CLAT PG Law of Torts

Sample Paper – 10

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. Twelve-year-old Arjun was injured when a shopkeeper negligently stacked heavy goods on shelves, causing them to fall on him. Arjun's father wished to file a tort claim on his behalf. Separately, Arjun had thrown a stone that broke a neighbour's window while playing. The neighbour wished to sue Arjun directly for the damage. Which of the following most accurately states the legal position regarding a minor's capacity to sue and be sued in tort?

(A) A minor has no capacity to be a party to any tort proceeding; all claims must wait until the minor attains majority.

(B) A minor can sue in tort but cannot be held personally liable because lack of contractual capacity extends to all legal proceedings including torts.

(C) A minor can sue in tort only if the defendant is also a minor; suits against adult defendants require a guardian to be the primary claimant.

(D) A minor may sue in tort through a next friend or guardian ad litem, and is also personally liable in tort for wrongs committed, subject to the applicable standard of care; age bars neither suing nor being sued in tort.

Q2. A factory and a chemical plant, both located upstream of a river, independently discharged pollutants into the water on the same day. Each discharge alone would have been insufficient to kill the fish stock, but together the combined effect destroyed an entire fish farm downstream. The fish farm owner sued both defendants jointly. The factory argued that since it acted independently without any common design with the chemical plant, it should only be liable for its proportionate share, not the full loss. Which of the following correctly states the distinction between joint and independent tortfeasors and their liability for an indivisible harm?

(A) Joint tortfeasors share a common design; independent tortfeasors cannot be jointly liable even for identical harm since they lacked any concert of action.

(B) Independent tortfeasors who cause separate damage are only severally liable; joint and several liability requires proof of a pre-existing agreement between the defendants.

(C) Joint tortfeasors act in concert or share a common design, whereas independent tortfeasors each cause the same damage independently without concert; however, both categories may be held jointly and severally liable to the plaintiff for an indivisible harm, allowing the plaintiff to recover the full loss from either or both defendants.

(D) A plaintiff must elect to sue either joint or independent tortfeasors; bringing a single action against both is procedurally impermissible.

Q3. Kavita suffered property damage when her neighbour's improperly constructed wall collapsed onto her boundary. She discovered the damage promptly but, due to personal difficulties, failed to institute any legal proceedings. By the time she consulted a lawyer, the relevant limitation period under the Limitation Act had expired. Her neighbour pleaded that the time for suing had passed. Which of the following correctly describes the legal effect of the expiry of the limitation period on Kavita's cause of action?

(A) Expiry of the limitation period extinguishes both the cause of action and the underlying right, so that the defendant is treated as never having committed a tort.

(B) Expiry of the limitation period bars the remedy but does not extinguish the cause of action itself; the defendant may plead limitation as a complete defence to defeat any suit Kavita now brings, but the legal wrong that gave rise to her claim remains.

(C) The limitation period does not bar a tort claim for damage to property; limitation applies only to contractual and personal injury claims.

(D) Once the limitation period expires, the court must dismiss the suit immediately without examining whether the defendant can show any prejudice.

Q4. Priya, a structural engineer engaged by a property developer, prepared a structural assessment report for a proposed residential complex. The developer informed Priya that the report would be shared with and relied upon by individual apartment purchasers when deciding whether to buy units. The report contained a negligent error that failed to identify a significant foundation defect. Several purchasers, relying on the report, suffered pure economic loss when the defect was later discovered. The purchasers sued Priya in negligence. Priya argued she had no contractual relationship with the purchasers and therefore owed them no duty of care. Which of the following most accurately states the applicable principle?

(A) A professional who advises a client and knows that the advice will be communicated to and relied upon by a specific third party may assume responsibility to that third party for economic loss caused by negligent advice, even in the absence of a direct contractual relationship, applying the *Hedley Byrne* principle of voluntary assumption of responsibility.

(B) A structural engineer owes a duty of care only to the person who directly commissioned and paid for the report; the absence of a contract with purchasers is an absolute bar to any duty of care towards them.

(C) Pure economic loss can never be recovered in negligence; purchasers must bring their claim in contract under the Sale of Goods Act.

(D) A duty of care to purchasers arises only if the engineer personally communicated the report to each purchaser individually and received their acknowledgement of reliance.

Q5. Suresh witnessed a road accident in which his close friend was seriously injured. Suresh was within the immediate zone of danger but suffered no physical injury himself. In the days following, he experienced profound grief, sadness, and sleeplessness, but a psychiatric assessment confirmed that he had not developed any recognised psychiatric illness. He brought a claim in negligence for his "nervous shock." Which of the following correctly states the requirement for a successful psychiatric injury claim in negligence?

(A) Any emotional distress, grief, or sadness caused by witnessing another person's injury is sufficient to found a psychiatric injury claim in negligence, regardless of clinical diagnosis.

(B) Grief caused by witnessing harm to a close friend is always actionable as a variant of the tort of intentional infliction of emotional distress.

(C) A plaintiff need not show a recognised psychiatric illness if the grief or distress is severe enough to affect their daily life for more than one month.

(D) A plaintiff must suffer a recognised psychiatric illness, not merely grief, distress, or emotional upset, in order to recover for psychiatric injury in negligence; simple grief or shock without a diagnosed psychiatric condition is not compensable as a matter of law.

Q6. A financial services regulator failed to detect fraudulent mismanagement of a savings institution over several years. When the institution collapsed, thousands of depositors suffered financial losses. They sought to hold the regulator liable in negligence. There was no prior case in which a financial regulator had been held liable to individual depositors for supervisory failures. The regulator argued that no duty of care should be imposed in such novel circumstances. Which of the following best describes how courts approach the question of duty of care in novel situations?

(A) In any novel situation, it is sufficient for the plaintiff to show that the defendant's carelessness was a factual cause of the loss; the three-stage Caparo test is only applicable in established categories.

(B) Courts may impose a duty of care in novel situations based solely on the foreseeability of harm, without any further analysis of proximity or policy.

(C) In novel duty situations, courts apply the *Caparo* three-stage test (foreseeability, proximity, and fair, just and reasonable) together with an incremental approach by analogy to established precedent; courts should not extend duty to novel situations without a close analogy in existing law, and the absence of such analogy strongly suggests no duty should be imposed.

(D) Where significant public harm results from a defendant's carelessness, courts will always impose a duty of care as a matter of public policy, regardless of proximity or established precedent.

Q7. Ramesh visited his general practitioner, Dr Batra, complaining of persistent fatigue, unexplained weight loss, and night sweats – symptoms that the applicable clinical guidelines identified as "red flag" indicators requiring urgent specialist referral for cancer investigation. Dr Batra attributed the symptoms to stress and advised rest, without making any referral. Eight months later, Ramesh was diagnosed with lymphoma at an advanced stage. Evidence showed that had a referral been made promptly, the cancer would very likely have been detected at an earlier, more treatable stage and Ramesh's prognosis would have been materially better. Ramesh sued Dr Batra in negligence. Which of the following correctly states the basis of Dr Batra's potential liability?

(A) A general practitioner's duty of care does not extend to referral decisions; specialist treatment is outside the scope of a GP's role and therefore outside the scope of any duty owed to the patient.

(B) A general practitioner who fails to refer a patient to a specialist when clinical guidelines indicate an urgent referral is necessary may be in breach of the duty of care owed to that patient; if that breach caused the patient to suffer a materially worse outcome than they would have experienced with a timely referral, the GP is liable in negligence for that additional harm.

(C) Dr Batra is liable only if it is proved with certainty that a prompt referral would have prevented the cancer entirely; a reduced chance of a better outcome is insufficient to establish causation.

(D) Causation in medical negligence cases involving delayed diagnosis can never be established without expert evidence from at least three specialists.

Q8. Which of the following scenarios most clearly illustrates a *non-natural use* of land for the purpose of the rule in *Rylands v Fletcher*, thereby potentially engaging strict liability upon escape?

(A) A petroleum refining company stores several thousand litres of high-octane aviation fuel in large tanks located in a residential neighbourhood, brought onto the land for commercial refining operations.

(B) A homeowner maintains a small ornamental pond in the garden, fed by a domestic water connection from the municipal supply.

(C) A farmer uses an existing stream running through agricultural land to water livestock, without any artificial storage.

(D) A hospital maintains a standard domestic water storage tank on its roof for the supply of drinking water to patients and staff.

Q9. A gas distribution company negligently stored high-pressure gas in a main that ran beneath a residential street. The main failed, causing a gas explosion that injured three residents. The residents brought a claim under the rule in *Rylands v Fletcher*. The company argued that even if the rule applied, it did not extend to claims for personal injury. Which of the following correctly states the English law position on whether *Rylands v Fletcher* supports claims for personal injury?

(A) The rule in *Rylands v Fletcher* applies equally to personal injury and property damage claims; the distinction between the two types of harm is irrelevant to its scope.

(B) The rule in *Rylands v Fletcher* applies to personal injury claims but only where the claimant was on their own land at the time of the escape.

(C) The rule in *Rylands v Fletcher* applies to personal injury claims only if the defendant stored the dangerous thing with the subjective intention of causing harm.

(D) Following *Transco plc v Stockport MBC* [2003], the rule in *Rylands v Fletcher* does not extend to personal injury claims under English law; Lord Bingham confirmed that the rule is confined to claims for damage to land or interests in land, so the residents must pursue their claims in negligence rather than under the Rylands rule.

Q10. Sunil stored large quantities of industrial chemicals in a warehouse on his factory premises. A visiting delivery driver, Mohan, was accidentally exposed to the chemicals when a container tipped over on Sunil's property itself, causing Mohan serious burns. Mohan sued Sunil under the rule in *Rylands v Fletcher*. Sunil argued that the rule was inapplicable.

Which of the following correctly identifies the element of the Rylands rule that Mohan's claim fails to satisfy?

(A) Mohan's claim fails because industrial chemicals are not sufficiently dangerous to trigger strict liability under the Rylands rule.

(B) Mohan's claim fails because he was a licensee on the premises and therefore the Rylands rule is replaced by the law of occupiers' liability.

(C) Mohan's claim fails because the rule in *Rylands v Fletcher* requires that the dangerous thing escape from the defendant's land to another person's land or property; where the harm occurs entirely on the defendant's own premises without any escape to neighbouring land, the Rylands rule is inapplicable.

(D) Mohan's claim fails because the rule in *Rylands v Fletcher* applies only where the defendant stored the thing maliciously or recklessly.

Q11. Deepak worked as a security guard at a nightclub. His duties included monitoring the entrance, checking identification, and maintaining order at the door. One evening, after an altercation at the entrance where a patron, Vikram, made a complaint about being refused entry, Deepak followed Vikram into the car park and assaulted him, partly because Deepak resented the complaint and partly because he believed (incorrectly) that Vikram was a troublemaker. The nightclub employer argued that the assault was a personal act motivated by Deepak's private grudge and therefore outside the scope of employment. Which of the following correctly states the test for vicarious liability in cases of employee wrongdoing with a mixed motive?

(A) An employer is never vicariously liable where an employee acts partly from personal motives; the presence of any personal motive takes the act outside the scope of employment.

(B) Where an employee's wrongful act arises in a context sufficiently connected to the employment duties – such as a security guard's door-management role that escalated into an assault of a patron –

the employer may be vicariously liable even if the employee also had a personal motive; the court asks whether there was a sufficiently close connection between the employment and the tort.

(C) Vicarious liability for an assault can only arise if the employer expressly authorised or ratified the use of force by the employee.

(D) The employer is vicariously liable only if Deepak committed the assault on the nightclub's premises during contracted working hours.

Q12. Anita and Bimal entered into a legal partnership to run an architectural practice. During a site visit carried out in furtherance of their shared architectural project, Bimal negligently caused an injury to a construction worker on site. The injured worker sued Anita, arguing that as Bimal's partner she was vicariously liable. Anita argued that she had taken no part in the site visit and should bear no personal liability. Which of the following correctly states the principle of vicarious liability as it applies to partners in a joint enterprise?

(A) Each partner in a general partnership is vicariously liable for the torts of the other partner committed in furtherance of the partnership business; the injured worker may hold Anita liable for Bimal's negligence on the site visit conducted for their shared enterprise.

(B) A partner is only vicariously liable if she was physically present at the time the tort was committed and had an opportunity to prevent it.

(C) Partners are not subject to vicarious liability rules; each partner is personally liable only for their own direct tortious acts.

(D) Vicarious liability among partners arises only from contractual indemnity clauses in the partnership agreement, not from general tort principles.

