the absolute privilege for court reporting. The witness cannot maintain a defamation action in respect of such a report. Option C correctly identifies the applicable privilege and its scope.

Why other options are wrong:

- **Option A:** No separate defence of justification is needed where absolute privilege applies to court reporting; the privilege is complete.

- **Option B:** The privilege for fair and accurate court reports is absolute, not qualified; it cannot be defeated by proof of malice.
- **Option D:** Prior written consent of named persons is not a requirement for the press to report court proceedings; the privilege exists precisely to facilitate public reporting without such consent.

Final Answer: A contemporaneous, fair, and accurate report of open judicial proceedings is protected by absolute privilege; the witness's defamation claim must fail. $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q33

Q34.

Solution

Concept — Motor Vehicles Act 1988: MACT Territorial Jurisdiction (Section 166(2)): Section 166(2) of the Motor Vehicles Act 1988 confers a choice of forum on the claimant. A claim for compensation may be filed before the Claims Tribunal at: (i) the place where the accident occurred; (ii) the place where the claimant resides or carries on business or lastly resided; or (iii) the place where the defendant resides or carries on business. The choice among these three options belongs to the claimant.

Analysis: The accident occurred in Jaipur. The victim's family resides in Pune. The offending company is headquartered in Mumbai. Under Section 166(2), the family may choose any of the three MACT locations: Jaipur (accident), Pune (claimant's residence), or Mumbai (defendant's principal place of business). Option D correctly states all three options.

Why other options are wrong:

- **Option A:** Exclusive jurisdiction at the accident site is incorrect; Section 166(2) confers a three-way choice on the claimant.
- **Option B:** The place of vehicle registration is not one of the three prescribed forum options under Section 166(2).
- **Option C:** The insurer's registered office is not a prescribed forum under Section 166(2); the three options relate to accident, claimant, and defendant.

Final Answer: Section 166(2) gives the claimant a choice of MACT forum: accident location, claimant's residence, or defendant's principal place of business. $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q34

Q35.

Solution

Concept — Motor Vehicles Act 1988: Hit-and-Run Solatium Fund: The Motor Vehicles Act 1988 provides for payment of a fixed solatium from the Solatium Fund to the dependants of persons killed and to those who suffer grievous hurt in hit-and-run accidents where the offending vehicle cannot be identified or traced. No proof of negligence against any specific person is required; the claim is non-adversarial, filed before the Claims Tribunal as a summary claim from the Fund.

Analysis: Ramesh was killed in a hit-and-run accident; the vehicle and owner are untraced. The lawyer's advice that there is no remedy is wrong. The dependants are entitled to a fixed solatium from the Solatium Fund under the Motor Vehicles Act 1988 without needing to identify the offending vehicle or prove any individual's negligence. Option A correctly states this remedy.

Why other options are wrong:

- **Option B:** The Solatium Fund scheme was designed precisely for unidentified and untraced vehicles; Option B misstates the Act's purpose.
- **Option C:** The MACT (or a designated authority under the Act) handles Solatium Fund claims; a separate ordinary civil suit is not required.
- **Option D:** The Solatium Fund covers claims for both death and grievous hurt; there is no restriction limiting it only to pedestrian victims.

Final Answer: A fixed solatium is payable from the Solatium Fund for fatal hit-and-run accidents regardless of whether the offending vehicle is traced; the lawyer's advice is wrong. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q35

Q36.

Solution

Concept — Consumer Protection Act 2019: Unfair Contract Terms and Exemption Clauses: The Consumer Protection Act 2019 guards against unfair contract terms that operate to the detriment of consumers. Exemption clauses in consumer contracts purporting to exclude or restrict liability for negligence, deficiency in service, or breach of statutory duty may be struck down as unfair trade practices or unfair contract terms where they operate contrary to good faith or against the consumer's reasonable expectations.

Analysis: QuickFix Ltd's blanket exclusion of all liability including for negligence is a classic example of an unfair exemption clause in a consumer service contract. Under the Consumer Protection Act 2019, such a clause is not enforceable against the consumer. Mr Mehta can claim compensation for the damage caused by Quick-Fix's negligence. Option B correctly identifies the legal position.

Why other options are wrong:

- **Option A:** Mere acceptance of standard terms does not make an unfair exemption clause enforceable against a consumer under the Consumer Protection Act 2019; the Act overrides such clauses.
- **Option C:** The Consumer Protection Act 2019 applies to both goods and services; restricting it to goods only is incorrect.
- **Option D:** Prior notice of an exclusion clause does not automatically make it fair or enforceable against a consumer; the substance of the clause must also be fair under the Act.

Final Answer: Exemption clauses excluding liability for negligence in consumer contracts may be struck down as unfair under the Consumer Protection Act 2019; Mr Mehta may claim compensation. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q36

Q37.

Solution

Concept — Consumer Protection Act 2019: Government-Owned Service Providers Subject to the Act: The Consumer Protection Act 2019 applies broadly to all service providers who provide services in exchange for consideration, including government-owned utilities and monopoly entities. The fact that an entity is government-owned or operates as a public sector monopoly does not exempt it from the consumer protection framework. Consumers may file complaints for deficiency in service against such entities.

