# CLAT PG Law of Torts

## Sample Paper – 9

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

### Instructions

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

**Q1.** A factory owner persistently discharged industrial effluents into a river running alongside his neighbour's farmland. The discharge occurred daily from 2018 onwards. In January 2024, the neighbour commenced proceedings in trespass, relying on the discharges from January 2022 to January 2024. The factory argued that all claims were time-barred because the tortious conduct began in 2018. Which of the following correctly states the legal principle applicable to a continuing tort for the purposes of limitation?

(A) Each repetition of a continuing tortious act constitutes a fresh cause of action; claims in respect of acts within the limitation period remain actionable even if the original act was committed outside the limitation period, so the neighbour may recover for the discharges from January 2022 onwards.

(B) Where a tort is continuing, the limitation period runs from the first act; subsequent repetitions do not give rise to fresh causes of action.

(C) A continuing tort is only actionable if the defendant intended to continue the tortious conduct indefinitely.

(D) Limitation for a continuing tort runs from the date the plaintiff first suffered damage, regardless of subsequent tortious acts.

**Q2.** Two shotfirers employed at a mine, Rajiv and Suresh, jointly decided to test detonators without complying with statutory safety regulations. Their employer had given clear instructions that these regulations must be followed. Rajiv was injured in the resulting explosion and sued the company vicariously for Suresh's negligence. The company raised the defence of *volenti non fit injuria*. Which of the following most accurately reflects the decision in *ICI Ltd v Shatwell* [1965] on the application of volenti where two employees jointly flout safety rules?

(A) Volenti is never available where an employer is sued vicariously; the employer must accept liability as the deeper pocket.

(B) Where two employees jointly and voluntarily agreed to flout safety rules that both were obliged to follow, the employer may raise the defence of volenti against the injured employee, since the injured party himself voluntarily agreed to run the very risk that caused his injury; the company is not vicariously liable.

(C) The defence of volenti is available only to the employee who actually performed the negligent act, not to the employer against whom a vicarious claim is brought.

(D) Statutory safety regulations cannot be waived by mutual agreement between employees; volenti is inapplicable whenever the relevant risk is regulated by statute.

**Q3.** Devraj suffered a leg injury caused by his employer's negligence, which occasionally caused his leg to give way without warning. Despite this, Devraj attempted to descend a steep staircase without a handrail, and without seeking assistance, at a time when he was aware of his disability. His leg gave way and he fell, sustaining a more serious injury. He sought full compensation from his employer for all injuries including the fall. Which of the following correctly states the legal effect of a plaintiff's own subsequent unreasonable conduct on the chain of causation?

(A) A plaintiff may recover for all consequences of the defendant's negligence regardless of any subsequent conduct, since the defendant's breach set events in motion.

(B) A plaintiff's subsequent conduct can never break the chain of causation; only the intervention of an unrelated third party can do so.

(C) Where a plaintiff, with knowledge of a pre-existing disability, acts unreasonably and thereby causes a further injury that a reasonable person would have avoided, this novus actus interveniens breaks the chain of causation; the employer is not liable for the additional injury from the fall (*McKew v Holland & Hannen & Cubitts* [1969]).

(D) The employer remains fully liable for all subsequent injuries because the original injury was the but-for cause of the plaintiff's presence on the staircase.

**Q4.** A ship owned by Petro Lines was damaged in a collision caused by the defendant's negligence. During temporary repairs at port, the ship suffered severe storm damage unrelated to the collision, necessitating major structural repairs far exceeding the cost of the collision damage. The collision damage would have been repaired in ten days, but the ship was detained for 51 days because of the storm damage. The plaintiff claimed loss of use for all 51 days from the defendant. Which of the following correctly states the legal principle regarding the effect of an intervening natural event on the defendant's liability?

(A) The defendant is liable for all periods during which the plaintiff's vessel was out of use, since but for the collision the ship would not have been in port when the storm struck.

(B) The defendant is liable for the cost of repairs to both the collision damage and the storm damage since the storm placed the vessel in a vulnerable position.

(C) Any subsequent event occurring to property already damaged by the defendant's breach increases the defendant's liability proportionally.

(D) Where an independent natural event occurs after the defendant's breach and itself causes additional or superseding damage, the defendant's liability for consequential loss may be limited to what would have occurred but for the intervening event; the defendant is not liable for the additional 41 days of detention caused solely by the storm damage (*Carslegie Steamship Co Ltd v Royal Norwegian Government* [1952]).

**Q5.** AuditTech, a firm of auditors, prepared a statutory audit report on the financial condition of XYZ Ltd. Avantika, a member of the investing public, read the published audit report and made a substantial investment in XYZ Ltd, relying on its favourable conclusions. XYZ Ltd subsequently collapsed and Avantika suffered major financial losses. Avantika sued AuditTech in negligence for pure economic loss. Which of the following most accurately states the *Caparo* test and its application to auditors' liability to the investing public?

(A) Under the *Caparo* test (*Caparo Industries plc v Dickman* [1990]), a duty of care requires: (i) reasonable foreseeability of harm, (ii) proximity between the parties, and (iii) that it is fair, just and reasonable to impose a duty; a statutory auditor preparing a report for the company does not thereby assume responsibility to all members of the investing public, and Avantika, as a stranger investor, lacks the requisite proximity; her claim fails.

(B) An auditor owes a duty of care to every person who reads and acts upon the audit report, since financial harm from reliance on a negligent audit is always foreseeable.

(C) The *Caparo* test does not apply to claims for pure economic loss; negligence claims for financial loss are governed exclusively by the *Hedley Byrne* principle.

(D) Avantika can sue the auditors because statutory audits are prepared for the benefit of all stakeholders, including prospective investors.

**Q6.** A local authority placed Arjun, a child with a troubled background, in local authority care. Social workers made a series of decisions during his childhood that were alleged to have been negligent, leaving him with permanent psychological damage. The local authority argued that all decisions regarding children in care were matters of pure policy and social work judgment, immune from tortious liability. Arjun sought to sue for negligence. Which of the following most accurately states the circumstances in which a public authority may owe a duty of care in the exercise of statutory powers or discretions?

(A) A public authority can never owe a duty of care in the exercise of statutory powers; such powers are exclusively public law matters.

(B) A public authority may owe a duty of care where its operational decisions (as distinct from pure policy decisions at a high level of abstraction) caused foreseeable harm; where the authority failed to exercise its discretion or exercised it negligently at an operational level causing direct injury, a duty of care may arise (*Barrett v Enfield LBC* [2001]); Arjun's claim may proceed.

(C) A public authority owes a duty of care only if the plaintiff was owed a specific statutory duty by name in the relevant legislation.

(D) A public authority's immunity from negligence claims is absolute whenever children's welfare is the subject matter, as the interests of the public at large override individual claimants.

**Q7.** Pawan, a retired civil servant, approached Meridian Tax Consultants for advice on investment products. A partner of Meridian gave Pawan specific written advice recommending that he invest his life savings in a high-risk structured product, describing it as "completely safe." Pawan invested and suffered total loss when the product collapsed. Pawan sued Meridian in negligence for pure economic loss. Which of the following most accurately identifies the basis on which an accountant or financial advisor may owe a duty of care for pure economic loss?

(A) Financial advisors never owe a duty of care for pure economic loss; such claims are exclusively contractual.

(B) A duty of care for pure economic loss arises only if the advisor is registered and licensed under relevant financial services legislation; an unregistered advisor owes no tortious duty.

(C) Under the *Hedley Byrne* principle as extended, where an accountant or financial advisor gives specific advice in circumstances involving a special relationship of proximity and assumes responsibility towards an identifiable person who relies on that advice to their detriment, a duty of care exists for pure economic loss caused by negligent advice; Pawan's claim against Meridian succeeds.

(D) The duty of care for financial advice is owed only to institutional investors; individual retail clients must rely exclusively on statutory consumer protection remedies.

**Q8.** Mahesh was taken into police custody after exhibiting suicidal behaviour. The custody officer was made aware that Mahesh was an active suicide risk. Despite this, the custody officer left the cell flap open, and Mahesh used his shirt tied through the flap to hang himself. Mahesh's family brought an action against the police for negligence. The police argued that a person's autonomous decision to take their own life broke the chain of causation and that the defence of volenti applied. Which of the following correctly states the law on the duty of care owed to a person known to be a suicide risk in custody?

(A) The police owe no duty of care to prevent a detainee from self-harm because a person's autonomous decision to harm themselves is an intervening act that defeats any claim.

(B) Volenti non fit injuria succeeds as a defence where the deceased voluntarily assumed the risk of harm from their own act.

(C) A duty of care to prevent self-harm can only arise if the detainee was legally incapable of making decisions about their own life at the time of the act.

(D) Where the police know that a detainee is a suicide risk, they owe a duty of care specifically to prevent that risk from materialising; the detainee's own act does not break the chain of causation because the very purpose of the duty is to guard against such self-harm; volenti is inapplicable where the duty is specifically designed to prevent self-inflicted harm (*Reeves v Commissioner of Police for the Metropolis* [1999]).

**Q9.** Nilesh wished to purchase a commercial property from Omega Ltd. His solicitors, Lex & Partners, negligently failed to include a protective contractual term that would have shielded Nilesh against a pre-existing liability on the property. Nilesh argued that if his solicitors had not been negligent, Omega Ltd would have agreed to the protective term and he would not have suffered the resulting loss. Lex & Partners argued it was impossible to prove that Omega Ltd would have agreed. Which of the following correctly states the legal approach to loss of chance where the plaintiff's loss depends on the hypothetical conduct of a third party?

(A) Where the plaintiff's loss depends on the hypothetical conduct of a third party such as whether Omega Ltd would have agreed to a contractual term, the court assesses whether there was a real and substantial chance — not necessarily a greater-than-50% probability — that the third party would have acted in the plaintiff's favour; if such a chance existed, damages are assessed proportionally (*Allied Maples Group Ltd v Simmons & Simmons* [1995]).