Q13. Raghav, a Member of the State Legislative Assembly of Karnataka, made a speech in the Assembly chamber in which he alleged that a prominent industrialist, Mr Shah, had paid bribes to government officials to secure a lucrative contract. Mr Shah considered the allegations completely false and defamatory. He sought legal advice on whether he could sue Raghav for defamation. Which of the following correctly states the applicable privilege that governs statements made by members of a State Legislature during proceedings in the House?

(A) Statements made in a State Legislature are protected only by qualified privilege; if Mr Shah can prove malice, a defamation action may succeed.

(B) A State Legislature member enjoys immunity only from criminal prosecution, not from civil defamation suits, in respect of statements made in the House.

(C) The privilege afforded to State Legislature proceedings is a special statutory privilege that lasts for only six months after the statement is made.

(D) Article 194 of the Constitution of India confers absolute privilege on proceedings in a State Legislative Assembly and its Committees; no action for defamation lies against a Member of the Legislative Assembly for anything said during the course of proceedings in the House, regardless of malice or falsity.

Q14. Gaurav, a branch manager at a bank, was dismissed following an internal inquiry into alleged financial irregularities. His former employer then verbally informed the manager of a rival bank – in response to an informal inquiry – that Gaurav had been "dismissed for dishonesty." The statement was false; the inquiry had in fact cleared Gaurav of dishonesty, and the dismissal was for a separate procedural reason. Gaurav suffered significant career damage as a result of the statement. He sued his former employer. Which of the following most accurately states the legal position regarding defamatory statements made about a former employee to a prospective or rival employer?

(A) An employer can never be liable in defamation for statements about a former employee because such communications are absolutely privileged as part of normal employment reference practice.

(B) Statements made by employers about former employees are completely exempt from defamation liability provided they are made in a professional context.

(C) A statement made by a former employer about an employee to another employer may attract qualified privilege as a communication made in the discharge of a duty or in protection of a legitimate interest; however, qualified privilege is defeated by proof of malice or recklessness as to truth, and a false statement made carelessly or in bad faith may expose the employer to liability in defamation.

(D) An employer is only liable in defamation for written statements (libel) about former employees; verbal statements (slander) require proof of special damage in all circumstances and are practically impossible to litigate.

Q15. Meena dictated a letter containing highly defamatory statements about her business competitor, Priya, to her personal assistant, Rajan, who typed and printed it. Meena then placed the printed letter in a sealed envelope and sent it directly to Priya. Priya, the sole recipient, opened and read the letter. Meena argued that since only Priya had read the letter, there had been no publication to any third party. Which of the following correctly identifies where publication occurred in this sequence of events?

(A) There was no publication at any stage because the letter was intended to be read only by its subject; defamation requires communication to a genuinely uninvolved third party.

(B) Publication occurred when Meena dictated the defamatory contents to Rajan, her personal assistant, since dictation of a defamatory statement to a typist or secretary constitutes communication to a third party and therefore publication; the subsequent delivery to Priya in a sealed envelope does not add a further publication since only the subject received it.

(C) Publication occurred when Rajan typed and printed the letter; printing itself constitutes publication regardless of how the document is thereafter handled.

(D) There was no publication because Priya, as the subject of the statement, cannot be a victim of publication to herself; defamation requires a third party other than the plaintiff to receive the statement.

Q16. A property developer announced plans to construct a large waste processing facility adjacent to an established residential neighbourhood. Residents, alarmed by detailed technical evidence showing that the planned facility would generate noxious odours and vibration affecting their properties once operational, sought a court injunction before construction was completed, to prevent the nuisance from ever commencing. The developer argued that the court could not act until an actual nuisance had occurred. Which of the following correctly states the availability of injunctive relief to restrain a threatened nuisance before it materialises?

(A) A court may grant a *quia timet* injunction to restrain a threatened nuisance before it actually occurs, provided the plaintiff establishes a real and imminent danger of interference with their legal rights, not merely a speculative or remote risk; the residents need not wait for the nuisance to commence before seeking relief.

(B) Courts have no jurisdiction to grant injunctions in anticipation of a tort; relief can only be granted after the tort has been committed and some damage has been suffered.

(C) An anticipatory injunction in nuisance is only available where the defendant has already caused nuisance on at least one prior occasion.

(D) A court may only award damages in lieu of an injunction for threatened nuisance; no injunction is available until the threat becomes an actual nuisance.

Q17. A city's municipal corporation was responsible for maintaining the stormwater drainage system. Over several years, the corporation ignored repeated complaints from residents of Sector 12 that a key drain adjacent to their properties was blocked with accumulated debris. During a period of moderate (not exceptional) rainfall, the blocked drain caused floodwater to back up and inundate four houses, damaging property and rendering them temporarily uninhabitable. The affected residents sued the corporation in nuisance. The corporation argued that it could not be liable for a nuisance it did not create, since the blockage had developed naturally from debris over time. Which of the following most accurately states the basis on which a public authority may be liable in nuisance for infrastructure it maintains?

(A) A public authority responsible for maintaining public drainage infrastructure can only be sued under its specific governing statute; common law nuisance does not apply to public bodies.

(B) A public authority is never liable in nuisance because it acts in the public interest and any nuisance caused is covered by the defence of statutory authority.

(C) Public authorities may only be liable in nuisance where they have affirmatively created the nuisance themselves; failure to maintain infrastructure causing a naturally occurring nuisance is not actionable.

(D) A public authority that is responsible for maintaining infrastructure, such as drainage, and that adopts or continues a nuisance on the land it controls by failing to take reasonable steps to abate it after receiving notice, may be liable in nuisance to those affected; following the principle in *Sedleigh-Denfield v O'Callaghan*, an authority that has knowledge of a nuisance-causing condition on land under its control and fails to act becomes responsible for it.

Q18. Sanjay was the registered owner of a flat that he had rented to a tenant, Priya. After a dispute arose over rent arrears, Sanjay arrived at the flat while Priya was inside, forced open the front door by breaking the lock, and entered the premises, citing his right as the property owner to inspect and recover possession. Which of the following correctly states whether Sanjay's entry constituted trespass, notwithstanding his claim to ownership?

(A) An owner's title to property gives an absolute right of entry at any time, and the manner of entry is irrelevant; entry by any means cannot constitute trespass against one's own property.

(B) Sanjay's entry was lawful because the tenant's failure to pay rent automatically revests possession in the landlord, removing any basis for a trespass claim.

(C) Even where a person has a legal right to a property, the use of force to enter premises that are in the actual possession of another person may constitute trespass if the manner of entry is unlawful; a landlord may not forcibly enter a tenant's premises without proper legal authority (such as a court order), and Sanjay's forcible entry may render him liable in trespass to land.

(D) Trespass to land applies only to entry by a stranger with no interest in the property; a dispute between an owner and tenant is governed exclusively by landlord-tenant legislation and cannot give rise to a common law trespass claim.

Q19. Reena left her bicycle locked outside a library. While she was inside, her neighbour Mohan moved the bicycle a few metres to allow his car to pass, without causing any damage to it, and then left it locked in a slightly different position. Reena was unaware of this. Mohan neither kept the bicycle nor denied Reena's ownership in any way. Reena wished to know whether Mohan's actions amounted to conversion of her bicycle. Which of the following correctly distinguishes trespass to goods from the tort of conversion?

(A) Any intentional physical contact with another person's goods constitutes conversion and entitles the owner to the full value of the goods as damages.

(B) Touching, moving, or temporarily handling another's goods without causing damage or denying the owner's title constitutes trespass to chattels but not conversion; conversion requires a dealing with the goods so seriously inconsistent with the owner's right to possession that it justifies the remedy of forced sale, such as selling, retaining, destroying, or fundamentally altering the goods; Mohan's brief, harmless movement of the bicycle is likely trespass to chattels at most and does not reach the threshold of conversion.

(C) Mohan's act cannot constitute any tortious interference because he caused no physical damage to the bicycle; tortious interference with goods requires proof of actual physical harm.

(D) Conversion can only be committed by a person who retains the goods indefinitely; temporary handling without intent to keep is never actionable.

Q20. Natasha engaged an independent electrical contractor, PowerFit Ltd, to rewire the high-voltage electrical system of her commercial building. During the rewiring, PowerFit's employee negligently failed to isolate a live circuit, causing a severe electrical shock to a visitor, Mr Kapoor, who was lawfully on the premises at the time. Natasha argued that since PowerFit was an independent contractor and not her employee, she bore no liability for the injury. Which of the following correctly states the principle governing an occupier's liability where an independent contractor creates a danger on the premises?

(A) An occupier who engages an independent contractor to carry out work involving an inherently dangerous activity, such as work on high-voltage electrical systems, remains potentially liable to persons on the premises for injuries caused by that work; the occupier must take reasonable steps to ensure that the contractor is competent and, where the work is inherently dangerous, may not simply delegate all responsibility to the contractor.

(B) An occupier has no duty of care in relation to work carried out by an independent contractor; liability passes entirely to the contractor once they take possession of the work area.

(C) The occupier's liability to visitors extends only to the structural condition of the premises, not to work being carried out on the premises by contractors.

(D) The occupier is liable for the contractor's acts only if the occupier had actual knowledge of the specific unsafe act that caused the injury.

Q21. Ramkishore was struck and killed by a vehicle that fled the scene before anyone could take note of its registration number or identity. The vehicle could not subsequently be identified despite police investigations. Ramkishore's widow wished to seek compensation for his death but was advised that since the vehicle could not be identified, no specific insurer or owner could be sued. She sought advice on whether any statutory compensation mechanism was available. Which of the following correctly describes the compensation available in India for victims of hit-and-run accidents involving unidentified vehicles?

(A) No compensation is available in Indian law where the vehicle involved in a fatal accident cannot be identified; the widow must pursue a civil suit against any identifiable person connected to the accident.

(B) The widow may apply to the Central Government for an ex-gratia payment; however, such payment is made as a matter of grace and not as a legal entitlement, and she must prove the negligence of the unidentified driver.

(C) The widow may claim compensation only from the state government road accident fund maintained under the National Highways Authority of India Act; no general insurance industry fund exists for hit-and-run victims.

(D) Under Section 161 of the Motor Vehicles Act 1988, where a motor vehicle involved in an accident causing death or grievous hurt cannot be identified, the victim's legal representatives may claim a fixed solatium (compensation) from the Solatium Fund maintained by the general insurance industry; proof of the identity of the vehicle or negligence of its driver is not required for such a claim.

Q22. Lalitha was injured in a road accident caused primarily by a speeding bus operated by a transport company. However, evidence showed that Lalitha had been crossing the road at an unauthorised location (not a designated pedestrian crossing) and was wearing dark clothing at night, making her less visible to drivers. The Motor Accidents Claims Tribunal found that the transport company's driver was primarily at fault but that Lalitha's conduct had contributed to the accident. Which of the following correctly states how contributory negligence may be taken into account by a MACT when assessing compensation?

(A) A MACT cannot reduce compensation on grounds of the victim's contributory negligence; the Motor Vehicles Act creates a strict liability regime under which full compensation must be paid regardless of the victim's conduct.

(B) Contributory negligence is only relevant in motor accident claims where the victim was also the driver of a vehicle involved in the accident; pedestrian victims cannot have their compensation reduced.

(C) A Motor Accidents Claims Tribunal may take the victim's contributory negligence into account and proportionally reduce the compensation award to reflect the degree to which the victim's own conduct contributed to the accident and their injuries; contributory negligence operates as a partial defence reducing (not eliminating) the award.

(D) A finding of contributory negligence by the MACT is a complete defence, relieving the transport company of all liability once the victim's contribution exceeds 25% of the total fault.

Q23. Mrs Tara purchased a refrigerator from an authorised dealer, accompanied by a manufacturer's written warranty valid for three years from the date of purchase. Within eighteen months, the compressor failed, rendering the refrigerator non-functional. When Mrs Tara approached the dealer for a replacement or refund, both the dealer and manufacturer refused, claiming the failure was due to a "power fluctuation" not covered by the warranty, despite no evidence supporting this claim. Which of the following correctly states the legal position regarding a consumer's rights in relation to an express warranty or guarantee under the Consumer Protection Act 2019?

(A) A warranty given by a manufacturer is a purely contractual promise enforceable only in a civil court; the Consumer Protection Act 2019 has no application to warranty claims.

(B) Under the Consumer Protection Act 2019, a seller or manufacturer who provides an express warranty or guarantee with a product is liable for breach of that warranty; the consumer is entitled to claim replacement, repair, or refund within the warranty period, and the seller or manufacturer bears the burden of showing that the defect was caused by an excluded event covered by a legitimate warranty exclusion.