Analysis: The electricity board provides electricity services to residents who pay for those services. It is a "service provider" within the meaning of the Consumer Protection Act 2019 regardless of its public ownership and monopoly status. The residents' complaint for deficiency in service is properly filed before the Consumer Commission. Option C correctly states that government-owned service providers are subject to the Act.

Why other options are wrong:

- **Option A:** There is no general exemption from the Consumer Protection Act

2019 for government-owned or non-profit service providers; the Act applies to all service providers who receive consideration.
- **Option B:** The Consumer Protection Act 2019 applies to public sector service providers equally with private sector entities; restricting its application to the private sector is incorrect.
- **Option D:** The Electricity Act 2003 and Consumer Protection Act 2019 operate in parallel; the Electricity Act does not entirely oust consumer protection jurisdiction over electricity service deficiency complaints.

Final Answer: Government-owned service providers are subject to the Consumer Protection Act 2019; the residents' complaint before the Consumer Commission is properly maintainable. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q37

Q38.

Solution

Concept — Joint and Several Liability: Concurrent Wrongdoing and Apportionment: Where two defendants each independently contribute to causing an indivisible harm to the plaintiff through their respective breaches of duty, both are jointly and severally liable to the plaintiff for the full loss. The plaintiff may recover the entire sum from either defendant. As between themselves, the defendants are entitled to contribution apportioned according to their respective degrees of fault.

Analysis: Factory X and Factory Y each independently breached their duties of care; together their discharges caused Arun's burns (an indivisible harm). Both are jointly and severally liable to Arun, meaning Arun may recover in full from either. Between themselves, they may apportion liability by degree of fault. Option C correctly states the joint and several liability principle with apportionment.

Why other options are wrong:

- **Option A:** The harm here is indivisible (both discharges together caused the explosion); there is no basis for splitting liability between identifiable separate portions when the harm is indivisible.
- **Option B:** There is no "larger proximate cause" rule that lets the minor contributor escape; joint and several liability makes both fully liable to the plaintiff.
- **Option D:** Concerted action is not required for joint and several liability; independent concurrent causation of an indivisible harm suffices.

Final Answer: Both factories are jointly and severally liable to Arun for the indivisible harm; between themselves they may seek contribution apportioned by fault. ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q38

Q39.

Solution

Concept — Damages in Lieu of Injunction: Shelfer Criteria (*Shelfer v City of London Electric Lighting Co* [1895]): In *Shelfer*, A L Smith LJ identified four cumulative conditions under which a court may award damages in lieu of an injunction in a nuisance case: (i) the injury to the plaintiff's legal right is small; (ii) the damage is capable of estimation in money; (iii) it can be adequately compensated by a small monetary payment; and (iv) it would be oppressive to the defendant to grant an injunction. All four conditions should normally be met.

Analysis: Mr Kapoor's interference is mild – a low-level hum causing minor annoyance that does not affect his health or property value. The injury is small and capable of money estimation. Shutting down the bakery's fan (essential to its commercial operation) may be disproportionate and oppressive. Damages in lieu of an injunction may be more appropriate. Option A correctly sets out the *Shelfer* criteria and their application.

Why other options are wrong:

- **Option B:** An injunction is not mandatory upon proof of nuisance; it is a discretionary remedy, and the *Shelfer* criteria expressly allow damages in lieu.
- **Option C:** The *Shelfer* criteria do not require public benefit; oppressiveness to the defendant and small injury to the plaintiff are the key conditions.
- **Option D:** *Shelfer* remains important precedent, though it has been reviewed in *Coventry v Lawrence* [2014]; it has not been entirely abrogated and continues to guide courts on when damages are appropriate.

Final Answer: Under the *Shelfer* criteria, where the injury is small, money-estimable, adequately compensable, and an injunction would be oppressive, damages in lieu may be awarded. ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q39

Q40.

Solution

Concept — Trespass to Goods: Seizure Under Invalid Warrant: A purported seizure of goods under a warrant that is legally void (for example, issued without jurisdiction) lacks any lawful authority. Such a seizure constitutes trespass to goods. The officers cannot rely on the purported warrant as lawful authority because it confers no legal power. Good faith reliance on an invalid warrant is not a complete defence to trespass.

Analysis: The warrant was issued without jurisdiction and was therefore void. The revenue officers had no lawful authority to seize Priya Traders' goods. Their good faith belief in the warrant's validity does not supply the absent legal authority. The seizure constitutes trespass to goods and Priya Traders may sue accordingly. Option B correctly identifies this principle.

Why other options are wrong:

- **Option A:** Good faith reliance on an invalid or void warrant does not constitute a defence to trespass; the absence of lawful authority cannot be cured by honest belief.
- **Option C:** Trespass to goods by government officers is actionable as a civil tort; a constitutional challenge to the warrant is an additional remedy, not the exclusive one.
- **Option D:** A trespass to goods action is independent of the monetary value of the goods; the unlawful seizure itself is actionable as trespass regardless of the goods' value.

Final Answer: Seizure under a void warrant lacks lawful authority; good faith does not excuse the absence of legal authority and the seizure constitutes trespass to goods. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q40

Answer Key

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