(B) Where loss depends on a third party's hypothetical conduct, the plaintiff must prove on the balance of probabilities (more than 50% likely) that the third party would have acted in the plaintiff's favour; anything less yields no recovery.

(C) Loss of chance is not compensable in tort; the plaintiff must prove actual loss with certainty or fail entirely.

(D) The solicitor's negligence defeats any claim because it is always speculative whether any third party would have agreed to a term not originally proposed.

**Q10.** The Nagar Municipal Authority knew for six months that a pothole on a major road had deepened to a hazardous depth following the monsoon rains. Despite receiving two written complaints, the authority took no steps to repair it. Vandana's scooter hit the pothole, causing her to fall and sustain serious injuries. She sued the authority in negligence. The authority argued it had no positive common law duty to repair roads. Which of the following correctly states a highway authority's duty of care to road users?

(A) A highway authority owes no tortious duty to maintain roads in good repair; its obligations are purely regulatory and subject to statutory immunities.

(B) A highway authority that knows of a specific dangerous defect in a public road and fails to repair it within a reasonable time owes a duty of care to road users; where the authority had actual knowledge of the defect and still failed to act, this constitutes a breach of duty giving rise to liability for resulting injuries.

(C) A highway authority's duty is limited to warning road users of known defects by erecting signs; it has no duty to physically repair defects.

(D) Road maintenance is a contractual obligation owed to the central government; individual road users have no tortious standing to sue a local highway authority.

**Q11.** Dr Rekha, a qualified physician, witnessed a serious road accident while off duty. She stopped and provided emergency medical treatment to an injured victim. During her assistance she made a clinical error that a specialist emergency physician might have avoided. The victim's family argued that Dr Rekha should be held to the highest specialist emergency standard of care. Which of the following correctly states the standard of care expected of a medical professional who voluntarily assists at an accident scene?

(A) A doctor who voluntarily assists at an accident scene owes no duty of care whatsoever; Good Samaritans are legally immune from negligence claims.

(B) A doctor at the scene of an accident owes the same standard of care as a fully equipped specialist in a hospital emergency department, regardless of circumstances.

(C) A doctor who volunteers assistance at an accident scene owes a duty of care to the victim, and the standard is that of a reasonably competent medical practitioner acting in the circumstances of an emergency, including the absence of proper equipment and the constraints of the situation; the standard is not that of a specialist operating in ideal clinical conditions.

(D) The duty of a Good Samaritan doctor is measured against a lay person's standard, since professional skills are not guaranteed outside a clinical setting.

**Q12.** PowerGrid Ltd maintained high-voltage cables running close to a residential area for commercial electricity supply. During a storm, a cable snapped and live high-voltage electricity arced across to a nearby building, causing a fire that destroyed the building and its contents. The building owner sued under the rule in *Rylands v Fletcher*. PowerGrid argued that electricity is not a physical substance capable of "escaping" and that the rule does not apply to it. Which of the following correctly identifies whether the *Rylands v Fletcher* rule may apply to the escape of high-voltage electricity?

(A) *Rylands v Fletcher* can never apply to electricity because electricity is not a physical substance capable of "escaping" in the sense contemplated by the rule.

(B) PowerGrid is not liable because the storm constitutes an act of God, which is an absolute defence under *Rylands v Fletcher*.

(C) *Rylands v Fletcher* applies to electricity only if it is stored in a reservoir; overhead cables are expressly excluded from the rule.

(D) Where electricity is stored or transmitted at non-natural high voltages for commercial purposes, the escape of that electricity causing damage to neighbouring property may attract liability under *Rylands v Fletcher*; the non-natural use element is satisfied by the commercial high-voltage transmission, and PowerGrid may be liable for the fire damage (*National Telephone Co v Baker*).

**Q13.** Apex Chemicals Ltd operated a chemical plant manufacturing hazardous solvents in the vicinity of densely populated residential areas. Due to a failure in the plant's containment system, toxic fumes escaped, affecting thousands of residents who suffered acute respiratory illness. Apex contended that the failure was caused by a latent manufacturing defect in the containment equipment and that it had exercised all reasonable care. Residents of the surrounding locality sued Apex for compensation. Which of the following most accurately states the standard of liability applicable to Apex under Indian law?

(A) Under the absolute liability rule established by the Supreme Court in *M.C. Mehta v Union of India* [1987], an enterprise engaged in a hazardous or inherently dangerous activity is absolutely liable to compensate all those affected by an escape of the hazardous substance from its operations, regardless of negligence or the cause of the escape; no defences such as latent defect or exercise of reasonable care are available; Apex is fully liable to the affected residents.

(B) Apex is liable only if the residents can prove specific negligence on the part of Apex's employees on the day of the escape.

(C) *Rylands v Fletcher* strict liability applies, and Apex may raise the defence of an unforeseeable latent defect in a manufactured product.

(D) No tortious liability arises; affected residents must claim exclusively under environmental protection regulations administered by pollution control authorities.

**Q14.** Shivraj kept a golden retriever as a family pet. Without any prior indication of aggressive behaviour, the dog escaped from the garden and killed three sheep belonging to his neighbour Ramsevak. Shivraj argued that he had no knowledge of any aggressive or dangerous tendency in the dog and therefore could not be held strictly liable. Ramsevak claimed strict compensation for his loss. Which of the following correctly states the liability of a keeper of a dog that kills or injures livestock?

(A) A dog-keeper is liable only if the dog had previously shown a propensity to attack livestock and the keeper was aware of that propensity.

(B) Under the strict liability rule applicable to dogs attacking livestock, the keeper of a dog that kills or injures livestock is liable even without any knowledge of the dog's propensity to be dangerous to livestock; Shivraj is strictly liable to Ramsevak for the loss of the three sheep.

(C) A dog-keeper is not liable for attacks that occur when the dog escapes through no fault on the keeper's part.

(D) Liability for a dog attacking livestock is available only if the dog is classified as a dangerous breed under applicable legislation.

**Q15.** Fastride Ltd operated a taxi network. Drivers owned their own vehicles but were required to display Fastride branding, accept only fares dispatched by Fastride, follow fixed routes and pricing schedules set by Fastride, and wear a Fastride uniform. Fastride could discipline or terminate a driver's access to the network. One driver, Mr Saini, injured a pedestrian through his negligence while on a dispatched fare. Fastride argued it was not vicariously liable because Mr Saini was an independent contractor who owned his own vehicle. Which of the following correctly identifies the test for determining whether Fastride is vicariously liable?

(A) The only test for vicarious liability is the existence of a formal employment contract; since Mr Saini had no employment contract with Fastride, Fastride cannot be vicariously liable.

(B) Vicarious liability requires the employer to own the vehicle being driven; since Saini owned his own vehicle, Fastride cannot be liable.

(C) Courts applying the economic reality (or akin to employment) test look to the degree of control exercised over the worker, the integration of the worker's activities into the principal's business, and the degree of subordination; given the extensive control Fastride exercised over routes, pricing, branding, and discipline, the relationship was sufficiently akin to employment to make Fastride vicariously liable for Mr Saini's negligence.

(D) No vicarious liability can arise where the worker is self-employed for tax purposes, regardless of the degree of actual control exercised.

**Q16.** Northern Cranes Ltd hired out a crane and its employed operator, Prakash, to Coastal Builders Ltd for a construction project. Northern Cranes paid Prakash's wages and retained the right to dismiss him. However, on the project Coastal Builders gave Prakash day-to-day instructions about what to lift and when. Prakash negligently injured a third party while operating the crane under Coastal Builders' instructions. Who is vicariously liable for Prakash's negligence?

(A) Coastal Builders is always vicariously liable when it gives day-to-day instructions to an employee, since control of daily tasks alone determines vicarious liability.

(B) Both Northern Cranes and Coastal Builders are equally liable; liability is always shared whenever an employee is lent.

(C) Neither Northern Cranes nor Coastal Builders is liable because Prakash, as a skilled crane operator, was effectively an independent contractor during the project.

(D) The general employer (Northern Cranes) remains vicariously liable unless it is shown that Coastal Builders assumed such a degree of control over Prakash that it effectively became Prakash's employer for the purpose of operating the crane; merely giving task-specific instructions does not transfer liability; Northern Cranes retains liability in the absence of such a complete transfer (*Mersey Docks and Harbour Board v Coggins & Griffith* [1947]).

**Q17.** A national newspaper published an article alleging that Greenfield Pharmaceuticals Ltd had systematically bribed government officials to secure lucrative public contracts, calling it “a company rotten to the core with corruption.” The company had a trading reputation built over decades. Greenfield sued the newspaper for libel. The newspaper argued that only human beings, not companies, can have feelings hurt by defamation and that a corporation lacks the capacity to sue. Which of the following correctly states whether a corporation can bring a defamation action?

(A) A company can sue for defamation in respect of its trading reputation and business goodwill; a publication imputing fraud, corruption, or dishonest conduct that damages a company’s business reputation is actionable at the suit of the company (*South Hetton Coal Co v NE News Association* [1894]); Greenfield’s action is maintainable.

(B) Only natural persons (human beings) can sue for defamation; a corporation has no reputation capable of being defamed.

(C) A corporation can only sue for defamation if it first establishes that individual officers of the company also suffered reputational damage.

(D) Defamation by a national newspaper attracts special immunity; commercial claimants cannot obtain damages against newspaper defendants for alleged factual inaccuracies.

**Q18.** During a live television phone-in programme broadcast by WaveTV, a caller without warning made a defamatory statement about a well-known industrialist. The statement was broadcast before WaveTV’s producer could cut the feed. The industrialist sued both WaveTV and the caller for defamation. WaveTV argued that it could not control live content and therefore bore no publisher’s liability. Which of the following correctly identifies the liability of the broadcaster and the caller in this scenario?