(C) A consumer may only claim under a written warranty if the warranty document is countersigned by an authorised government officer; manufacturer warranties without such endorsement are not legally enforceable.

(D) Express warranties are superseded by the Consumer Protection Act 2019's implied conditions; once the Act applies, express warranty terms are of no legal effect.

Q24. A national consumer rights organisation, the Consumer Justice Forum, became aware that a major mobile phone manufacturer had sold thousands of handsets with a known battery defect that caused the phones to overheat and sometimes catch fire. Hundreds of individual consumers had suffered damage but had not individually filed complaints. The Consumer Justice Forum wished to file a single complaint before the appropriate consumer forum on behalf of all affected consumers. Which of the following correctly states the position under the Consumer Protection Act 2019 regarding complaints by consumer organisations on behalf of multiple consumers?

(A) Under Section 35(1)(c) of the Consumer Protection Act 2019, a recognised consumer association may file a complaint on behalf of consumers who have the same interest in the subject matter of the complaint; the association may proceed without obtaining specific written authority from each individual consumer it represents.

(B) A consumer organisation may only file a complaint on behalf of individual consumers if it first obtains a specific power of attorney from each consumer and files individual complaints that are subsequently consolidated.

(C) Consumer associations have no standing to file original complaints before a consumer forum; they may only file amicus curiae submissions in ongoing proceedings.

(D) The Consumer Protection Act 2019 does not permit class or representative complaints; each consumer must individually file their own complaint even where the defect and loss are identical across all cases.

Q25. Two competing businesses, Alpha Ltd and Beta Ltd, entered into a secret agreement under which they coordinated their activities to prevent a third competitor, Gamma Ltd, from obtaining contracts in the market. As part of this scheme, they unlawfully shared commercially sensitive information obtained through hacking Gamma's computer systems, and coordinated false rumours through third parties. Gamma suffered significant loss of business. Gamma sued Alpha and Beta in the economic torts. Which of the following most accurately describes the elements of an unlawful means conspiracy in these circumstances?

(A) Two or more defendants can only be liable for conspiracy if their primary and overriding purpose was to injure the plaintiff; if any legitimate commercial purpose was present, conspiracy cannot be established.

(B) Conspiracy requires proof of a formal agreement in writing; a tacit understanding between competitors is insufficient to found liability.

(C) Unlawful means conspiracy requires proof that the defendants acted exclusively to injure the plaintiff; injury as a subsidiary or incidental consequence of otherwise lawful commercial activities is insufficient.

(D) Where two or more defendants combine and use unlawful means (such as computer hacking and deliberate dissemination of false information) and intend to injure the plaintiff, an unlawful means conspiracy is made out even if injuring the plaintiff was not the defendants' primary purpose; the combination of unlawful means and intention to injure together are sufficient.

Q26. Vikram fraudulently misrepresented to Neha that a piece of land he sold her was unencumbered when in fact it was subject to a mortgage. Neha paid full market value for the land, receiving consideration that was arguably equivalent to the price paid given current valuations. However, as a result of the fraud, Neha had incurred legal obligations and liabilities in respect of the mortgage that she would not otherwise have undertaken. The defendant argued that since Neha suffered no net financial loss, the tort of deceit was not complete. Which of the following correctly states whether the tort of deceit is established in these circumstances?

(A) Deceit requires proof that the plaintiff suffered a net financial loss exceeding the value of any benefit received; where the plaintiff received equivalent market value, no actionable damage exists.

(B) The tort of deceit is committed only where the false statement was made in writing; oral misrepresentations are actionable only in contract.

(C) The tort of deceit is complete upon proof of a fraudulent false representation that was relied upon by the plaintiff and caused detriment to the plaintiff, even if the detriment does not take the form of a conventional monetary loss; being induced to incur obligations or liabilities one would not otherwise have assumed constitutes the requisite damage for the tort of deceit.

(D) Deceit as a tort is no longer separately actionable; all claims for fraudulent misrepresentation must be brought under the Misrepresentation Act.

Q27. A herd of cattle belonging to a farmer, Babu, strayed onto a busy state highway and caused a serious road accident in which a motorcyclist was severely injured. Babu's farm bordered the highway, and he had failed to maintain the boundary fencing despite knowing it was broken. The injured motorcyclist sued Babu. Babu argued that the common law rule on straying cattle meant he was not strictly liable for cattle straying onto a highway. Which of the following correctly states the legal position regarding liability for harm caused by cattle straying onto a public highway?

(A) The strict cattle-trespass rule applies in full to public highways; Babu is strictly liable for any damage caused by his cattle straying onto the highway without proof of any additional negligence.

(B) While the common law rule traditionally exempted owners from strict liability for cattle straying onto a public highway, liability may arise in negligence where the owner knew or ought to have known of the risk (such as through broken fencing) and failed to take reasonable steps to prevent the straying; Babu's knowledge of the broken fence and failure to repair it supports a negligence claim.

(C) No liability arises for road accidents caused by straying livestock because road users assume the risk of encountering animals when travelling through rural areas.

(D) Liability for straying cattle on a highway is governed exclusively by state-level cattle-trespass legislation; common law negligence has no application and a motorcyclist injured by cattle can only claim under the relevant state Act.

Q28. A nuisance in the form of a blocked underground drain causing flooding of neighbouring property had its origins in an obstruction created by a previous occupier of the offending land. The previous occupier had since left. The current occupier, Mr Singh, had inherited the blocked drain when he purchased the property, was aware of it, but had done nothing to remedy it. The landlord who had let the property to Mr Singh was also aware of the drainage problem before the tenancy commenced. Against whom may the affected neighbour bring a nuisance action?

(A) The creator of the nuisance (the previous occupier who created the obstruction) remains liable even after leaving the land; the current occupier who adopts or continues the nuisance by failing to abate it after acquiring knowledge is also liable; and the landlord who let property in a condition that will foreseeably create a nuisance may also be liable; all three may be potential defendants.

(B) Only the current occupier can be sued in nuisance; once the creator of a nuisance leaves the land, all liability for it transfers to whoever next occupies the land.

(C) The landlord is the sole defendant in nuisance since the landlord retains overall responsibility for the condition of the property during any tenancy.

(D) Only the person who originally created the nuisance can be sued; a current occupier who did not create it cannot be held liable in nuisance for a pre-existing condition.

Q29. Suresh suffered a back injury at work caused by his employer's negligence, for which liability was admitted. He was assessed to have a permanent partial disability that would reduce his earning capacity for the rest of his working life. However, two years after the accident and before the damages trial, Suresh independently developed a severe spinal condition entirely unrelated to the accident, which would have rendered him fully disabled irrespective of the work injury within approximately five years. The employer argued that the compensation should be limited to the period before the unrelated spinal condition would have incapacitated Suresh in any event. Which of the following correctly states the legal principle applicable when a tortiously injured plaintiff subsequently develops an unrelated condition that would have caused similar disability?

(A) Once a tortfeasor is liable for injuring a plaintiff, they must compensate for all losses flowing from that injury for the plaintiff's entire natural lifetime, regardless of any subsequent unrelated conditions.

(B) The supervening unrelated condition is completely irrelevant to the assessment of damages; the court will award damages as if the supervening condition did not exist.

(C) A supervening condition is only relevant if it was foreseeable at the time the tort was committed; an unforeseeable later condition cannot affect the quantum of damages.

(D) Where a plaintiff who has been tortiously injured subsequently develops an unrelated condition that would, irrespective of the tort, have incapacitated the plaintiff within a foreseeable period, the tortfeasor's liability is limited to the period before the supervening condition would have caused the same disability; the court does not compensate for losses that would have occurred in any event due to the unrelated condition.

Q30. Rohan's neighbour had been regularly dumping garden waste onto a strip of Rohan's land without permission since 2016. The dumping occurred repeatedly, approximately once a month. Rohan sought legal advice in 2026 and was told that some of the earlier acts of dumping, going back to 2016, might be time-barred under the applicable limitation period for trespass. He wished to know whether he could still sue for the more recent incidents. Which of the following correctly explains the legal significance of characterising the neighbour's conduct as a continuing tort?

(A) Once the first act of trespass occurred and became time-barred, the entire series of acts is extinguished; a plaintiff must sue for all acts of the same type in a single action or lose the right to sue.

(B) A continuing tort is treated as a single cause of action that accrues at the date of the first act; if the first act is time-barred, all subsequent acts in the series are also time-barred.

(C) A continuing tort, such as repeated trespass or ongoing nuisance, gives rise to a fresh cause of action with each repetition; the limitation period begins afresh with each day's wrongdoing, so while acts before the limitation cut-off may be time-barred, more recent acts within the limitation period remain actionable and Rohan can seek damages for those recent incidents.

(D) Trespass to land is never a continuing tort; each act of trespass is a separate, isolated cause of action and must be sued upon within the limitation period calculated from that specific act only.

Q31. A newspaper article reported that "questions have been raised in certain quarters about the accounting methods used by Clearwater Holdings, whose chairman is Mr Patel." Mr Patel claimed the words were defamatory because some readers might interpret them as implying that he had engaged in fraudulent accounting. The newspaper argued that the words were entirely neutral on their face and could not be defamatory. The court was asked to determine the natural and ordinary meaning of the words. Which of the following correctly states the test for determining the defamatory meaning of words?

(A) The defamatory meaning of words is determined by the most hostile or uncharitable reading that any member of the public might place on them; the plaintiff is entitled to the benefit of the worst possible interpretation.

(B) The natural and ordinary meaning of words in defamation is assessed from the perspective of a reasonable, ordinary reader who reads the publication without special knowledge; the court asks what meaning such a reader would take from the words, neither over-reading nor under-reading them; whether the words in that meaning are defamatory is a question of fact.

(C) Defamatory meaning is determined solely by the defendant's intention; if the author did not intend a defamatory meaning, the words cannot be defamatory as a matter of law.

(D) The defamatory meaning of words is always a question of law for the judge at every stage of the proceedings; the jury has no role in assessing whether words are defamatory in their natural and ordinary meaning.

Q32. Preethi was employed as a sales representative by TechMart Ltd. Her duties required her to drive her employer's car to visit clients across the city. On one such journey, after completing a client visit, she drove approximately two kilometres off her prescribed route to post a personal letter at a specific post office before returning directly to the office. On that brief detour, she negligently collided with a cyclist, injuring him. TechMart Ltd argued she was not in the course of employment during the detour. Which of the following correctly applies the *frolic* versus *deviation* distinction in determining whether Preethi was in the course of employment?

(A) A small, brief deviation from an authorised route for a minor personal purpose does not take the employee outside the course of employment if the overall journey is authorised and the deviation is trifling in scale and duration; TechMart may be vicariously liable for the accident occurring during this slight detour.

(B) Any personal purpose during an authorised work journey, however small, constitutes a frolic of the employee's own, taking all acts during that period outside the course of employment.

(C) An employee is only in the course of employment when physically on the client's premises; travel between clients or to the office is never within the course of employment.

(D) Vicarious liability for road accidents is governed exclusively by the Motor Vehicles Act 1988; common law course-of-employment principles are irrelevant to accidents on public roads.

Q33. Mrs Kumari purchased a defective air-conditioning unit in April 2022. The defect caused a fire and property damage in June 2022. Due to a serious illness that hospitalised her for most of 2022 and 2023, she was unable to pursue any legal action during that period. She filed a consumer complaint in August 2024, more than two years after her cause of action arose. She also filed an application for condonation of delay. Which of the following correctly states the principles governing condonation of delay under Section 69 of the Consumer Protection Act 2019?

(A) The two-year limitation period under the Consumer Protection Act 2019 is an absolute bar; the Commission has no power to condone delay under any circumstances once the two-year period has expired.

(B) Condonation of delay is automatic under Section 69 once the complainant files an application; the Commission cannot refuse to condone if an application is made.

(C) The Commission may condone delay only where the complainant had no knowledge of the defect within the two-year period; delay caused by illness or other personal circumstances cannot constitute sufficient cause.

(D) The Commission has discretion under Section 69 of the Consumer Protection Act 2019 to condone a delay beyond the two-year limitation period if the complainant shows sufficient cause; genuine inability to file the complaint due to serious illness or hospitalisation may constitute sufficient cause justifying condonation, though mere oversight, ignorance of the remedy, or general busyness does not suffice; the discretion is to be exercised judiciously.

Q34. A Motor Accidents Claims Tribunal passed an award in favour of the accident victim on 15 March 2024. The insurance company, aggrieved by the quantum of the award, wished to appeal to the High Court but, due to its legal department being overwhelmed with other litigation, the appeal was filed 120 days after the award, which was 30 days beyond the 90-day period prescribed under Section 173 of the Motor Vehicles Act 1988. The insurance company filed a separate application seeking condonation of the delay, contending that the heavy workload of its legal department was sufficient cause. Which of the following correctly states the position on condonation of delay in appeals to the High Court under Section 173?