(A) WaveTV is absolutely liable as the broadcaster regardless of whether it could control the content, and the caller has no separate liability.

(B) The caller who makes a live defamatory statement during a broadcast is primarily liable as the maker of the statement; the broadcaster's liability depends on the degree of control it exercised or could have exercised over the live programme; WaveTV may still be found liable as a publisher if it failed to exercise reasonable editorial precautions.

(C) Live broadcasting is entirely protected by the principle of innocent dissemination; neither WaveTV nor the caller bears any liability.

(D) Only the network that owns the broadcast infrastructure can be sued for defamation arising from live programming; the production company bears no separate liability.

**Q19.** A local politician, Mr Kapoor, circulated a letter stating that a shopkeeper, Ms Verma, had "always been ready to pay under the table to make problems go away." Ms Verma claimed this was defamatory in its natural and ordinary meaning. Mr Kapoor argued that readers familiar with the local business community would understand the phrase as an innocent metaphor for informal negotiation. Which of the following correctly states how courts determine the natural and ordinary meaning of allegedly defamatory words?

(A) Courts determine natural and ordinary meaning by considering the personal knowledge and background of each individual reader of the publication.

(B) Natural and ordinary meaning is determined by asking what the defendant subjectively intended the words to mean.

(C) The natural and ordinary meaning of allegedly defamatory words is determined by asking what the words would convey to a reasonable person, not unduly suspicious or unduly naive, reading the publication as a whole in its full context; extrinsic facts not apparent from the publication are not taken into account for natural and ordinary meaning (*Sim v Stretch* [1936]); the court applies an objective standard.

(D) Natural and ordinary meaning refers exclusively to the dictionary definition of each word used; figurative or contextual readings are irrelevant.

**Q20.** In April 2020, a blog post was published online accusing journalist Radhika Menon of fabricating news stories. Radhika became aware of the post in May 2020 but took no legal action. In March 2023, a news website republished the same allegations in a new article. Radhika filed a defamation suit in September 2023, relying on both the 2020 blog post and the 2023 republication. The defendant argued that the claim based on the 2020 post was time-barred. Which of the following correctly states the applicable limitation rules in defamation?

(A) The one-year limitation period runs from the original publication date for all subsequent republications; Radhika's claims based on both publications are out of time.

(B) There is no limitation period for defamation claims; they can be brought at any time the plaintiff chooses.

(C) Limitation in defamation runs from the date the plaintiff first discovers the defamatory statement, regardless of when it was published.

(D) Defamation claims are subject to a one-year limitation period running from the date of each publication; the 2023 republication gave rise to a fresh cause of action with its own fresh limitation period; Radhika's claim in respect of the 2023 republication is within time, while the claim based on the 2020 post is time-barred.

**Q21.** The ground-floor windows of a Victorian townhouse owned by Mr Patel had received natural daylight without interruption for more than 30 years. A neighbouring developer obtained planning permission to construct a new multi-storey building that would substantially block the natural light to Mr Patel's premises. Mr Patel sought an injunction, claiming he had acquired a legal right to light. The developer argued that planning permission overrode any private law right to light. Which of the following correctly states the law on the right to light as an easement?

(A) Where windows in a building have received natural daylight as of right for 20 years (under the Prescription Act 1832 or its equivalent), the owner acquires a legal easement of light; substantial interference with that acquired right by a new adjoining structure is actionable in private nuisance and may be restrained by injunction; planning permission does not override a private easement of light (*Colls v Home & Colonial Stores Ltd* [1904]).

(B) The right to light is a personal right dependent on the occupier's reasonable needs; it is not an easement and cannot be acquired by prescription.

(C) Planning permission granted by a public authority automatically extinguishes all private law rights that conflict with the permitted development.

(D) The right to light applies only to natural light entering through skylights, not through side or front-facing windows.

**Q22.** Riya owns a residential plot. Her neighbour, without her consent, constructed a balcony that projects 1.5 metres horizontally into the airspace above Riya's land at a height of 4 metres. The neighbour argues that the balcony does not touch Riya's land and causes no physical damage at ground level. Riya sues for trespass in respect of the airspace encroachment. Which of the following correctly states the extent of a landowner's rights in the airspace above their land?

(A) A landowner has no legal rights in airspace above their land; only the surface and subsoil are protected by property law.

(B) The *cuius est solum* doctrine extends a landowner's rights to the airspace above their land to the height reasonably necessary for the use and enjoyment of the land and structures on it; a neighbouring structure that physically encroaches into that airspace without consent constitutes a trespass to land, regardless of whether it causes physical damage at ground level; Riya has an actionable claim.

(C) Airspace rights exist only against aircraft and not against structures erected by neighbouring landowners.

(D) A structure encroaching into airspace is actionable only if it obstructs light or air to the plaintiff's land; a mere dimensional encroachment without such obstruction is not actionable.

**Q23.** Balram believed in good faith, on the basis of an old and inaccurate survey, that the land he was walking across was part of his own property. He had intentionally walked across the land. In fact, the land belonged to his neighbour Suhasini. Suhasini sued for trespass to land. Balram argued that he had made an honest mistake and had no intention to trespass on another's land. Which of the following correctly states the mens rea requirement for trespass to land?

(A) Trespass to land requires proof of subjective intention to enter land that the defendant knew belonged to another person; an honest and reasonable mistake as to ownership is a complete defence.

(B) Trespass to land is a strict liability tort; even an entirely involuntary entry (such as being physically thrown onto another's land) constitutes trespass.

(C) Trespass to land requires only that the defendant intentionally performed the act of entering the land; it does not require that the defendant knew the land belonged to another; an honest but mistaken belief in ownership does not negate the intentional act of entry; Balram has intentionally entered Suhasini's land and is liable for trespass.

(D) Trespass to land requires proof of malice; an innocent and well-intentioned entry can never constitute trespass.

**Q24.** Meera temporarily left her bicycle outside a shop. Aman, intending to return it within the hour, took the bicycle for a short ride without Meera's knowledge or consent. He returned the bicycle undamaged within 40 minutes. Meera discovered what had happened and brought a claim in trespass to goods, even though there was no physical damage. Which of the following correctly states the basis of trespass to goods?

(A) Trespass to goods requires proof of permanent deprivation; a temporary taking followed by return cannot constitute trespass to goods.

(B) Trespass to goods requires proof of physical damage to the goods; a temporary and undamaging interference is not actionable.

(C) Trespass to goods arises only when the goods are destroyed or permanently altered; mere interference with possession is insufficient.

(D) Trespass to goods consists of any intentional act of interference with the goods of another that is inconsistent with the possessor's right to possession; even a temporary taking without consent and without physical damage constitutes trespass to goods; Aman is liable to Meera.

**Q25.** BuildRight Ltd was engaged as an independent contractor to repair the front steps of a private residence. BuildRight left the steps in a dangerous condition overnight without adequate warnings or barriers. Mrs Kapila, a visitor who came to the premises the next morning, tripped on the unsafe steps and was injured. She sued both the homeowner (occupier) and BuildRight (the contractor). BuildRight argued that as it was not the occupier of the premises, it owed no duty of care to visitors. Which of the following correctly states whether a contractor who creates a dangerous condition on premises owes a duty of care?

(A) A contractor who creates a dangerous condition on premises owes an independent duty of care in negligence to persons who may foreseeably be injured by that danger, even though the contractor is not the occupier; BuildRight is liable to Mrs Kapila for creating and leaving an unsafe condition (*A.C. Billings & Sons v Riden* [1958]).

(B) Only the occupier of premises can be liable to visitors; an independent contractor acting on the occupier's instructions owes no duty to third parties.

(C) A contractor's duty is owed exclusively to the employer (the homeowner) under the terms of the contract; it does not extend to third-party visitors.

(D) A contractor is liable to visitors only if the contractor was in possession and control of the entire premises at the time of the accident, not merely the area being repaired.

**Q26.** Preethi, a resident of Pune, purchased a laptop online from TechMart Ltd, a company registered and operating from Mumbai. The laptop was delivered to Preethi in Pune. The laptop had a manufacturing defect and Preethi filed a consumer complaint against TechMart before the District Consumer Disputes Redressal Commission in Pune. TechMart objected, arguing that only the Mumbai commission, where it was registered, had jurisdiction. Which of the following correctly states the territorial jurisdiction rules for filing a consumer complaint under the Consumer Protection Act 2019?

(A) A consumer complaint must always be filed at the District Commission where the opposite party's registered office is situated; the consumer's place of residence is irrelevant.

(B) Under the Consumer Protection Act 2019, a complaint may be filed before the District Commission within whose jurisdiction the opposite party resides, carries on business, has a branch office, or personally works for gain; or where the cause of action wholly or partly arose; since the laptop was delivered to Preethi in Pune, the cause of action partly arose there, and the Pune commission has territorial jurisdiction.

(C) Online purchases are governed by exclusive e-commerce jurisdiction clauses; the Commission has no jurisdiction unless the platform's terms of service designate a particular forum.

(D) Territorial jurisdiction lies solely at the place where the goods were manufactured; neither the delivery address nor the registered office of the seller determines jurisdiction.

**Q27.** Harsh purchased a refrigerator in January 2020. A serious defect manifested in February 2021. Due to protracted failed negotiations with the manufacturer and personal family difficulties, Harsh filed a consumer complaint in November 2023, more than two years after the defect appeared. The opposite party sought dismissal on the ground of limitation. Harsh filed an application for condonation of delay. Which of the following correctly states the Commission's power to condone delay under the

Consumer Protection Act 2019?

(A) The two-year limitation period under the Consumer Protection Act 2019 is absolute; no power of condonation exists and delay cannot be excused under any circumstances.

(B) Delay in consumer complaints can only be condoned if the opposite party expressly consents; the Commission has no independent power to condone delay.

(C) Under Section 69(2) of the Consumer Protection Act 2019, the Commission may admit a complaint filed after the two-year limitation period if the complainant satisfies the Commission that there was sufficient cause for the delay; the Commission exercises a broad discretion and may condone the delay if Harsh provides satisfactory reasons for the late filing.

(D) Condonation of delay in consumer matters is available only for complaints relating to services; complaints relating to defective goods cannot benefit from the condonation power.

**Q28.** A truck owned by Speedway Ltd was parked on a public street. Due to a defect in the braking system, the truck rolled forward while unattended and with the engine off, and struck pedestrian Mr Arora who was walking past. Mr Arora filed a claim before the Motor Accidents Claims Tribunal. Speedway contended that no "motor accident" had occurred because the engine was not running and the vehicle was not being actively driven. Which of the following correctly identifies what constitutes a motor accident for the purposes of the Motor Vehicles Act 1988?

(A) A motor accident under the Motor Vehicles Act 1988 requires the engine of the vehicle to be running at the time of the incident; a stationary engine-off vehicle that rolls forward cannot cause a "motor accident" under the Act.

(B) Only road accidents involving two or more vehicles in motion constitute motor accidents under the Motor Vehicles Act; a pedestrian injured by a single vehicle has no claim under the Act.

(C) A motor accident requires a criminal act of driving; accidental rolling due to mechanical failure does not qualify under the Act.

(D) A motor accident under the Motor Vehicles Act 1988 encompasses accidents arising out of the use of a motor vehicle, which includes situations where uncontrolled movement of the vehicle due to a mechanical defect injures a person on a public road; the Tribunal has jurisdiction to adjudicate Mr Arora's claim and the rolling truck constitutes use of the vehicle in the relevant sense.

**Q29.** Kamla's husband was killed in a road accident involving a bus. A dispute arose as to whether the bus driver was negligent. Kamla's counsel advised that she could claim compensation without bearing the burden of proving negligence. Which of the following correctly describes the distinct avenue for compensation under the Motor Vehicles Act 1988 that does not require proof of negligence?

(A) Under Section 163A of the Motor Vehicles Act 1988, a claimant may seek compensation on the basis of a structured formula set out in the Second Schedule, without being required to prove negligence on the part of the driver or owner; compensation is calculated by reference to age, income, and dependency; this provides a simpler no-fault alternative to a claim under Section 166.

(B) The Motor Vehicles Act 1988 requires proof of negligence for all compensation claims; there is no provision for no-fault compensation under the Act.

(C) The insurance company may offer ex gratia payments but is not legally obligated to pay compensation without proof of fault.

(D) Compensation without proof of negligence is available only for accidents involving government vehicles, not private buses.

**Q30.** VeloCycle Ltd printed the name and image of well-known racing driver Aryan on its range of racing gloves and sports bags without Aryan's knowledge or consent. VeloCycle argued that its use of Aryan's image simply indicated its aspiration to be associated with high performance, and that no reasonable person would believe Aryan had personally endorsed the products. Aryan sued in the tort of passing off. Which of the following correctly identifies the elements of passing off applicable to unauthorised character merchandising?

(A) Celebrities and public figures have no legal right to control the commercial use of their name or image; passing off does not protect personal reputation or persona.

(B) Under the principle established in *Irvine v Talksport Ltd* [2002], a celebrity may bring an action in passing off where the defendant has made an actionable misrepresentation — for example, that the celebrity endorsed or was associated with the goods — causing or likely to cause damage to the celebrity's goodwill; Aryan's action succeeds if the use of his image creates a false impression of endorsement or association.

(C) Passing off in character merchandising cases requires the defendant to use an identical brand name; use of a person's image alone is insufficient to found a passing off claim.

(D) A passing off claim for character merchandising succeeds automatically without proof of misrepresentation or damage.

**Q31.** The branches of a tall tree growing on Vikram's land extended over Neha's compound wall, dropping leaves and blocking sunlight. Neha asked Vikram to trim the branches; Vikram refused. Without going to court, Neha engaged a contractor who entered Vikram's property and cut the overhanging branches, and also removed several branches that did not project onto her land. Vikram demanded compensation for the damage to his trees. Which of the following correctly states the law on abatement of nuisance by self-help?

(A) Self-help abatement of a nuisance is unlawful; all private nuisances must be remedied exclusively through court proceedings.

(B) A person abating a nuisance is entitled to take all steps necessary to fully rectify the situation, including entering the neighbour's land

and removing any part of the nuisance-causing object, even beyond the encroachment.

(C) A person may abate a private nuisance by self-help, including entering the neighbour's land after giving notice to the landowner; however, the abator must not cause unnecessary damage beyond what is necessary to remove the nuisance; removing branches that did not project onto Neha's land was beyond the scope of abatement, and Vikram may claim compensation for that excess.

(D) Abatement by self-help requires prior consent of a court; without a court order, any self-help measure constitutes trespass.

**Q32.** PharmaHealth Ltd's competitor, Nexus Labs, published a leaflet claiming that PharmaHealth's flagship pain relief tablet had been recalled by the Drug Regulator due to safety concerns — a statement that was entirely false. Pharmacies removed the product from their shelves and PharmaHealth suffered substantial loss of sales. PharmaHealth sought to bring a claim in injurious falsehood (slander of goods). Which of the following correctly identifies the elements that PharmaHealth must establish?

(A) PharmaHealth need only prove that the statement was false and that it suffered loss; malice is presumed against a commercial competitor.

(B) Injurious falsehood requires proof of special damage but not proof of malice; honest publication of a false statement is sufficient for liability.

(C) Injurious falsehood and defamation have identical elements; PharmaHealth may plead them interchangeably without proving malice.

(D) To succeed in injurious falsehood (slander of goods), PharmaHealth must prove: (i) a false statement of fact published by the defendant about the plaintiff's goods or business; (ii) publication was made maliciously (without honest belief in its truth or with reckless indifference as to its truth); (iii) the statement caused special damage (actual pecuniary loss); unlike defamation, malice and special damage must both be affirmatively proved (*Ratcliffe v Evans* [1892]).

**Q33.** Deepak owned farmland that had been left fallow for two years. During this period, a large crop of thistles grew naturally on the land. Thistle seeds blew onto his neighbour Subhash's fields, contaminating them. Subhash claimed compensation under the rule in *Rylands v Fletcher*, arguing that thistles were a dangerous accumulation that had escaped from Deepak's land. Which of the following correctly states whether naturally accumulated things on land can give rise to liability under *Rylands v Fletcher*?

(A) The rule in *Rylands v Fletcher* requires that the defendant must have brought the thing onto the land or authorised its accumulation there; naturally occurring accumulations on land that were not brought there by the defendant do not satisfy the "bringing on" requirement; no non-natural use of land is involved; Deepak is not liable under *Rylands* for naturally growing thistles (*Giles v Walker* [1890]).

(B) *Rylands v Fletcher* applies equally to natural and man-made accumulations on land; the key issue is whether the thing escaped and caused damage, not whether it was brought onto the land.

(C) Thistles are not included in the rule because they are not inherently dangerous; the key element is dangerousness, not whether the accumulation is natural or artificial.

(D) Deepak is liable under the absolute liability rule of *M.C. Mehta* because allowing thistles to grow constitutes a non-natural use of land.

**Q34.** Dr Tanya, a junior house officer recently qualified, was working in the neonatal intensive care unit of a hospital. In an emergency she inserted a catheter into a premature infant. Dr Tanya negligently inserted the catheter into a vein instead of an artery. A more experienced specialist would likely not have made this error. Dr Tanya argued that as a junior doctor she should be held to a lower standard of care reflecting her limited experience. Which of the following correctly states the standard of care applicable to a junior doctor working in a specialist unit?

(A) A junior doctor is held to the standard of a reasonably qualified lay person; professional experience does not raise the standard expected of a trainee.

(B) Under the principle in *Wilsher v Essex Area Health Authority* [1987], a junior doctor is expected to meet the standard of care reasonably to be expected of the person occupying the post they hold; a doctor working in a neonatal intensive care unit must meet the standard appropriate for that unit; inexperience does not lower the standard, though seeking senior guidance before acting would reduce the risk of breach.

(C) The standard of care for a junior doctor depends on whether the hospital formally assessed and confirmed the doctor's competence before assigning them to the specialist unit.

(D) A junior doctor working in a specialist unit is held to the standard of the most senior specialist in that unit, since the patient's right to competent treatment cannot be compromised.

**Q35.** Suresh worked in a textile factory for ten years. The factory used two types of industrial looms: Loom Type A operated by Company X and Loom Type B operated by Company Y. Both looms produced high levels of industrial noise in the same workplace. Suresh developed noise-induced hearing loss. Medical evidence established that both types of looms contributed to Suresh's hearing damage and that the total exposure was indivisible. He cannot establish which company's looms contributed more. He sues both companies. Which of the following correctly states the applicable causation rule?

(A) Suresh must identify which company's looms were the but-for cause of his hearing damage; if he cannot do so, he fails against both defendants.

(B) Each company is liable only for the proportion of noise it can be demonstrated to have contributed; if proportional contribution cannot be measured, Suresh fails entirely.

(C) Where two defendants independently breach duties of care and their combined negligent exposures produce an indivisible harm, and it cannot be established which defendant contributed more, each defendant who materially contributed to the harm is fully liable; Suresh succeeds against both Company X and Company Y, each of whom may then seek contribution from the other.

(D) Causation in noise-induced hearing loss cases is always assessed on the but-for test; the material contribution principle applies only to disease caused by inhaled particles.