(A) The 90-day limitation period under Section 173 is absolute; the High Court has no jurisdiction to condone any delay in filing an appeal against a MACT award, regardless of the reason.

(B) The High Court must condone the delay once the insurer demonstrates it was engaged in other litigation; commercial preoccupation always amounts to sufficient cause.

(C) The High Court has the power to condone delay in filing an appeal under Section 173 of the Motor Vehicles Act 1988 if sufficient cause is shown; however, mere organisational inconvenience or heavy workload of an insurance company's legal department is generally not regarded as sufficient cause, while genuine obstacles such as poverty, illness, or lack of access to legal advice may be accepted; the court exercises its discretion carefully to balance the rights of the respondent victim against the appellant's circumstances.

(D) Condonation of delay in MACT appeals is governed exclusively by the Limitation Act 1963; the Motor Vehicles Act 1988 itself confers no power on the High Court to condone delay.

Q35. Shilpa left her expensive professional camera with her colleague Tarun for safekeeping over a weekend while Shilpa travelled. Tarun agreed to keep it without any payment or reward. While the camera was in Tarun's possession, it was damaged because Tarun carelessly left it on a window ledge where it was knocked over by a gust of wind. Shilpa sued Tarun in negligence for the damage to the camera. Tarun argued that as a gratuitous (unpaid) bailee he owed only a minimal duty that he had not breached. Which of the following correctly states the duty of care owed by a bailee in respect of goods entrusted to them?

(A) A bailee owes no duty of care whatsoever to the bailor for goods held gratuitously; only a bailee for reward has any legal obligation towards the bailor.

(B) A bailee owes the bailor a duty of care in relation to the bailed goods; the standard of care required depends on whether the bailment is gratuitous or for reward, with a gratuitous bailee required to exercise the care that a reasonably careful person would take of their own property; if Tarun's careless placement of the camera fell below this standard, he is liable in negligence for the resulting damage.

(C) A gratuitous bailee is only liable for deliberate destruction of the bailed goods; negligent loss or damage is not actionable against a bailee who accepted the goods without payment.

(D) A bailee is strictly liable for any loss of or damage to bailed goods, regardless of whether the bailee exercised reasonable care; the mere fact that the goods were damaged while in the bailee's custody establishes liability.

Q36. TechCorp Ltd commenced an action against its former employee, Ms Das, alleging that she had misappropriated confidential business information and was about to use it for the benefit of a rival company. TechCorp applied for an interlocutory (interim) injunction to restrain Ms Das from using or disclosing the information until the full trial. Ms Das argued that she had a right to use her general professional skills and that TechCorp had an adequate remedy in damages. The court was required to determine whether to grant the interim injunction. Which of the following correctly states the legal test for granting an interlocutory injunction as established in *American Cyanamid Co v Ethicon Ltd* [1975]?

(A) On an application for an interlocutory injunction, the court considers: (i) whether the plaintiff has a good arguable case (a serious question to be tried); (ii) whether damages would be an adequate remedy if the injunction is refused; (iii) where the balance of convenience lies if both parties would suffer hardship from the order; and (iv) whether the status quo should be preserved pending trial; the court does not conduct a mini-trial on the merits at the interlocutory stage.

(B) A court granting an interlocutory injunction must be satisfied on the balance of probabilities that the plaintiff will succeed at trial; a lower threshold is not sufficient to justify restraining the defendant's activities before judgment.

(C) Interlocutory injunctions in employment disputes are always refused because courts will not specifically enforce personal service obligations; the employee's right to work takes absolute precedence at the interim stage.

(D) An interlocutory injunction can only be granted if the plaintiff establishes that the defendant acted in bad faith; honest but mistaken breach cannot be restrained by interim order.

Q37. Mr Naresh purchased a high-end laptop that developed multiple faults within three months. He complained to the seller and manufacturer, but both refused to take any corrective action. He filed a consumer complaint before the District Consumer Disputes Redressal Commission. He sought not only replacement of the laptop but also compensation for the business losses he had suffered because of the laptop's failure, an order directing the manufacturer to recall the defective batch, and an award of legal costs. Which of the following correctly states the range of remedies available to the Commission under the Consumer Protection Act 2019 in a complaint involving defective goods?

(A) A consumer forum may only award refund of the purchase price; it has no power to award compensation for consequential losses, order recall of goods, or award costs.

(B) The Commission's powers are limited to directing repair or replacement; monetary compensation and recall orders fall outside the scope of the Consumer Protection Act 2019.

(C) Consumer forums may award either repair or replacement but not both; the consumer must elect a single remedy before the Commission can make any order.

(D) Under the Consumer Protection Act 2019, the Commission may award one or more of the following: removal of the defect, replacement of the goods, return of the purchase price, compensation for any loss or injury suffered, removal of hazardous goods from the market, discontinuation of an unfair trade practice, and an award of costs; the available remedies are cumulative and the Commission may make multiple orders tailored to the circumstances of the case.

Q38. A private reservoir owner stored water in an artificial lake on his land. Following an extraordinary rainfall event described in meteorological records as the most severe in 200 years, exceeding all historical records for the region, the reservoir's overflow structures were overwhelmed and water escaped, flooding a neighbour's land. The neighbour sued under *Rylands v Fletcher*. The reservoir owner pleaded act of God. Which of the following correctly states what natural events qualify as an "act of God" sufficient to defeat strict liability under the Rylands rule?

(A) Any natural weather event, including ordinary seasonal flooding, automatically qualifies as an act of God and defeats a Rylands claim; the defendant need only show that the escape was caused by a natural occurrence rather than their own act.

(B) Act of God is not a recognised defence to the rule in *Rylands v Fletcher*; only consent of the plaintiff or statutory authority can defeat a Rylands claim.

(C) An act of God, sufficient to defeat Rylands liability, must be a sudden and extraordinary natural event of a character so severe that no human foresight or prudence could reasonably have anticipated it; ordinary or predictable weather patterns, or foreseeable seasonal conditions, do not qualify; an extraordinary rainfall event exceeding all 200-year records may qualify, whereas merely heavy but seasonally expected rainfall would not.

(D) Act of God is a complete defence to any strict liability claim, including absolute liability under Indian law; both Rylands strict liability and M.C. Mehta absolute liability are defeated by any natural event.

Q39. Branches from a large tree growing on Dinesh's property had extended over the boundary wall and were damaging the roof of Seema's house. Seema wished to enter Dinesh's garden herself to cut back the encroaching branches without first notifying Dinesh, because she thought prior notice would prompt Dinesh to obstruct the work. She sought advice on whether she could lawfully exercise the self-help remedy of abatement. Which of the following correctly states the conditions governing the self-help remedy of abatement of a nuisance?

(A) A person who has suffered a nuisance may enter the neighbour's land to abate it at any time and in any manner they see fit, without any prior requirement of notice or restriction on the extent of action taken.

(B) The right to abate a nuisance by entering a neighbour's land generally requires prior notice to the neighbour before entry, unless the nuisance requires immediate abatement in an emergency; the person abating must cause only the minimum necessary damage and must confine their actions to removing the nuisance itself; exercising the right of abatement without prior notice where no emergency exists may render Seema liable for trespass.

(C) The right of abatement is available only to public authorities; private individuals cannot enter another person's land to abate a nuisance under any circumstances.

(D) A person may enter a neighbour's land to abate a nuisance only if they have first obtained a court order authorising the entry; self-help abatement without a court order is never permitted.

Q40. Meena was severely injured in a road accident in January 2023. She filed a claim petition before the Motor Accidents Claims Tribunal in March 2023. The Tribunal heard the case and, in its final award in November 2024, assessed compensation at Rs. 15 lakh. Meena requested the Tribunal to also award interest on the compensation sum from the date of filing the claim petition, to account for the time-value of money and the delay in receiving payment. The insurance company objected, arguing that interest on MACT awards was discretionary and should not be awarded in this case. Which of the following correctly states the position on interest in MACT compensation awards?

(A) A Motor Accidents Claims Tribunal may award interest on the compensation sum from the date of filing the claim petition; interest is part of the just and fair compensation to which the victim is entitled and courts have consistently held that denying interest without good reason is contrary to the spirit of the Motor Vehicles Act; the standard rate awarded is approximately 9% per annum simple interest.

(B) A MACT may not award interest on compensation; the Motor Vehicles Act 1988 restricts the Tribunal's powers to awarding the principal compensation sum only, and interest can only be claimed in a separate civil suit.

(C) Interest on MACT awards is only available from the date of the final award, not from the date of filing the claim; the Tribunal has no power to award pre-award interest.

(D) Interest on MACT compensation awards may only be awarded where the insurer deliberately delayed the proceedings; if the case took a normal amount of time to be decided, no interest is payable.

Detailed Solutions

Q1.

Solution

Concept — Capacity to Sue and Be Sued in Tort: Minors: A minor is not without legal capacity in tort law. A minor may sue in tort, but since a minor lacks full legal capacity to conduct litigation independently, proceedings on their behalf are brought through a next friend or guardian ad litem. Equally, a minor may be held personally liable in tort for wrongs they commit, although the standard of care may be calibrated to that expected of a child of similar age and experience. Incapacity to contract does not extend to an incapacity to commit or suffer a tort.

Analysis: Arjun can sue the shopkeeper for negligence through his father as next friend. The neighbour can sue Arjun directly for the damage caused by throwing the stone. Age does not bar either suing or being sued in tort.

Why other options are wrong:

- **Option A:** There is no rule requiring tort proceedings to await the minor's majority; proceedings may be commenced immediately through a next friend.
- **Option B:** Lack of contractual capacity does not immunise a minor from tortious liability; the two are governed by different rules.
- **Option C:** There is no rule restricting a minor's right to sue to cases where the defendant is also a minor; minors may sue adult defendants.

Final Answer: A minor may sue through a next friend and is personally liable in tort; age bars neither capacity. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q1

Q2.

Solution

Concept — Joint vs Independent Tortfeasors: Joint tortfeasors are those who act in concert or pursuant to a common design to cause the plaintiff's harm. Independent tortfeasors each cause the same damage independently, without any concert or common design. The critical question for indivisible harm is whether both categories may attract joint and several liability. Courts have long recognised that where independent tortfeasors together produce a single indivisible injury, the plaintiff may recover the full loss from either or both.

Analysis: The factory and chemical plant acted independently without any common design. Nevertheless, their combined discharges caused indivisible harm (total destruction of the fish stock). This is the paradigm case of independent concurrent tortfeasors causing an indivisible injury; the plaintiff may hold both jointly and severally liable.

Why other options are wrong:

- **Option A:** Independent tortfeasors can be jointly and severally liable for indivisible harm even without concert; the factory's argument fails.
- **Option B:** A formal pre-existing agreement is not required for joint and several liability for indivisible harm caused by independent tortfeasors.
- **Option D:** There is no procedural rule preventing a plaintiff from joining both joint and independent tortfeasors in a single action.

Final Answer: Independent tortfeasors causing indivisible harm are jointly and severally liable; the plaintiff may recover full loss from either or both. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q2

Q3.

Solution

Concept — Effect of Limitation on Tort Claims: The running of the limitation period does not destroy the underlying cause of action or retroactively extinguish the legal wrong done to the plaintiff. What expires is the remedy: the plaintiff loses the right to bring a suit. The defendant may plead the expiry of limitation as a complete defence. The legal obligation, however, technically subsists, which is why, for example, if the defendant voluntarily pays after the limitation period has expired, the payment is valid and cannot be recovered as a gift without cause.

Analysis: Kavita's cause of action for the collapsed wall remains legally intact, but her remedy of bringing suit is barred. The neighbour's plea of limitation is a complete and effective defence. Option B correctly reflects this distinction between the cause of action and the remedy.

Why other options are wrong:

- **Option A:** Limitation bars the remedy; it does not extinguish the cause of action or the underlying duty.
- **Option C:** Limitation applies to all tort claims including property damage; there is no such category distinction.
- **Option D:** While courts routinely dismiss time-barred suits, the process in-

volves the defendant raising limitation; the obligation to consider whether prejudice is relevant arises in some statutory condonation contexts.

Final Answer: Limitation bars the remedy but does not extinguish the cause of action; the defendant may plead it as a complete defence. $\Rightarrow$ $\boxed{B}$

Answer: (B) Go Back to Q3

Q4.