**Q36.** Two contractors, SafeBuild Ltd and QuickFix Ltd, were jointly responsible for a construction site where a worker, Rajan, was injured through their combined negligence. A court found both companies equally liable to Rajan. SafeBuild paid the full damages award. SafeBuild then sought to recover half the amount from QuickFix. QuickFix refused to contribute, arguing that SafeBuild had chosen to pay voluntarily and had no right to recover from others. Which of the following correctly states the law on contribution between concurrent tortfeasors?

(A) A defendant who voluntarily pays an award to a claimant without seeking to apportion liability at trial loses the right to recover contribution from co-defendants.

(B) Contribution between joint tortfeasors is not available in law; each tortfeasor is independently liable only for the damage they actually caused.

(C) Contribution is available only where one defendant was entirely innocent and was held vicariously liable; co-defendants who were both at fault cannot seek contribution from each other.

(D) A defendant who has satisfied a judgment and paid more than their equitable share of the common liability is entitled to recover contribution from any other defendant who is, or would have been, liable to the claimant for the same damage; SafeBuild may recover half the damages from QuickFix; moreover, where one defendant was entirely without fault and held only technically liable, that defendant would be entitled to full indemnity (100% recovery) from the party solely responsible.

**Q37.** An airbase used for RAF training flights operated directly over Mr Saxena's estate, causing severe noise nuisance over many years. The Ministry of Defence argued that the airbase served vital national defence purposes and that no injunction should be granted since it would shut down essential military operations. Mr Saxena sought both an injunction and damages in lieu. Which of the following most accurately states how courts balance public interest against private nuisance rights?

(A) Although the public importance of an activity may be a powerful reason why a court declines to grant an injunction (since doing so would cause disproportionate public harm), it does not extinguish the private law right to compensation; where a defendant's activity constitutes a private nuisance, the court may award damages in lieu of an injunction to compensate the plaintiff while allowing the public-interest activity to continue (*Dennis v Ministry of Defence* [2003]).

(B) Where an activity is in the public interest, the plaintiff's private law right to sue in nuisance is entirely extinguished and no compensation is payable.

(C) Injunctions are always granted once nuisance is established regardless of the public importance of the defendant's activity, because the court must vindicate private property rights absolutely.

(D) A defendant engaged in activities serving the public interest is immune from all claims in private nuisance; the claimant's only remedy is an application to the relevant regulatory body.

**Q38.** Arun was employed as a skilled rigger by Atlas Cranes Ltd. Atlas seconded Arun to Horizon Construction Ltd for a specific project. Atlas paid Arun's wages and maintained his employment records; Horizon directed his day-to-day tasks on site. While following Horizon's specific rigging instructions, Arun negligently dropped equipment, injuring a co-worker. Both Atlas and Horizon each claim the other is vicariously liable. Which of the following most accurately states the position where an employee causes harm while working under the direction of a special employer?

(A) The general employer (Atlas) is always vicariously liable regardless of who was directing the employee at the time of the tort.

(B) In cases of dual or shared employment, the question of vicarious liability turns on which employer exercised sufficient control over the employee's actions at the time of the specific tort; where the special employer (Horizon) was giving the specific instructions that the employee was following when the tort occurred, there is a stronger basis for finding the special employer vicariously liable; in rare circumstances both employers may share liability simultaneously.

(C) The special employer (Horizon) is always vicariously liable because it was directing the employee's work on the day in question.

(D) No vicarious liability arises against either employer in cases of dual employment; liability falls on the employee personally.

**Q39.** Rajan was injured by a negligently driven car. He obtained a judgment against the driver, Singh. Singh's insurer, SafeGuard Insurance, refused to satisfy the judgment, arguing that Singh had breached a condition in the policy by failing to inform SafeGuard of a prior accident, entitling SafeGuard to avoid the policy as against Singh. Rajan sought to enforce the judgment directly against SafeGuard. SafeGuard argued that its right to avoid the policy defeated Rajan's claim. Which of the following correctly states the third-party rights against a motor vehicle insurer under Section 149 of the Motor Vehicles Act 1988?

(A) An insurer who has validly avoided the policy against the insured may refuse to satisfy any judgment obtained by a third party; the third party's rights are no greater than the insured's rights under the policy.

(B) A third party injured by a negligent driver has no direct right against the insurer; the third party may only execute the judgment against the driver's personal assets.

(C) Under Section 149 of the Motor Vehicles Act 1988, an insurer is bound to satisfy a judgment obtained against an insured driver by a third party, even where the insurer has grounds to avoid or rescind the policy as between itself and the insured; the insurer's remedy is to seek reimbursement from the insured; SafeGuard cannot use its policy dispute with Singh to defeat Rajan's claim.

(D) The insurer's right to avoid the policy for breach of condition is an absolute defence against third-party claims; once the policy is validly avoided, compulsory third-party coverage ceases entirely.

**Q40.** LuxPro Appliances Ltd imported electric pressure cookers from a Chinese manufacturer. One of the pressure cookers exploded in a consumer's kitchen in India, causing serious injuries. The Chinese manufacturer denied Indian jurisdiction. The injured consumer filed a product liability complaint under the Consumer Protection Act 2019. Which of the following correctly states who is liable under the product liability provisions of the Consumer Protection Act 2019 in relation to imported goods?

(A) Only the foreign manufacturer can be held liable for defective products; the Indian importer is merely a conduit and has no product liability.

(B) The Indian consumer can only pursue remedies against the foreign manufacturer through international arbitration; Indian courts have no jurisdiction over foreign manufacturers of consumer goods.

(C) Product liability in India applies only to defects arising after the goods enter India; defects in manufacturing that occurred abroad cannot attract Indian product liability law.

(D) Under Chapter VI of the Consumer Protection Act 2019, both the manufacturer of the product (wherever located) and the importer of the goods into India are liable for product liability claims; since the Chinese manufacturer is outside Indian jurisdiction, the Indian importer (LuxPro Appliances Ltd) is fully liable to the injured consumer under the product liability provisions, and the consumer may pursue LuxPro directly in India (Section 84 and related provisions).

## Detailed Solutions

### Q1.

**Solution**

**Concept — Continuing Tort and Limitation:** A continuing tort is one where the wrongful act persists or is repeated over time. Each fresh repetition of the tortious act gives rise to a fresh cause of action with its own limitation period. Consequently, earlier acts that fall outside the limitation window may be time-barred while later acts within the limitation period remain actionable.

**Analysis:** The factory's daily discharges from January 2022 to January 2024 each constitute a fresh act of trespass. The claim in respect of those acts is within time. The fact that the original conduct began in 2018 does not bar recovery for the continuing acts within the limitation period.

**Why other options are wrong:**

- **Option B:** Incorrect; continuing torts give rise to successive fresh causes of action, not a single time-limited one from the first act.
- **Option C:** Intention to continue indefinitely is not an element; the repetition of the tortious act is what matters.
- **Option D:** Limitation runs from each fresh act of the continuing wrong, not from the date of first damage.

**Final Answer:** Each repetition of a continuing tort gives a fresh cause of action; acts within the limitation period remain actionable. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q1

### Q2.

**Solution**

**Concept — Volenti Non Fit Injuria in Employment:** ***ICI Ltd v Shatwell*** **[1965]:** The House of Lords held that where two employees of equal standing jointly and voluntarily agreed to flout statutory safety rules imposed for their own protection, the employer could raise volenti against the injured employee in a vicarious claim. The injured employee himself agreed to run the very risk that materialised.

**Analysis:** Rajiv and Suresh jointly decided to defy clear safety instructions. Rajiv, being a party to that decision, voluntarily assumed the risk. The company was entitled to plead volenti vicariously on Suresh's behalf. The claim against the company fails.

**Why other options are wrong:**

- **Option A:** Volenti is available to employers sued vicariously where the employee voluntarily assumed the risk; *ICI v Shatwell* is direct authority.
- **Option C:** The House of Lords permitted the employer to plead volenti through the co-employee; it is not limited to direct claims.
- **Option D:** Employees can agree to waive protections intended only for themselves; mutual agreement between equals on safety-rule violation was the key in *Shatwell*.

**Final Answer:** Where employees jointly and voluntarily agree to flout safety rules, the employer may raise volenti vicariously against the injured employee. ⇒ $\boxed{\text{B}}$

**Answer: (B)** Go Back to Q2

## Q3.

### Solution

**Concept — Novus Actus Interveniens: Plaintiff's Own Conduct (*McKew v Holland & Hannen & Cubitts* [1969]):** The House of Lords held that where a plaintiff, knowing of a pre-existing weakness, acts unreasonably in a way that a reasonable person would not have done, and thereby sustains further injury, that unreasonable conduct is a novus actus interveniens breaking the chain of causation. The original tortfeasor is not liable for the additional injury flowing from the plaintiff's own unreasonable act.

**Analysis:** Devraj knew his leg might give way. Descending a steep, unrailed staircase unaided in full knowledge of this disability was unreasonable. The fall and additional injury were caused by his own intervening unreasonable act, not by the employer's original breach.

**Why other options are wrong:**

- **Option A:** Courts do not extend recovery for all downstream consequences; unreasonable plaintiff conduct can break the chain.
- **Option B:** The plaintiff's own conduct can break the chain of causation; it is not restricted to unrelated third-party interventions.
- **Option D:** But-for causation in the historical sense is not sufficient to impose unlimited liability; supervening unreasonable conduct severs the chain.

**Final Answer:** The plaintiff's own unreasonable conduct in light of a known disability is a novus actus interveniens; the employer is not liable for the additional injury. ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q3

## Q4.

### Solution

**Concept — Intervening Natural Event:** ***Carslegie Steamship Co Ltd v Royal Norwegian Government*** **[1952]:** The House of Lords held that where an independent natural event (the storm) intervenes after the defendant's breach and causes damage exceeding the original damage, and the vessel would in any event have been detained for the additional period due to the storm, the defendant is not liable for the additional period of detention caused exclusively by the natural event.

**Analysis:** The collision damage would have been repaired in 10 days. The remaining 41 days of detention were entirely attributable to the storm damage, an independent natural event. The defendant's liability for loss of use is therefore limited to the 10-day period.

**Why other options are wrong:**

- **Option A:** The but-for test in this direction would over-extend liability; the intervening natural event breaks the chain for the additional period.
- **Option B:** The storm damage was independent and not caused by the collision; the vessel's presence in port was not what made the storm damage more severe.
- **Option C:** A subsequent independent event does not automatically increase liability proportionally; it may instead break the chain.

**Final Answer:** An independent natural event causing additional damage breaks the chain of causation; the defendant is not liable for the additional 41 days caused by the storm. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q4

## Q5.

**Solution**

**Concept — Caparo Test: Auditors' Liability to Third Parties (*Caparo Industries plc v Dickman* [1990]):** The House of Lords held that a statutory auditor does not owe a duty of care to members of the public or to investors who rely on the audit report for the purpose of making investment decisions. The proximity requirement is not met as between auditors and the general investing public; the audit is prepared for the company's shareholders as a body, not for individual investors.

**Analysis:** Avantika is a member of the general investing public, not a shareholder to whom the audit was directed. The Caparo three-part test is not satisfied: there is no proximity between AuditTech and a random investor. The duty of care does not extend to Avantika; her claim fails.

**Why other options are wrong:**

- **Option B:** Foreseeability of harm alone is insufficient; proximity and the fair/just/reasonable element must also be satisfied.
- **Option C:** The Caparo test applies broadly to negligence claims for economic loss; it is not mutually exclusive with Hedley Byrne, which it extends and refines.
- **Option D:** Audits are prepared for the company and its shareholders as a body; they are not prepared for all stakeholders including prospective investors.

**Final Answer:** Under Caparo, no proximity exists between auditors and the general investing public; Avantika's claim fails. $\Rightarrow \boxed{\text{A}}$

**Answer: (A)** Go Back to Q5

## Q6.

**Solution**

**Concept — Negligence by Public Authorities: *Barrett v Enfield LBC* [2001]:** The House of Lords held that a public authority exercising statutory child care functions is not immune from a duty of care in all circumstances. Where the authority makes operational (day-to-day) decisions that fall below the standard expected of a reasonable social services authority, and those decisions cause foreseeable damage, a duty of care may arise. Pure policy decisions at a high level of governmental discretion retain immunity.

**Analysis:** The social workers' day-to-day decisions about Arjun's care were operational in nature. The case was not struck out at the preliminary stage; the duty of care issue required full trial. Arjun's claim may proceed to establish the operational negligence.

**Why other options are wrong:**

- **Option A:** Public authorities can owe duties of care in the operational exercise of statutory powers; immunity is not absolute.
- **Option C:** No requirement exists that the plaintiff be personally named in the statute; proximity and operational negligence suffice.
- **Option D:** No absolute immunity exists in child welfare cases; *Barrett* expressly rejected that approach.

**Final Answer:** Operational decisions by public authorities can give rise to a duty of care; Arjun's claim may proceed. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q6

## Q7.

### Solution

**Concept — Hedley Byrne Principle: Accountants and Financial Advisors:** Under *Hedley Byrne & Co Ltd v Heller & Partners Ltd* [1964] as developed, a duty of care for negligent misstatement or advice causing pure economic loss arises where there is a special relationship of proximity, the advisor assumes responsibility to an identifiable party, and that party relies on the advice. This extends to accountants and financial advisors who give specific advice to identified clients.

**Analysis:** Meridian assumed responsibility by giving specific written investment advice to Pawan, a clearly identified person who relied on it to his detriment. All elements of the Hedley Byrne duty are satisfied. The fact that a contractual relationship existed does not preclude the concurrent tortious duty.

**Why other options are wrong:**

- **Option A:** Financial advisors do owe tortious duties for negligent advice causing pure economic loss; the Hedley Byrne line of cases establishes this.
- **Option B:** Registration and licensing under financial legislation are distinct regulatory requirements; the tortious duty of care exists at common law independently.
- **Option D:** The duty of care in negligent advice cases extends to all identifiable persons who reasonably rely; it is not confined to institutional investors.

**Final Answer:** Under Hedley Byrne, financial advisors owe a duty to identifiable persons who rely on specific advice; Pawan's claim against Meridian succeeds. $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q7

## Q8.

### Solution

**Concept — Duty of Care to Suicide Risk in Custody (*Reeves v Commissioner of Police for the Metropolis* [1999]):** The House of Lords held that where the police are specifically aware that a detainee is a suicide risk, they owe a duty of care to prevent that risk from materialising. The detainee's own act of self-destruction does not break the chain of causation because preventing exactly such self-harm is the very purpose of the duty. The volenti defence is inapplicable where the duty exists to guard against the claimant's own acts.

**Analysis:** The custody officer knew Mahesh was a suicide risk. Leaving the cell flap accessible was a breach of that duty. The self-inflicted death does not break causation since the duty was specifically to prevent it. Volenti fails for the same reason.

**Why other options are wrong:**

- **Option A:** The detainee's autonomous act does not break the chain where the very purpose of the duty was to prevent that act.
- **Option B:** Volenti is inapplicable precisely because the duty is to guard against the person's own self-harming acts.
- **Option C:** Legal incapacity to make decisions is not a precondition for the duty of care towards a known suicide risk; the duty arises from the specific known risk.

**Final Answer:** Police owe a duty to prevent self-harm where they know of the risk; the detainee's own act does not break causation and volenti does not apply. $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q8

## Q9.

**Solution**

**Concept — Loss of Chance: Hypothetical Third-Party Conduct (*Allied Maples Group Ltd v Simmons & Simmons* [1995]):** The Court of Appeal held that where a plaintiff's loss depends on the hypothetical conduct of a third party (not the defendant), the plaintiff does not need to prove on the balance of probabilities that the third party would have acted favourably. It suffices to show a real and substantial chance (not a speculative or negligible one) that the third party would have done so, with damages assessed proportionally to that chance.

**Analysis:** Nilesh's loss depended on whether Omega Ltd would have accepted the protective term. He need not prove it was more likely than not. A real and substantial chance is sufficient; damages are then discounted proportionally to reflect the probability.

**Why other options are wrong:**

- **Option B:** The balance of probabilities test applies to the plaintiff's own hypothetical actions; for third-party conduct, the Allied Maples real-chance test applies.
- **Option C:** Loss of chance is compensable in negligence where third-party conduct is in issue; it is a well-established principle.
- **Option D:** The claim is not defeated by uncertainty about the third party's conduct; the chance itself has value.

**Final Answer:** Loss of chance based on a third party's hypothetical conduct is compensable if the chance was real and substantial; damages are assessed proportionally. $\Rightarrow \boxed{A}$

**Answer: (A)** Go Back to Q9

## Q10.

**Solution**

**Concept — Highway Authority's Duty of Care to Road Users:** A highway authority that has assumed responsibility for the maintenance of a public road owes a duty of care to road users. Where the authority has actual knowledge of a specific hazardous defect and fails to remedy it within a reasonable time, that failure constitutes a breach of duty, and the authority is liable for personal injury caused by the defect.

**Analysis:** The authority had actual knowledge of the pothole for six months and received two complaints. Its continued failure to repair was unreasonable. Vandana, as a road user, was within the class of persons to whom the duty was owed. Liability is established.

**Why other options are wrong:**

- **Option A:** Highway authorities can owe actionable tortious duties to road users; statutory immunity is limited in scope.
- **Option C:** The duty extends to physical repair; a warning-only duty would be inadequate and is not the law.
- **Option D:** Road maintenance duties run to road users, not only to the central government; individual claimants have standing to sue.

**Final Answer:** A highway authority with actual knowledge of a dangerous defect that fails to repair it within a reasonable time is liable to injured road users. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q10

## Q11.

**Solution**

**Concept — Standard of Care for Good Samaritan Medical Intervention:** A doctor who voluntarily assumes care of an accident victim owes a duty of care in negligence. The standard is that of a reasonably competent doctor acting in the same emergency circumstances, not that of a specialist in ideal conditions. The court takes into account the absence of proper equipment and the pressures of roadside emergency treatment when assessing whether the standard was met.

**Analysis:** Dr Rekha is not immune from liability, but the standard is not the ideal specialist standard. The court will assess whether she acted as a reasonably competent doctor would in a roadside emergency with limited resources. A clinical error that a specialist in a hospital might have avoided does not automatically mean the Good Samaritan breached the appropriate standard.

**Why other options are wrong:**

- **Option A:** Good Samaritan doctors are not immune; they owe a duty of care once they undertake treatment.
- **Option B:** The specialist hospital standard is not the benchmark; the emergency context and resource limitations are factored in.
- **Option D:** A doctor's professional training and knowledge are relevant; the standard is not reduced to that of a lay person simply because the setting is informal.

**Final Answer:** A Good Samaritan doctor owes a duty of care measured against the standard of a reasonably competent practitioner in the same emergency circumstances. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q11

## Q12.

### Solution

**Concept — Rylands v Fletcher Applied to Electricity (*National Telephone Co v Baker*):** High-voltage electricity stored and transmitted for commercial purposes at voltages far exceeding domestic supply can be regarded as a non-natural use of land. Where such electricity escapes and causes damage to neighbouring property, the escape may attract liability under *Rylands v Fletcher*. Electricity is treated as capable of "escaping" in the sense required by the rule.