Solution

Concept — Hedley Byrne Assumption of Responsibility Extended to Construction Context: The *Hedley Byrne & Co Ltd v Heller & Partners Ltd* [1964] principle establishes that where a party voluntarily assumes responsibility for providing information or advice, knowing that the recipient will rely on it, and the recipient does rely on it to their detriment, a duty of care in respect of pure economic loss arises. This principle has been extended beyond the original adviser-advisee relationship to cases where a professional knows that their advice will be passed on to and relied upon by a specific third party.

Analysis: Priya knew that the structural assessment would be communicated to and relied upon by apartment purchasers. By providing the report in those circumstances she effectively assumed responsibility towards the purchasers. Even without a contract, a tortious duty of care may be owed, and she may be liable for the economic loss flowing from her negligent error.

Why other options are wrong:

- **Option B:** The absence of a direct contract is not an absolute bar once assumption of responsibility is established; *Hedley Byrne* operates in tort independently of contract.
- **Option C:** Pure economic loss is recoverable in negligence where a *Hedley Byrne* duty arises; the general rule against recovery of pure economic loss has this well-established exception.
- **Option D:** There is no requirement of direct personal communication to each purchaser; the duty arises from knowledge that the advice will be relied upon by an identifiable class.

Final Answer: A professional who knows their advice will be relied upon by a specific third party may assume responsibility in tort even without a contract. $\Rightarrow$ $\boxed{A}$

Answer: (A) Go Back to Q4

Q5.

Solution

Concept — Recognised Psychiatric Illness Required for Nervous Shock Claims: Tort law requires that a claimant who seeks to recover for psychiatric injury must have suffered a medically recognised psychiatric illness, not merely ordinary grief, distress, sorrow, or emotional upset that falls within the range of ordinary human experience. This requirement was underscored in *Hinz v Berry* [1970], where the Court of Appeal confirmed that grief per se does not give rise to a cause of action, and the distinction between normal bereavement reactions and clinical psychiatric conditions is fundamental to the cause of action.

Analysis: Suresh's symptoms — grief, sadness, and sleeplessness — were confirmed by psychiatric assessment to fall short of any recognised psychiatric illness. Despite being a primary victim within the zone of danger, he cannot recover because he has not suffered the legally required form of harm.

Why other options are wrong:

- **Option A:** Emotional distress alone, however genuinely experienced, does not satisfy the threshold requirement of a recognised psychiatric illness.
- **Option B:** The tort described (intentional infliction of emotional distress) is a separate tort with different elements; a claim in negligence for psychiatric injury requires a recognised illness.
- **Option C:** There is no durational threshold substituting for the requirement of a recognised psychiatric illness; the diagnosis-based requirement is absolute.

Final Answer: A recognised psychiatric illness (not mere grief or distress) is an essential requirement for a nervous shock claim in negligence. $\Rightarrow \boxed{\text{D}}$

$\boxed{\textbf{Answer: (D)}}$ Go Back to Q5

Q6.

Solution

Concept — Caparo Incrementalism in Novel Duty Situations: *Caparo Industries plc v Dickman* [1990] established that a duty of care requires: (i) that harm was reasonably foreseeable; (ii) that there was proximity between the parties; and (iii) that it is fair, just and reasonable to impose a duty. Importantly, the House of Lords emphasised an incremental approach: courts should develop the law of negligence by analogy with established categories rather than by resort to a single broad principle. In novel situations lacking established precedent, the absence of close analogy is a strong indicator that no duty should be imposed.

Analysis: The claim against the financial regulator is novel. Courts would apply the three-stage *Caparo* test and look for close analogies in existing case law. The lack of a prior precedent holding financial regulators directly liable to individual depositors weighs heavily against imposing a duty. Option C accurately describes this approach.

Why other options are wrong:

- **Option A:** Factual causation alone does not suffice; the three-stage Caparo test applies to novel situations and established categories alike.
- **Option B:** Foreseeability alone is insufficient; proximity and policy considerations are equally required.
- **Option D:** Public harm does not automatically create a duty of care; proximity and policy requirements must still be satisfied.

Final Answer: Novel duty situations require Caparo three-stage analysis plus incremental analogy; absence of precedent weighs against imposing duty. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q6

Q7.

Solution

Concept — General Practitioner's Duty and Medical Referral Negligence: A general practitioner owes a duty of care to their patient that encompasses not only treatment decisions but also the decision whether to refer the patient to a specialist. Where clinical guidelines or a reasonable body of medical opinion would regard an urgent specialist referral as necessary given a patient's symptoms, a failure to make such a referral may constitute a breach of the duty of care. If that breach caused a materially worse outcome (e.g., cancer advancing to a less treatable stage), the GP is liable for the additional harm attributable to the delay.

Analysis: Dr Batra's failure to act on "red flag" symptoms and refer Ramesh for urgent cancer investigation was a breach of duty. The evidence established that prompt referral would have led to earlier, more treatable diagnosis and materially better prognosis. Causation is established on the material worsening-of-outcome basis.

Why other options are wrong:

- **Option A:** The GP's duty of care extends to referral decisions; specialist referral is a core component of primary care responsibility.

- **Option C:** Causation does not require certainty of prevention; materially worse outcome or loss of a real and substantial chance of a better outcome may suffice.
- **Option D:** No rule requires evidence from a minimum of three specialists; standard expert medical evidence rules apply.

Final Answer: A GP who fails to make an urgently indicated referral is liable in negligence for the materially worse outcome caused by the delay. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q7

Q8.

Solution

Concept — Non-Natural Use of Land under Rylands v Fletcher: The rule in *Rylands v Fletcher* [1868] requires that the defendant brought onto their land and accumulated there something likely to do mischief if it escapes, and that this constitutes a non-natural use of the land. Non-natural use goes beyond ordinary use of land; it involves something out of the ordinary course of things, bringing with it a special danger to others, particularly in the context of the immediate neighbourhood. Storing large quantities of inflammable or hazardous industrial substances in a residential area is a classic non-natural use.

Analysis: Storing thousands of litres of high-octane aviation fuel in tanks located in a residential neighbourhood for commercial refining operations is the paradigm of non-natural use. Options B, C, and D all describe ordinary or domestic uses of water, which are natural uses (as confirmed in *Transco v Stockport MBC*).

Why other options are wrong:

- **Option B:** A small ornamental garden pond fed by a domestic water connection is a natural and ordinary domestic use of land.
- **Option C:** Using an existing stream to water livestock without artificial storage is natural use of a naturally occurring feature.
- **Option D:** A standard hospital domestic water tank is ordinary and necessary for building operations; *Transco* confirmed that ordinary domestic or commercial water supply is a natural use.

Final Answer: Large-scale storage of aviation fuel in a residential area for commercial refining is a non-natural use engaging Rylands strict liability. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q8

Q9.

Solution

Concept — Personal Injury and Rylands v Fletcher: Transco Position: In *Transco plc v Stockport Metropolitan Borough Council* [2003], the House of Lords confirmed and restricted the scope of the rule in *Rylands v Fletcher*. Lord Bingham held that the rule is an extension of the law of nuisance, which protects interests in land. As a consequence, the rule extends only to damage to land or property, not to claims for personal injury. Victims of personal injury from an escape must pursue their claims in negligence rather than under the Rylands rule.

Analysis: The residents suffered personal injuries, not damage to land or property interests. Under the *Transco* analysis, Rylands does not apply to their personal injury claims. They must establish negligence, breach of duty, and causation in the conventional way. Option D correctly states this position.

Why other options are wrong:

- **Option A:** Personal injury is expressly excluded from the Rylands rule under English law post-Transco; the rule is confined to property damage.
- **Option B:** No such requirement (claimant being on own land) modifies the escape requirement for property damage; the personal injury exclusion is categorical.
- **Option C:** There is no requirement of subjective intention to cause harm; the Rylands rule has always operated without proof of intent.

Final Answer: Post-*Transco*, the Rylands rule does not extend to personal injury claims; residents must sue in negligence. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q9

Q10.

Solution

Concept — Escape from the Defendant's Land: Essential Element of Rylands: The rule in *Rylands v Fletcher* requires as a core element that the dangerous thing escape from the land where the defendant keeps it to another person's land or property, causing damage there. Where the harm occurs entirely on the defendant's own premises, without any escape to a third party's land or property, this essential element is not satisfied and the Rylands rule is inapplicable. The injured person's claim in such circumstances must be based on occupiers' liability or negligence.

Analysis: Mohan was injured entirely on Sunil's premises when a container tipped over on Sunil's own property. There was no escape of the chemicals from Sunil's land to any other land or property. The escape element of Rylands is not satisfied, and the rule does not apply to Mohan's claim. Option C correctly identifies this.

Why other options are wrong:

- **Option A:** Industrial chemicals are potentially sufficiently dangerous for Rylands purposes; dangerousness is not the element that fails here.
- **Option B:** While occupiers' liability law applies to Mohan as a visitor (licensee or invitee), the reason Rylands fails is not his visitor status but the absence of an escape from the defendant's land.
- **Option D:** Malice or recklessness has never been an element of the Rylands rule; it is a strict liability rule requiring only that the defendant brought the thing onto the land and it escaped.

Final Answer: Rylands requires escape from the defendant's land; harm occurring entirely on the defendant's premises does not satisfy this requirement. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q10

Q11.

Solution

Concept — Vicarious Liability with Mixed Motive: Close Connection Test (*Mohamud v WM Morrison*): In *Mohamud v WM Morrison Supermarkets plc* [2016], the Supreme Court confirmed and clarified the close connection test for vicarious liability. The key question is whether the employee's wrongful act was so closely connected with what they were employed to do that it would be fair and just to hold the employer liable. Mixed motives (part personal grievance, part employment-related action) do not automatically exclude liability; what matters is whether the tortious act was sufficiently connected with the employment role.

Analysis: Deepak's role as door security guard involved managing patron interactions at the entrance. His assault of Vikram arose directly from a confrontation at the door during the performance of his security duties. The close connection between the door-management role and the assault is clear; the personal element does not break the connection. Option B correctly states this analysis.

Why other options are wrong:

- **Option A:** The presence of any personal motive does not automatically exclude vicarious liability; mixed motives are analysed through the close connection test.

- **Option C:** Express authorisation or ratification of the use of force is not required; the test is sufficient connection, not authorisation.
- **Option D:** Location and contracted hours are factors but not determinative; acts off the immediate premises that are closely connected to employment may still attract vicarious liability.

Final Answer: The close connection between Deepak's security role and the assault makes the employer potentially vicariously liable despite Deepak's mixed motive. ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q11

Q12.

Solution

Concept — Vicarious Liability in Partnership: Joint Enterprise: In a general partnership, each partner acts as agent for the other partners in carrying out partnership business. Consequently, each partner is vicariously liable for the torts committed by a co-partner in the ordinary course of the partnership business or with the authority of their co-partners. This is analogous to the principle in *Dubai Aluminium Co Ltd v Salaam* [2002], where the House of Lords applied vicarious liability principles to partnerships, holding partners liable for a co-partner's wrongful acts committed in the ordinary course of the firm's business.

Analysis: Bimal's negligence occurred during a site visit carried out in furtherance of the shared architectural practice. It was squarely within the ordinary course of the partnership business. Anita, as Bimal's partner, is vicariously liable for Bimal's tort regardless of her absence from the site.

Why other options are wrong:

- **Option B:** Physical presence and opportunity to prevent are not prerequisites for a partner's vicarious liability; the partnership relationship itself creates the liability.
- **Option C:** Partners are subject to vicarious liability rules through the agency principle underlying partnership law; joint enterprise liability is well established.
- **Option D:** Vicarious liability among partners arises from the agency relationship inherent in partnership law, not from contractual indemnity clauses.

Final Answer: Each partner is vicariously liable for a co-partner's torts committed in the course of the partnership business. ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q12

Q13.

Solution

Concept — Absolute Privilege: State Legislature Proceedings (Article 194): Article 194 of the Constitution of India provides that: (i) there shall be freedom of speech in the Legislature of every State; (ii) no Member shall be liable to any proceedings in any court in respect of anything said or any vote given by them in the Legislature or any committee thereof; and (iii) no person shall be so liable in respect of the publication by or under the authority of such a House of any report, paper, votes, or proceedings. This is an absolute privilege – it is not defeated by malice and applies regardless of the falsity of the statement.

Analysis: Raghav made the statement during proceedings in the State Legislative Assembly. Article 194 confers absolute constitutional privilege on such statements. No defamation action, civil or criminal, lies against an MLA for statements made in the House. Mr Shah has no actionable claim.

Why other options are wrong:

- **Option A:** The privilege is absolute, not qualified; malice is irrelevant and cannot defeat it.
- **Option B:** Article 194 provides immunity from both civil suits (including defamation) and criminal prosecution; it is not limited to criminal immunity.
- **Option C:** Constitutional absolute privilege under Article 194 has no six-month time limit; it is a permanent protection for statements made in the House.

Final Answer: Article 194 of the Constitution confers absolute privilege on statements made in State Legislature proceedings; no defamation action lies. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q13

Q14.

Solution

Concept — Defamation in Employment Context: Qualified Privilege and Malice: A statement made by a former employer about a former employee to a prospective employer, in the context of an employment reference or informal inquiry, may attract qualified privilege as a communication made in discharge of a social or moral duty or in protection of a legitimate interest. However, qualified privilege is not absolute – it is defeated if the plaintiff can prove that the statement was made with malice (i.e., with knowledge of its falsity, recklessness as to its truth, or for some improper purpose). A false statement made carelessly or in bad faith will not be protected.

Analysis: The former employer stated Gaurav was "dismissed for dishonesty" when the investigation had cleared him of dishonesty. This false statement was made carelessly at a minimum, possibly in bad faith. Qualified privilege may attach, but it is likely defeated by malice or recklessness. Gaurav has a viable defamation claim.

Why other options are wrong:

- **Option A:** Employment communications are not absolutely privileged; absolute privilege is confined to specific contexts such as judicial or parliamentary proceedings.
- **Option B:** Professional context does not confer complete exemption from defamation liability; qualified privilege (not immunity) may apply but is defeatable.
- **Option D:** Slander (verbal defamation) in employment contexts falls within actionable-per-se categories (imputing unfitness for profession); special damage proof is not always required for professional slander.

Final Answer: Employer references attract qualified privilege, which is defeated by malice or recklessness; a false statement in bad faith exposes the employer to defamation liability. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q14

Q15.

Solution

Concept — Publication in Defamation: Dictation to a Typist: In defamation, publication means communication of the defamatory statement to at least one person other than the plaintiff. The law has consistently held that dictating a defamatory letter to a typist or secretary constitutes publication, since the typist is a third party who receives the defamatory content (*Pullman v Hill & Co* [1891]). Sending a letter in a sealed envelope directly to the plaintiff, which is then opened and read only by the plaintiff, does not constitute publication to a third party.

Analysis: Publication occurred at the moment Meena dictated the defamatory contents to Rajan. Rajan, as a third party (not the subject of the statement), received the defamatory communication. The sending of the sealed letter to Priya does not add a further publication since the only reader was Priya herself.

Why other options are wrong:

- **Option A:** Publication requires communication to one third party – any single third party suffices; Rajan satisfies this requirement.
- **Option C:** Printing itself is not the act of publication; the communication of content to a third party (here, dictation to Rajan) is the relevant act.
- **Option D:** The subject (Priya) of the statement cannot receive a publication of a statement about herself; publication requires communication to someone other than the plaintiff.

Final Answer: Dictation of the defamatory letter to Rajan constituted publication; the sealed letter to Priya added no further publication. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q15

Q16.

Solution

Concept — Quia Timet (Anticipatory) Injunction for Threatened Nuisance: Courts of equity have long recognised the power to grant an injunction *quia timet* ("because he fears") to restrain a threatened wrong before it occurs. In the context of nuisance, a court may grant an anticipatory injunction if the plaintiff demonstrates a real and imminent danger of interference with their legal rights. It is not sufficient to point to a mere possibility or speculative future harm; the threat must be immediate and certain enough to justify injunctive intervention. The plaintiff need not wait for the nuisance to commence before applying for relief.

Analysis: The residents have detailed technical evidence of an imminent, real threat to their properties. The developer cannot insist that they wait until the nuisance actually commences. The court has jurisdiction to grant a *quia timet* injunction on a proper evidential foundation showing real and imminent danger. Option A correctly states this principle.

Why other options are wrong:

- **Option B:** Courts have always had jurisdiction to grant anticipatory injunctions in equity; relief is not confined to post-tort situations.
- **Option C:** There is no requirement of prior instances of the same nuisance; the *quia timet* jurisdiction is specifically designed for first-time threatened wrongs.
- **Option D:** A court may grant a *quia timet* injunction, not merely damages in lieu; damages in lieu under *Shelfer* criteria are an alternative to, not a substitute for, injunctive relief.

Final Answer: A *quia timet* injunction may restrain a real and imminent threatened nuisance before it occurs; the plaintiff need not wait. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q16

Q17.

Solution

Concept — Public Authority Liability in Nuisance: Adoption and Continuance: The principle established in *Sedleigh-Denfield v O'Callaghan* [1940] holds that an occupier of land who has knowledge of a nuisance existing on their land (whether created by themselves or by a trespasser) and who fails to take reasonable steps to abate it "adopts" the nuisance and becomes liable for it. This principle extends to public authorities responsible for maintaining public infrastructure: if the authority knows of a nuisance-causing condition on land or infrastructure under its control and fails to act, it becomes liable for that nuisance.

Analysis: The municipal corporation had received repeated complaints about the blocked drain. It had knowledge of the nuisance-causing condition and the means to remedy it. Its failure to act constitutes adoption or continuance of the nuisance. The rainfall was moderate, not extraordinary. The corporation is liable in nuisance to the affected residents.

Why other options are wrong:

- **Option A:** Common law nuisance applies to public bodies; there is no rule restricting actions against public authorities to statutory claims only.

- **Option B:** Statutory authority as a defence requires that the nuisance be an inevitable consequence of what the statute authorised; mere failure to maintain does not attract statutory authority protection.
- **Option C:** Adoption or continuance after knowledge is a recognised basis for liability; affirmative creation is not required.

Final Answer: A public authority that knows of and fails to abate a nuisance-causing condition on infrastructure it controls adopts the nuisance and is liable. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q17

Q18.

Solution

Concept — Trespass to Land: Entry with Unlawful Force: Trespass to land consists of any unjustifiable entry upon, or remaining upon, the land in the possession of another. A person's title or ownership of property does not give an unfettered right to enter by any means at any time, especially where another person is in lawful possession. A landlord who enters a tenant's premises by breaking the lock or using force commits trespass to land, even if the landlord believes they are entitled to possession, unless they have a court order or other specific legal authority for such entry. The manner of entry must be lawful.

Analysis: Priya, as a tenant, was in lawful possession of the flat. Sanjay's forcible entry by breaking the lock, even though he is the owner, was unlawful in the absence of a court order or legal authority. He committed trespass to land. His claim of ownership does not justify the manner of entry.

Why other options are wrong:

- **Option A:** Ownership does not confer a right of entry by any means; the tenant's possessory interest is protected against unlawful entry even by the owner.
- **Option B:** Rent arrears do not automatically revest possession in the landlord without legal process; a court order is required for repossession.
- **Option D:** Trespass between owner and tenant is well recognised in common law and is not excluded in favour of landlord-tenant legislation alone.

Final Answer: A landlord's forcible entry without legal authority constitutes trespass to land despite ownership; the tenant's possessory interest prevails. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q18

Q19.

Solution

Concept — Trespass to Goods vs Conversion: Trespass to goods (trespass to chattels) consists of any direct and intentional physical interference with another's goods without lawful justification. Conversion is a more serious interference: it involves dealing with goods in a manner so inconsistent with the owner's right to possession that it justifies the remedy of the forced sale (the plaintiff claiming the full value of the goods). The threshold for conversion is high; it requires conduct that effectively denies the owner's title or right to possession – such as selling, retaining, destroying, or substantially altering the goods. Merely touching or briefly moving goods without damaging them or denying the owner's title is trespass to chattels at most, and may not even reach that threshold if de minimis.

Analysis: Mohan briefly moved the bicycle a few metres, causing no damage, making no claim over it, and returned it to a locked position. He did not deny Reena's ownership or deal with it inconsistently with her title. His act may constitute trespass to chattels but clearly does not amount to conversion.

Why other options are wrong:

- **Option A:** Physical contact does not automatically constitute conversion; the threshold requires serious inconsistency with the owner's rights, not mere touching.
- **Option C:** Tortious interference with goods does not require physical damage; trespass to chattels is actionable without actual damage, though conversion typically requires more substantial interference.
- **Option D:** Conversion does not require indefinite retention; selling or destroying goods is also conversion even without long-term retention.

Final Answer: Brief, harmless movement of goods without denying title is trespass to chattels at most; it does not constitute conversion. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q19

Q20.

Solution

Concept — Occupiers' Liability for Independent Contractors Doing Inherently Dangerous Work: An occupier of premises who engages an independent contractor to carry out work that is inherently dangerous (i.e., that involves special or unusual risks that require particular skill or care to manage safely) cannot entirely escape liability by pointing to the contractor's independent status. The occupier must: (i) take reasonable care to ensure the contractor is competent; and (ii) where the work is inherently dangerous, may retain a residual duty that cannot be discharged simply by delegation. This principle was applied in *Bottomley v Todmorden Cricket Club* [2003] and reflects the non-delegable nature of certain occupier duties.

Analysis: High-voltage electrical rewiring is inherently dangerous work. Natasha as occupier retained a potential duty to visitors that she could not entirely discharge by engaging an independent contractor. She should have verified the contractor's competence and, for inherently dangerous work, may remain liable for injuries to visitors. Option A correctly identifies this principle.

Why other options are wrong:

- **Option B:** Liability does not pass entirely to an independent contractor for inherently dangerous work; the occupier retains residual responsibility.
- **Option C:** The occupier's duty extends beyond the structural condition of premises to dangers arising from operations conducted on them.
- **Option D:** Actual knowledge of the specific unsafe act is not required; the duty arises from the inherently dangerous nature of the work.

Final Answer: An occupier who engages a contractor for inherently dangerous work remains potentially liable; the duty cannot be entirely delegated. $\Rightarrow \boxed{A}$

$\boxed{\text{Answer: (A)}}$ Go Back to Q20

Q21.

Solution

Concept — Hit-and-Run Accidents: Section 161, Motor Vehicles Act 1988 and the Solatium Fund: Section 161 of the Motor Vehicles Act 1988 (as amended) provides a specific mechanism for victims of hit-and-run accidents where the motor vehicle responsible for the accident cannot be identified. In such cases, the victim or their legal representatives may claim a fixed solatium (a set amount of compensation as solace) from the Solatium Fund, which is maintained by the general insurance industry and administered under the scheme. Crucially, this claim does not require identification of the vehicle or proof of negligence of the driver – it is available simply upon proof that the accident occurred and caused the relevant death or grievous hurt.

Analysis: Ramkishore was killed by an unidentified vehicle. His widow falls precisely within the class of persons for whom Section 161 and the Solatium Fund scheme was created. She is entitled to claim the statutory solatium without needing to identify the vehicle or prove negligence. Option D correctly describes this scheme.

Why other options are wrong:

- **Option A:** Indian law specifically provides for this scenario through the Solatium Fund under Section 161; the widow is not without remedy.
- **Option B:** The Solatium Fund claim is a legal entitlement, not merely ex-gratia; and proof of negligence is not required.
- **Option C:** The Solatium Fund under the Motor Vehicles Act is maintained by the general insurance industry; it is not restricted to the NHAI fund.

Final Answer: Section 161 MV Act enables claims from the Solatium Fund for unidentified-vehicle accidents without proof of driver identity or negligence. ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q21

Q22.

Solution

Concept — Contributory Negligence in Motor Accident Claims Tribunal Proceedings: The Motor Vehicles Act 1988 does not exclude the operation of contributory negligence as a defence. In *National Insurance Co Ltd v Swaran Singh* [2004], the Supreme Court of India affirmed that contributory negligence by the victim is a relevant consideration in MACT proceedings and may result in a proportional reduction of the compensation awarded. The Tribunal may apportion responsibility between the defendant and the victim and reduce the award accordingly; contributory negligence does not operate as a complete bar.

Analysis: The MACT found both the transport company (primarily) and Lalitha (to a lesser degree) at fault. The Tribunal may reduce Lalitha's compensation proportionally to reflect her contributory negligence in crossing at an unauthorised location and wearing dark clothing. This is a partial, not complete, defence.

Option C correctly describes this approach.

Why other options are wrong:

- **Option A:** The Motor Vehicles Act does not create a strict liability regime that bars the contributory negligence defence; contributory negligence is applicable in MACT proceedings.
- **Option B:** Pedestrian victims can have their compensation reduced for their own contributory negligence; there is no pedestrian exemption.
- **Option D:** Contributory negligence is not a complete defence in MACT proceedings; it reduces the award proportionally regardless of the percentage of fault attributed.

Final Answer: MACT may reduce compensation proportionally for the victim's contributory negligence; the defence is partial, not a complete bar. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q22

Q23.