**Analysis:** PowerGrid stored and transmitted electricity at non-domestic commercial voltages — a non-natural use. The cable snapped during a storm and the electricity arced to the building. The storm may or may not qualify as an act of God; an act of God must be truly extraordinary and unforeseeable. A storm alone may not suffice. PowerGrid's primary argument that electricity cannot "escape" under the rule is incorrect.

**Why other options are wrong:**

- **Option A:** Courts have accepted that electricity can escape in the Rylands sense; the rule is not confined to tangible physical substances.
- **Option B:** An act of God defence requires an event beyond any human foresight; an ordinary storm may not qualify, so this defence is not automatic.
- **Option C:** No authority restricts the rule to electricity stored in reservoirs; overhead high-voltage lines are within the rule's scope.

**Final Answer:** High-voltage commercial electricity transmission is a non-natural use; its escape may attract Rylands liability. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q12

## Q13.

### Solution

**Concept — Absolute Liability in India (*M.C. Mehta v Union of India* [1987]):** The Supreme Court of India evolved a rule of absolute liability for enterprises engaged in hazardous or inherently dangerous activities. Unlike *Rylands v Fletcher*, this rule admits no exceptions or defences. An enterprise operating a hazardous activity is absolutely liable for harm caused by the escape of the hazardous substance from its operations, regardless of fault or the cause of the escape.

**Analysis:** Apex Chemicals operates a hazardous chemical plant. The escape of toxic fumes causing mass respiratory injury triggers absolute liability under Indian law. The defences of latent manufacturing defect and exercise of reasonable care are not available under absolute liability. Apex is fully liable to all affected residents.

**Why other options are wrong:**

- **Option B:** Proof of specific negligence is not required under absolute liability; the escape of the hazardous substance suffices.
- **Option C:** *Rylands v Fletcher* strict liability with its defences does not apply in India to hazardous industrial operations; the absolute liability rule applies.
- **Option D:** Tort law liability operates concurrently with regulatory obligations; affected persons have both regulatory and private law remedies.

**Final Answer:** Absolute liability under *M.C. Mehta* admits no defences; Apex is fully liable regardless of the cause of the escape. $\Rightarrow \boxed{\text{A}}$

**Answer: (A)** Go Back to Q13

## Q14.

### Solution

**Concept — Strict Liability for Dogs Attacking Livestock:** The Animals Act 1971 (England) imposes strict liability on the keeper of a dog that kills or injures livestock. Unlike the general rule for dangerous animals, no knowledge of the dog's propensity to attack livestock is required. The liability is strict and attaches to the keeper upon proof that the dog attacked and injured livestock.

**Analysis:** Shivraj is the keeper of the golden retriever. The dog killed Ramsevak's sheep. Under the strict liability rule for dogs attacking livestock, knowledge of the dog's propensity is irrelevant. Shivraj is strictly liable for the loss of the three sheep regardless of the dog's prior behaviour.

**Why other options are wrong:**

- **Option A:** The scienter rule requiring knowledge of propensity applies to other types of animal liability but not to dogs killing livestock; livestock attacks carry strict liability without knowledge.
- **Option C:** The manner of the dog's escape (with or without fault on the keeper's part) does not affect the strict liability.
- **Option D:** Strict livestock liability is not restricted to designated dangerous breeds; it applies to any dog.

**Final Answer:** Keepers of dogs that kill livestock are strictly liable without any requirement of prior knowledge of dangerous propensity. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q14

## Q15.

### Solution

**Concept — Vicarious Liability: Economic Reality and Akin-to-Employment Test:** Modern courts assess vicarious liability by examining whether the relationship between the parties is sufficiently akin to employment, even if no formal employment contract exists. Relevant factors include: the degree of control exercised by the principal, integration of the worker's activities into the principal's business, economic dependence, and the ability to discipline or exclude the worker.

**Analysis:** Fastride exercised extensive control: it set routes, pricing, branding, dress code, and could terminate access to the network. Mr Saini's activities were fully integrated into Fastride's business. The relationship was sufficiently akin to employment. Fastride is vicariously liable for his negligence.

**Why other options are wrong:**

- **Option A:** A formal employment contract is not the only basis for vicarious liability; the akin-to-employment test has been recognised.
- **Option B:** Vehicle ownership is not the determinative criterion for vicarious liability; control and integration are the key factors.
- **Option D:** Tax status (self-employed) is relevant but not determinative; actual control governs vicarious liability in tort.

**Final Answer:** Under the economic reality/akin-to-employment test, Fastride's extensive control makes it vicariously liable for Mr Saini's negligence. $\Rightarrow \boxed{\text{C}}$

**Answer: (C)** Go Back to Q15

## Q16.

**Solution**

**Concept — Vicarious Liability and Temporary Loan of Employee (*Mersey Docks and Harbour Board v Coggins & Griffith* [1947]):** The House of Lords held that where a general employer lends an employee to a special employer, the general employer remains vicariously liable unless the special employer assumed such a complete degree of control that it effectively became the employee's employer for the relevant activity. Merely directing what tasks to perform is insufficient; there must be control over how the work is performed. The burden of displacing the general employer's liability is a heavy one.

**Analysis:** Northern Cranes paid Prakash's wages and retained dismissal rights. Coastal Builders gave task-specific instructions (what to lift and when) but did not control how Prakash operated the crane. The heavy burden of displacing liability from Northern Cranes to Coastal Builders was not discharged. Northern Cranes remains liable.

**Why other options are wrong:**

- **Option A:** Day-to-day task instructions alone do not transfer vicarious liability; control over the manner of work is required.
- **Option B:** Equal sharing is not the default; one employer is primarily liable and *Mersey Docks* makes it the general employer unless control is fully transferred.
- **Option C:** A skilled specialist provided under a hiring arrangement is typically an employee of the general employer, not an independent contractor for the special employer.

**Final Answer:** General employer remains vicariously liable unless complete control over the manner of work transfers to the special employer; Northern Cranes is liable. $\Rightarrow \boxed{\text{D}}$

**Answer: (D)** Go Back to Q16

## Q17.

**Solution**

**Concept — Defamation: Corporate Claimant (*South Hetton Coal Co v NE News Association* [1894]):** A corporation has a trading reputation and is entitled to protect it through an action for defamation. A statement imputing fraud, dishonesty, insolvency, or other conduct that damages the company's business reputation is actionable libel. The company need not prove feelings were hurt; damage to its commercial reputation and goodwill is the cognisable harm.

**Analysis:** The newspaper alleged systemic bribery and corruption by Greenfield Pharmaceuticals — a statement directly damaging its trading reputation. Greenfield can maintain the libel action to vindicate and protect its commercial reputation. The action is properly constituted.

**Why other options are wrong:**

- **Option B:** Corporations have actionable reputations; the early common law position was altered and the right to sue is well-established.
- **Option C:** Individual officer damage is not a prerequisite for the company's own action; the company sues in its own right.
- **Option D:** No special immunity applies to national newspapers defending against commercial claimants; defendants must raise proper defences such as truth or public interest.

**Final Answer:** A company can sue for defamation in respect of its trading reputation; Greenfield's action is maintainable. $\Rightarrow \boxed{A}$

**Answer: (A)** Go Back to Q17

## Q18.

**Solution**

**Concept — Defamation: Live Broadcasting Liability:** The maker of a defamatory statement is primarily liable as author. A broadcaster who transmits live content may also be liable as a publisher, but liability depends on the degree of editorial control exercised. Where the broadcaster could have taken precautions (delay, screening, editorial oversight) but did not, it may be found to have published the statement. The innocent dissemination defence may be available if the broadcaster had no knowledge and no reasonable means of knowing.

**Analysis:** The caller made the defamatory statement during a live call-in and is primarily liable. WaveTV's liability as publisher depends on what editorial precautions it had in place. A broadcaster that exercised insufficient precautions for a live phone-in may be found to have published the statement.

**Why other options are wrong:**

- **Option A:** WaveTV is not automatically absolutely liable; its liability depends on editorial control and knowledge.
- **Option C:** Innocent dissemination is not a blanket protection for live broadcasting; it depends on the broadcaster's reasonable precautions.
- **Option D:** The distinction between network and production company does not determine liability; editorial control is the key.

**Final Answer:** The caller is primarily liable; the broadcaster may be liable depending on editorial control and precautions taken. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q18

## Q19.

### Solution

**Concept — Natural and Ordinary Meaning in Defamation (*Sim v Stretch* [1936]):** Lord Atkin in *Sim v Stretch* formulated the test for defamation as whether the words tend to lower the plaintiff in the estimation of right-thinking members of society generally. The natural and ordinary meaning is what the words would convey to a reasonable person who is not unduly suspicious or unduly naive, reading the whole publication in context. The meaning is objective; the defendant's subjective intent and extrinsic facts not apparent from the publication are irrelevant.

**Analysis:** A reasonable reader of Mr Kapoor's letter would likely understand "pay under the table" as an implication of bribery or corrupt practices. The court applies an objective standard, not the defendant's claimed innocent interpretation or the knowledge of insider readers.

**Why other options are wrong:**

- **Option A:** The test is objective, not personalised to each individual reader's background knowledge.
- **Option B:** The defendant's subjective intent is irrelevant; the test is what reasonable readers would understand.
- **Option D:** Dictionary-only definitions are an impoverished approach; the full context and reasonable reader standard governs meaning.

**Final Answer:** Natural and ordinary meaning is what a reasonable, objective reader would understand; the defendant's subjective intent is irrelevant. $\Rightarrow \boxed{C}$

**Answer: (C)** Go Back to Q19

## Q20.

### Solution

**Concept — Limitation in Defamation: Multiple Publication Rule:** Defamation actions are subject to a short limitation period (one year in English law; comparable periods in Indian law). Under the multiple publication rule, each distinct publication gives rise to a fresh cause of action with its own limitation period running from the date of that publication. A republication in a new article is a separate act of publication.