Solution

Concept — Warranty and Guarantee under the Consumer Protection Act 2019: Under the Consumer Protection Act 2019 and its associated rules, where a seller or manufacturer provides an express warranty or guarantee with a product, they are bound by the terms of that warranty. If the product suffers a defect covered by the warranty during the warranty period, the consumer is entitled to the remedies specified in the warranty (typically repair, replacement, or refund). The burden of establishing that the defect falls within a warranty exclusion (such as "power fluctuation") lies with the seller or manufacturer who claims the exclusion.

Analysis: The compressor failed within the 18-month warranty period. The seller and manufacturer refused, claiming a power fluctuation exclusion without any evidence supporting that claim. Mrs Tara is entitled under the warranty and the Consumer Protection Act 2019 to a replacement, repair, or refund. Option B correctly states her rights.

Why other options are wrong:

- **Option A:** The Consumer Protection Act 2019 expressly applies to warranty and guarantee claims; it is not restricted to contractual courts.
- **Option C:** No government countersignature is required for a manufacturer's warranty to be legally enforceable; this is a fabricated requirement.
- **Option D:** Express warranties are not superseded or nullified by the Act;

the Act supplements consumer rights without voiding contractual warranty terms.

Final Answer: Under the CPA 2019, a seller or manufacturer is bound by an express warranty; Mrs Tara is entitled to replacement, repair, or refund within the warranty period. $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q23

Q24.

Solution

Concept — Representative/Class Action Complaints: Section 35(1)(c) CPA 2019: Section 35(1)(c) of the Consumer Protection Act 2019 permits a recognised consumer association to file a complaint on behalf of one or more consumers who have the same interest in the subject matter. This enables a class or representative action without requiring the association to obtain a specific power of attorney or written authority from every individual consumer it represents, making consumer protection more accessible and efficient where large numbers of consumers are identically affected.

Analysis: The Consumer Justice Forum is a recognised consumer association. Hundreds of consumers have been identically affected by the same battery defect. Section 35(1)(c) expressly permits the Forum to file a single complaint on their behalf without individual authorisations. Option A correctly identifies this provision.

Why other options are wrong:

- **Option B:** Individual powers of attorney are not required; Section 35(1)(c) permits the association to file on behalf of the group without individual authorisations.
- **Option C:** Consumer associations have original standing to file complaints; they are not limited to amicus curiae submissions.
- **Option D:** Class and representative complaints are expressly permitted by Section 35(1)(c); the Act does not require individual separate complaints.

Final Answer: Section 35(1)(c) CPA 2019 permits a recognised consumer association to file a representative complaint without individual authorities. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q24

Q25.

Solution

Concept — Unlawful Means Conspiracy: In *Revenue and Customs Commissioners v Total Network SL* [2008], the House of Lords confirmed the tort of unlawful means conspiracy. The tort requires: (i) a combination of two or more persons; (ii) use of unlawful means by the combiners; (iii) an intention to injure the plaintiff; and (iv) actual damage. Crucially, unlike lawful means conspiracy (which requires that the predominant purpose be to injure the plaintiff), unlawful means conspiracy does not require injury to be the predominant or primary purpose – intention to injure is sufficient even if it is a subsidiary purpose.

Analysis: Alpha and Beta combined (combination established), used computer hacking and false information dissemination (unlawful means), intended to prevent Gamma from obtaining contracts (intention to injure), and caused actual business loss (damage). The tort is established even if their primary motive was commercial self-interest rather than malice towards Gamma.

Why other options are wrong:

- **Option A:** The predominant purpose to injure requirement applies only to lawful means conspiracy; unlawful means conspiracy requires only an intention to injure, which may be subsidiary to other motives.
- **Option B:** A formal written agreement is not required; a tacit understanding or concerted action suffices.
- **Option C:** Unlawful means conspiracy does not require exclusive purpose to injure; subsidiary intention to injure combined with unlawful means is sufficient.

Final Answer: Unlawful means conspiracy requires combination, unlawful means, and intention to injure (need not be the primary purpose), plus damage. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q25

Q26.

Solution

Concept — Damage in the Tort of Deceit: The tort of deceit requires proof of: (i) a false representation; (ii) knowledge of falsity or recklessness as to truth; (iii) intention that the plaintiff act upon it; (iv) actual reliance by the plaintiff; and (v) damage or detriment suffered as a result. The "damage" element does not require a conventional net financial loss; being induced to enter into a transaction, take on obligations or liabilities, or change one's legal position to one's detriment constitutes the requisite damage even if the market value of what was received is equivalent to what was paid.

Analysis: Neha was induced by Vikram's fraud to accept a mortgage liability she did not know about and would not have chosen. Incurring this obligation and liability – irrespective of the current market valuation – is sufficient detriment to constitute damage in the tort of deceit. The tort is complete; the argument about "no net financial loss" fails.

Why other options are wrong:

- **Option A:** Net financial loss is not the only recognised form of damage; incurring obligations one would not otherwise have accepted is actionable detriment.
- **Option B:** The tort of deceit applies to oral as well as written misrepresentations; no writing requirement exists.
- **Option D:** Deceit remains a fully recognised tort in common law; no statutory regime has absorbed or replaced it.

Final Answer: Deceit is complete when fraudulent misrepresentation induces the plaintiff to act to their detriment, even without a conventional net monetary loss. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q26

Q27.

Solution

Concept — Cattle Straying onto a Public Highway: Negligence: At common law, the cattle-trespass rule (strict liability) applied to cattle straying onto a neighbour's private land. However, the traditional rule did not impose strict liability for cattle straying onto a public highway. This common law position has been modified or abrogated by legislation in England (*Animals Act 1971*). In India, liability for cattle straying onto a highway causing road accidents is typically analysed in negligence: where the owner knew or ought to have known of the risk of straying (e.g., through broken fencing) and failed to take reasonable steps to prevent it, they may be liable in negligence.

Analysis: Babu knew his boundary fence was broken and that his cattle could stray onto the adjacent highway. His failure to repair the fence despite this knowledge was a breach of the duty of care he owed to road users. Liability arises in negligence, not under the strict cattle-trespass rule. Option B correctly identifies this approach.

Why other options are wrong:

- **Option A:** The strict cattle-trespass rule traditionally did not extend to the public highway; liability requires proof of negligence in the highway context.
- **Option C:** Road users do not assume the risk of negligently kept animals straying onto the highway; the risk of encounter with well-secured animals on adjacent land is different from the risk of negligently allowed straying.
- **Option D:** Common law negligence principles apply alongside any state-level cattle legislation; the negligence-based claim is not displaced.

Final Answer: Cattle straying onto a highway may found a negligence claim where the owner knew of the risk and failed to prevent it; strict cattle-trespass does not typically apply to highways. $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) Go Back to Q27

Q28.

Solution

Concept — Defendants in Nuisance: Creator, Current Occupier, and Landlord: Nuisance law recognises multiple categories of potential defendants. First, the creator of the nuisance remains liable even after leaving the land (*Thompson v Gibson* [1841]). Second, the current occupier who adopts or continues the nuisance after acquiring knowledge of it becomes liable (*Sedleigh-Denfield v O'Callaghan* [1940]). Third, a landlord who lets premises knowing (or ought to know) that a nuisance will result from a pre-existing condition may also be liable (*Brew Brothers Ltd v Snax (Ross) Ltd* [1970]).

Analysis: The previous occupier created the blockage and remains potentially liable. Mr Singh, the current occupier, has knowledge of the drain and has failed to remedy it, thereby adopting the nuisance. The landlord knew of the drainage problem before the tenancy commenced and may also be liable. All three may be defendants. Option A correctly identifies all three.

Why other options are wrong:

- **Option B:** The creator's liability does not automatically transfer upon change of occupier; the creator remains potentially liable.
- **Option C:** The landlord is a potential defendant but not the sole one; the current occupier and creator are equally liable.
- **Option D:** Current occupiers who adopt or continue a nuisance are fully

liable in nuisance even for pre-existing conditions they did not create.

Final Answer: Creator, current occupier, and landlord are all potential defendants in nuisance for an existing nuisance-causing condition. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q28

Q29.

Solution

Concept — Supervening Condition and Damages: Jobling v Associated Dairies: In *Jobling v Associated Dairies Ltd* [1982], the House of Lords held that where a tortiously injured plaintiff subsequently develops an unrelated condition (in that case, a spinal disease) that would itself have caused total incapacity within a foreseeable period, the defendant's liability for future loss of earnings is limited to the period before the supervening condition would have taken effect. The supervening condition is a real event that affects what loss the defendant's tort has actually caused; damages should not exceed the loss attributable to the defendant's tort.

Analysis: Suresh's unrelated spinal condition would have rendered him fully disabled within approximately five years regardless of the work injury. His employer is liable for the loss during the period between the accident and when the spinal condition would have caused full incapacity, not for his entire working life. Option D correctly states this principle.

Why other options are wrong:

- **Option A:** Post-*Jobling*, a tortfeasor is not liable for losses that would have occurred in any event due to a subsequent unrelated condition; the principle of full lifetime recovery does not apply here.
- **Option B:** The supervening condition is directly relevant and must be taken into account; *Jobling* explicitly held it is not to be ignored.
- **Option C:** Foreseeability of the supervening condition at the time of the tort is not the test; *Jobling* applied to an unforeseeable later condition and still held it reduced damages.

Final Answer: Under *Jobling*, a defendant's liability is limited to the period before a supervening unrelated condition would have caused the same disability. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q29

Q30.

Solution

Concept — Continuing Tort: Fresh Cause of Action Each Day: A continuing tort is one that consists of repeated or continuous wrongful acts or omissions, each of which constitutes a fresh tortious interference. Unlike a one-off tort (where a single act gives rise to a single cause of action and the limitation period runs from that single act), a continuing tort gives rise to a fresh cause of action every day or every time the wrong is repeated. The practical consequence is that while acts falling outside the limitation period are time-barred, acts within the limitation period remain actionable. The plaintiff can recover for the damage caused by the recent acts even if earlier acts are time-barred.

Analysis: The monthly dumping of garden waste is a continuing trespass. Each act of dumping is a fresh cause of action. Rohan can recover damages for all acts of trespass falling within the applicable limitation period, even though earlier acts from 2016 may be time-barred. Option C accurately explains this principle.

Why other options are wrong:

- **Option A:** Continuing torts do not require a single omnibus action; each act within the limitation period remains independently actionable.
- **Option B:** In a continuing tort, each repetition accrues independently; the time-bar of the first act does not sweep away all subsequent acts.
- **Option D:** Trespass to land by repeated acts is a recognised continuing tort; the concept is well established and practically important for limitation purposes.

Final Answer: A continuing tort gives a fresh cause of action per repetition; acts within the limitation period remain actionable even if earlier acts are time-barred. $\Rightarrow \boxed{\text{C}}$

$\boxed{\textbf{Answer: (C)}}$ Go Back to Q30

Q31.

Solution

Concept — Natural and Ordinary Meaning in Defamation: In defamation, the threshold question of what meaning the words bear is assessed by reference to the hypothetical reasonable, ordinary reader, viewer, or listener. This person neither reads with undue suspicion nor is excessively charitable; they read the material once and at an ordinary pace, without fixating on individual words but taking the overall impression. The reasonable ordinary reader gives effect to what the words actually convey, not the author's subjective intent or the most extreme possible interpretation. Determining the natural and ordinary meaning is a question of law for the judge (in jury trial systems); whether words bearing that meaning are defamatory is a question of fact.

Analysis: The court applies the reasonable ordinary reader standard to Mr Patel's complaint. The words about "questions being raised" may or may not bear a defamatory innuendo of dishonest accounting depending on what the reasonable reader would take from them. Option B correctly identifies the applicable standard.

Why other options are wrong:

- **Option A:** The most hostile or uncharitable reading is not the test; the standard is the reasonable ordinary reader, not the most suspicious one.
- **Option C:** The author's intent is irrelevant to the assessment of natural and ordinary meaning; objective reasonable reader is the standard.
- **Option D:** While the judge determines meaning as a matter of law, characterising defamatory meaning as entirely a question of law at every stage oversimplifies; the question of whether words in their proved meaning are defamatory may involve both law and fact.

Final Answer: Defamatory meaning is assessed from the perspective of the reasonable ordinary reader; author's intent is irrelevant. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q31

Q32.

Solution

Concept — Course of Employment: Minor Deviation vs Frolic (*Storey v Ashton*): In *Storey v Ashton* [1869], the court distinguished between a minor deviation from an authorised route and a substantial departure (frolic of one's own). A small, brief detour for a personal purpose that does not substantially depart from the authorised journey may still be within the course of employment, with the result that the employer remains vicariously liable for acts occurring during that slight deviation. A substantial departure for a purely personal purpose (a frolic) takes the employee outside the course of employment entirely.

Analysis: Preethi's two-kilometre detour to post a personal letter was a trivial deviation from her authorised route. It did not constitute a substantial departure from the employment journey. Under the minor deviation rule, she remained within the course of employment, and TechMart may be vicariously liable for the accident. Option A correctly applies this principle.

Why other options are wrong:

- **Option B:** Not every personal act during a work journey constitutes a frolic; the law draws the line at substantial departures, not minor ones.
- **Option C:** Travel between clients and to the office during the course of employment duties is plainly within the scope of employment; this option misunderstands the course-of-employment concept.
- **Option D:** The Motor Vehicles Act 1988 operates alongside, not in replacement of, common law vicarious liability principles.

Final Answer: A slight deviation for a minor personal purpose does not constitute a frolic; the employee remains within the course of employment. $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q32

Q33.

Solution

Concept — Condonation of Delay: Section 69, Consumer Protection Act 2019: Section 69 of the Consumer Protection Act 2019 prescribes a two-year limitation period for consumer complaints, running from the date the cause of action arose. The Commission has the power to condone delay beyond this period if the complainant satisfies the Commission that there was sufficient cause for not filing within time. The discretion is judicial, not mechanical: genuine inability to file (such as hospitalisation, serious illness, or other incapacitating circumstances) may constitute sufficient cause, whereas simple oversight, ignorance of the legal remedy, or mere personal busyness typically does not.

Analysis: Mrs Kumari's serious illness and hospitalisation for most of 2022 and 2023 is precisely the kind of genuine incapacitating circumstance that may constitute sufficient cause for condonation. Her application for condonation of delay should be considered judiciously by the Commission. Option D correctly states the applicable principles.

Why other options are wrong:

- **Option A:** The two-year period is not an absolute bar; Section 69 expressly vests the Commission with power to condone delay on sufficient cause.
- **Option B:** Condonation is not automatic upon application; the Commission examines whether sufficient cause is established and exercises judicial dis-

cretion.

- **Option C:** The basis for condonation is not restricted to ignorance of the defect; inability to file due to illness or other genuine incapacity is a recognised ground.

Final Answer: Section 69 empowers the Commission to condone delay for sufficient cause; serious illness constitutes sufficient cause; mere oversight does not. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q33

Q34.

Solution

Concept — Condonation of Delay in MACT Appeals: Section 173, Motor Vehicles Act 1988: Under Section 173 of the Motor Vehicles Act 1988, an appeal against a MACT award must be filed before the High Court within 90 days. The High Court has the power to condone delay beyond this period if sufficient cause is shown. Courts have consistently applied the principle from *Collector, Land Acquisition v Mrs Katiji* [1987] that the power to condone should be exercised with pragmatism and justice, recognising that poverty, lack of access to legal advice, or genuine inability to file may constitute sufficient cause. However, mere organisational inefficiency or heavy workload of a commercially sophisticated insurer's legal department is not ordinarily treated as sufficient cause.

Analysis: The insurance company's claim of a heavy legal department workload is not a sufficient cause for condoning delay. Courts expect commercial entities to manage their legal affairs diligently. The High Court may decline to condone the delay on this ground, though the discretion is available in principle. Option C correctly states the nuanced position.

Why other options are wrong:

- **Option A:** The High Court does have power to condone delay; the 90-day period is not an absolute bar.
- **Option B:** Commercial preoccupation or heavy litigation workload of a large insurer is not ordinarily accepted as sufficient cause; courts apply a stricter standard to commercially sophisticated parties.
- **Option D:** The power to condone delay is inherent in the High Court's appellate jurisdiction and is also available under Section 5 of the Limitation Act; the Motor Vehicles Act itself is not the only source of the power.

Final Answer: The High Court may condone delay in MACT appeals on sufficient cause; insurer's heavy workload is generally insufficient; poverty or genuine inability may suffice. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q34

Q35.

Solution

Concept — Bailor and Bailee: Duty of Care in Negligence: A bailment is the delivery of goods by one person (the bailor) to another (the bailee) for a specific purpose, with an agreement that the goods will be returned or otherwise dealt with in accordance with the bailor's directions. A bailee owes a duty of care to the bailor in respect of the bailed goods. The standard of care depends on the type of bailment: a bailee for reward is held to a reasonably competent professional standard; a gratuitous bailee (who holds without payment) must exercise the care that a reasonable person would take of their own property. If a gratuitous bailee fails to meet this standard and the goods are damaged or lost, they are liable.

Analysis: Tarun was a gratuitous bailee. He was required to take the care that a reasonable person would take of their own property. Carelessly leaving a camera on a window ledge where wind could knock it falls below this standard. Tarun is liable in negligence for the damage. Option B correctly states both the duty and the standard applicable to a gratuitous bailee.

Why other options are wrong:

- **Option A:** Gratuitous bailees owe a duty of care; gratuitous receipt of goods does not eliminate legal responsibility entirely.
- **Option C:** Negligent damage by a gratuitous bailee is actionable; liability is not restricted to deliberate destruction.
- **Option D:** Bailee liability is not strict; a bailee who exercised all reasonable care is not liable for accidental damage that could not have been prevented.

Final Answer: A gratuitous bailee owes a duty to take reasonable care of bailed goods; negligent damage below that standard creates liability. ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q35

Q36.

Solution

Concept — Interlocutory Injunction: American Cyanamid Test: In *American Cyanamid Co v Ethicon Ltd* [1975], the House of Lords reformulated the test for granting interlocutory injunctions. Lord Diplock held that the court should ask: (i) whether there is a serious question to be tried (a good arguable case – a lower threshold than probability of success); (ii) whether damages would be an adequate remedy for the plaintiff if the injunction is refused; (iii) if damages are not adequate, whether the balance of convenience favours granting or refusing the injunction; and (iv) whether the status quo should be maintained. The court does not conduct a full merits assessment at the interlocutory stage.

Analysis: TechCorp's application is evaluated under the *American Cyanamid* criteria. The court asks whether there is a serious question (likely yes, given the alleged misappropriation), whether damages are adequate (likely no for confidential information), and where the balance of convenience lies. The merits are not finally determined at this stage. Option A correctly states the test.

Why other options are wrong:

- **Option B:** *American Cyanamid* expressly rejected the balance of probabilities standard for interlocutory injunctions; the threshold is a serious question to be tried.
- **Option C:** Courts regularly grant interlocutory injunctions in employment disputes involving confidential information; there is no blanket rule against them.
- **Option D:** Bad faith is not an element of the *American Cyanamid* test; the test focuses on the balance of convenience and adequacy of damages.

Final Answer: The *American Cyanamid* test requires a serious question to be tried, inadequacy of damages, and balance of convenience; no mini-trial on merits is conducted. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q36

Q37.

Solution

Concept — Remedies for Defective Goods under the Consumer Protection Act 2019: The Consumer Protection Act 2019 vests consumer forums with wide remedial powers in complaints involving defective goods. The available remedies include: (i) removal of the defect from the goods; (ii) replacement of the goods; (iii) return of the price paid; (iv) compensation for any loss or injury suffered by the consumer due to the defect; (v) removal of goods hazardous to the public from the market; (vi) discontinuation of unfair trade practices; and (vii) an award of costs of the proceedings. These remedies are cumulative: the forum may award several simultaneously.

Analysis: Mr Naresh sought replacement, compensation for business losses, a recall order, and costs. All of these fall within the Commission's powers under the CPA 2019. The remedies are cumulative and the Commission may award multiple remedies tailored to the circumstances. Option D correctly identifies this comprehensive remedial power.

Why other options are wrong:

- **Option A:** Consumer forums have wide powers including compensation for consequential losses, recall orders, and costs; they are not limited to purchase price refunds.
- **Option B:** Monetary compensation and recall/market withdrawal orders are expressly within the Commission's powers under the CPA 2019.
- **Option C:** Repair and replacement are both available simultaneously or in the alternative; the consumer does not have to elect between them before the Commission.

Final Answer: Under the CPA 2019, the Commission may grant cumulative remedies including replacement, compensation, recall, and costs. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q37

Q38.

Solution

Concept — Act of God as a Defence to Rylands v Fletcher: An act of God is a complete defence to strict liability under *Rylands v Fletcher*. To qualify, the natural event must be: (i) extraordinary in character – beyond what reasonable human foresight or prudence could anticipate; and (ii) so severe and sudden that it cannot be guarded against by ordinary precaution. Ordinary weather patterns, predictable seasonal flooding, or foreseeable natural occurrences do not qualify. In *Nichols v Marsland* [1876], exceptional flooding following extraordinary rainfall qualified, whereas in *Greenock Corporation v Caledonian Railway* [1917], foreseeable heavy rain did not.

Analysis: A rainfall event described as the most severe in 200 years, exceeding all historical records, may qualify as an act of God – it is of a character so extraordinary that reasonable foresight and prudence could not have anticipated it. Ordinary or seasonally foreseeable heavy rainfall would not qualify. Option C correctly applies this distinction.

Why other options are wrong:

- **Option A:** Ordinary natural weather events do not qualify as an act of God; the threshold of extraordinariness and unforeseeability must be met.
- **Option B:** Act of God is a well-recognised defence to *Rylands v Fletcher*; it is not true that only consent and statutory authority are available as defences.
- **Option D:** Act of God does not defeat absolute liability under Indian *M.C. Mehta* law; it is a defence only to the English strict liability rule, not the Indian absolute liability standard.

Final Answer: Act of God requires an extraordinary, humanly unforeseeable natural event; ordinary weather does not qualify; a 200-year record rainfall may. $\Rightarrow$ $\boxed{C}$

Answer: (C) Go Back to Q38

Q39.

Solution

Concept — Abatement of Nuisance: Prior Notice and Conditions: Abatement is a self-help remedy that allows a person suffering from a nuisance to take steps to end it without judicial intervention. However, the right of abatement is narrowly confined and subject to important conditions. Where exercising the right of abatement requires entry onto a neighbour's land, prior notice must generally be given to the neighbour before entering, unless the nuisance constitutes an emergency requiring immediate action. The person abating must cause only the minimum necessary damage and must confine their actions to removing the nuisance; they cannot take the opportunity to destroy neighbouring property or take more extensive action than necessary.

Analysis: Seema wishes to enter Dinesh's garden to cut back branches. This is not an emergency. She must give Dinesh prior notice before entering. Failure to give notice where there is no emergency may itself render her liable in trespass for the entry. Option B correctly states the conditions.

Why other options are wrong:

- **Option A:** The right of abatement is not unfettered; prior notice, minimum necessary damage, and confinement to the nuisance are all required conditions.
- **Option C:** The right of abatement by private individuals is well established in common law; it is not restricted to public authorities.
- **Option D:** A court order is not required for abatement; the right is specifically a self-help remedy exercisable without judicial sanction, subject to the notice and minimum damage conditions.

Final Answer: Abatement by entering a neighbour's land requires prior notice (unless emergency), minimum damage, and action confined to removing the nuisance only. $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q39

Q40.

Solution

Concept — Interest on MACT Compensation Awards: A Motor Accidents Claims Tribunal is empowered to award interest on the compensation sum from the date of filing the claim petition. The Supreme Court in *General Manager, Kerala State Road Transport Corporation v Susamma Thomas* [1994] confirmed that interest is an integral part of just compensation under the Motor Vehicles Act and is not merely discretionary in the sense that a Tribunal may arbitrarily refuse it without reason. The standard rate has generally been around 9% per annum simple interest, though this may be adjusted by individual courts. Interest compensates the claimant for the time-value of money lost during litigation.

Analysis: Meena filed her claim in March 2023 and the award was made in November 2024. She is entitled to interest on the Rs. 15 lakh compensation from the date of filing the claim petition, in accordance with the Supreme Court's settled position. The insurance company's objection that interest is purely discretionary and may be withheld without reason is incorrect. Option A correctly states the applicable principle.

Why other options are wrong:

- **Option B:** The Tribunal is expressly empowered to award interest on compensation; this power is not absent from the Motor Vehicles Act 1988.
- **Option C:** Pre-award interest from the date of filing the claim petition is the established practice; interest is not limited to post-award accrual only.
- **Option D:** Interest is not conditioned on proof of deliberate delay by the insurer; it is available as part of just compensation regardless of the reason for the time taken.

Final Answer: MACT awards interest on compensation from the date of filing the petition; approximately 9% per annum is the standard rate and it is part of just compensation. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q40

Answer Key

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