**Analysis:** The 2020 blog post gave rise to a cause of action in May 2020 when Radhika became aware. The limitation period for that post expired approximately one year later. The 2023 republication in a new article is a fresh publication giving a fresh cause of action; her September 2023 complaint in relation to the 2023 article is within time.

**Why other options are wrong:**

- **Option A:** Under the multiple publication rule, limitation runs separately from each publication; the 2020 post and 2023 republication are separate.
- **Option B:** Defamation claims are subject to statutory limitation periods; they cannot be filed indefinitely.
- **Option C:** Limitation runs from the date of publication, not from the date of the plaintiff's discovery, unless a specific discoverability extension applies.

**Final Answer:** Each distinct publication gives a fresh cause of action; the 2023 republication is within time, but the 2020 post claim is time-barred. $\Rightarrow \boxed{D}$

**Answer: (D)** Go Back to Q20

## Q21.

**Solution**

**Concept — Right to Light as an Easement (*Colls v Home & Colonial Stores Ltd* [1904]):** The right to receive natural daylight through defined windows in a building can be acquired as a legal easement by long user (20 years as of right without interruption under the Prescription Act 1832 or equivalent). Substantial interference with an acquired easement of light by a new structure is actionable. Planning permission from a public authority does not override a private property right such as an easement.

**Analysis:** Mr Patel's windows have received light as of right for more than 30 years, well exceeding the prescriptive period. He has a legal easement of light. The developer's new building substantially interfering with that light is a private nuisance actionable by injunction or damages. Planning permission is irrelevant to the private law right.

**Why other options are wrong:**

- **Option B:** The right to light is a recognised easement acquirable by prescription; it is not merely a personal right.
- **Option C:** Planning permission operates in public law; it does not extinguish private law easements or rights.
- **Option D:** The right to light applies to windows admitting light regardless of orientation; there is no restriction to skylights.

**Final Answer:** A prescriptive easement of light is acquired after 20 years; substantial interference is actionable; planning permission does not override it. $\Rightarrow$ $\boxed{\text{A}}$

**Answer: (A)** Go Back to Q21

## Q22.

**Solution**

**Concept — Airspace Rights and Trespass:** The maxim *cuius est solum, eius est usque ad coelum et ad inferos* grants a landowner rights in the airspace above and subsoil below the land, but only to the height reasonably necessary for ordinary use and enjoyment. A structure erected by a neighbour that physically encroaches into that airspace constitutes a trespass to land, even if it does not cause physical damage at ground level.

**Analysis:** A balcony projecting 1.5 metres into airspace 4 metres above Riya's land is within the height reasonably necessary for use and enjoyment of land and structures. It constitutes a trespass to land without any requirement of physical damage. Riya has an actionable claim.

**Why other options are wrong:**

- **Option A:** Landowners do have actionable rights in airspace to a reasonable height; the *cuius est solum* doctrine establishes this.
- **Option C:** Airspace rights are not limited to aircraft; they apply to any physical encroachment by neighbouring structures.
- **Option D:** Physical damage at ground level is not required for a trespass to airspace; any unauthorised physical encroachment suffices.

**Final Answer:** A neighbour's structure physically encroaching into a landowner's airspace at a reasonable height constitutes trespass to land without need of physical damage. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q22

## Q23.

**Solution**

**Concept — Mens Rea for Trespass to Land:** Trespass to land is an intentional tort in the sense that the defendant must have intentionally performed the act of entering the land. It does not require any intention to commit a legal wrong or knowledge that the land belongs to another. An honest and mistaken belief that the land is one's own does not negate the intentional act of walking across it.

**Analysis:** Balram intentionally walked across the land. The fact that he believed it was his own is irrelevant to the trespass; his act of entry was voluntary. He is liable for trespass to land. His mistaken belief may however be relevant to the measure of damages (no aggravated or exemplary damages in a good-faith case).

**Why other options are wrong:**

- **Option A:** Knowledge that the land belongs to another is not required; intention to enter is sufficient.
- **Option B:** Trespass is not strict liability for involuntary acts; an unwilling physical placement on another's land (being thrown) is not trespass. The tort requires voluntary intentional entry.
- **Option D:** Malice is not required; innocent intentional entry constitutes trespass, though it affects the remedy.

**Final Answer:** Trespass requires only that the defendant intentionally entered the land; honest mistake as to ownership is no defence. $\Rightarrow$ $\boxed{\text{C}}$

**Answer: (C)** Go Back to Q23

## Q24.

### Solution

**Concept — Trespass to Goods: Interference with Possession:** Trespass to goods is the intentional, direct interference with goods in the possession of another, without lawful justification. The tort does not require permanent deprivation, physical damage, or destruction of the goods. Any intentional act that is inconsistent with the possessor's right to possession — including a temporary taking — constitutes trespass to goods.

**Analysis:** Aman intentionally took Meera's bicycle without her consent, even if he intended to return it. Taking and using the bicycle for 40 minutes was inconsistent with Meera's right to possession. The undamaged return does not undo the trespass. Aman is liable.

**Why other options are wrong:**

- **Option A:** Permanent deprivation is not required for trespass to goods; temporary taking suffices.
- **Option B:** Physical damage to the goods is not an element of trespass to goods; interference with possession is the gravamen.
- **Option C:** Destruction or permanent alteration is not required; mere interference is actionable.

**Final Answer:** Any intentional taking without consent, even temporary and undamaging, constitutes trespass to goods; Aman is liable. $\Rightarrow$ $\boxed{\text{D}}$

**Answer: (D)** Go Back to Q24

## Q25.

**Solution**

**Concept — Contractor's Independent Duty to Third Parties (*A.C. Billings & Sons v Riden* [1958]):** The House of Lords held that an independent contractor who creates or leaves a dangerous condition on premises owes its own independent duty of care in negligence to persons who may foreseeably suffer harm from that condition. This duty exists alongside any liability of the occupier and is not limited to the contractual relationship between the contractor and its employer.

**Analysis:** BuildRight created a dangerous condition (unsafe steps without warnings) and left it overnight. It was entirely foreseeable that visitors would come to the premises and be injured. BuildRight owes Mrs Kapila a duty of care independently of the occupier's liability, and is liable for the dangerous condition it created.

**Why other options are wrong:**

- **Option B:** Contractor liability to third parties exists independently of the occupier's liability; the principle is well-established.
- **Option C:** The contractor's duty extends beyond the employer to all foreseeable victims of the dangerous condition it creates.
- **Option D:** Control of the entire premises is not required; creating a specific dangerous condition in the area of work is sufficient to impose a duty.

**Final Answer:** A contractor who creates a dangerous condition owes an independent duty to foreseeable third parties; BuildRight is liable to Mrs Kapila. $\Rightarrow$ $\boxed{\text{A}}$

**Answer: (A)** Go Back to Q25

## Q26.

**Solution**

**Concept — Territorial Jurisdiction of District Commission: Consumer Protection Act 2019:** Under Section 34 of the Consumer Protection Act 2019, a consumer complaint may be filed before the District Commission within whose local limits: (i) the opposite party ordinarily resides, carries on business, has a branch office, or personally works for gain; or (ii) the cause of action, wholly or in part, arises. This gives the consumer the option to file where the cause of action arose, which includes the place of delivery of defective goods.

**Analysis:** The laptop was delivered to Preethi in Pune; the defect manifested at her place in Pune. The cause of action partly arose in Pune. The Pune District Commission has territorial jurisdiction. TechMart's objection fails.

**Why other options are wrong:**

- **Option A:** The registered office location is one of the options, not the exclusive basis; the place of cause of action is equally valid.
- **Option C:** Platform terms of service cannot oust statutory jurisdiction granted by the Consumer Protection Act.
- **Option D:** The place of manufacture is not listed in the statutory jurisdiction provisions; delivery and cause of action are the relevant connecting factors.

**Final Answer:** A complaint may be filed where the cause of action arose; delivery of defective goods in Pune gives the Pune commission jurisdiction. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q26

## Q27.

**Solution**

**Concept — Condonation of Delay: Section 69(2) Consumer Protection Act 2019:** Section 69(2) of the Consumer Protection Act 2019 provides that a complaint filed after the two-year limitation period may be admitted if the complainant satisfies the Commission that there was sufficient cause for the delay in filing. The Commission has wide discretion to condone delay where sufficient cause is demonstrated; the Commission is not bound to dismiss every delayed complaint.

**Analysis:** Harsh filed approximately 32 months after the defect appeared (February 2021 to November 2023). The complaint is prima facie beyond the two-year period. However, if Harsh can demonstrate sufficient cause (protracted good-faith negotiations, personal difficulties), the Commission may exercise its discretion under Section 69(2) to condone the delay and admit the complaint.

**Why other options are wrong:**

- **Option A:** The limitation period is not absolute; Section 69(2) expressly confers a power of condonation.
- **Option B:** The Commission's condonation power is independent of the opposite party's consent; it is a judicial discretion.
- **Option D:** The condonation power applies to all consumer complaints, whether relating to goods or services; no such distinction exists in Section 69(2).

**Final Answer:** Section 69(2) CPA 2019 gives the Commission broad discretion to condone delay on sufficient cause; Harsh may apply for condonation. $\Rightarrow \boxed{\text{C}}$

**Answer: (C)** Go Back to Q27

## Q28.

### Solution

**Concept — Definition of Motor Accident under the Motor Vehicles Act 1988:** The Motor Vehicles Act 1988 provides for claims arising out of accidents involving the use of motor vehicles on public roads. The phrase "use of a motor vehicle" has been interpreted broadly to include incidents arising from the vehicle's presence and movement on a public road, not limited to cases where the engine is running and a driver is actively steering the vehicle.

**Analysis:** The truck rolled forward due to a braking system defect. This is an incident arising from the use (including unsafe maintenance) of the vehicle on a public street. The MACT has jurisdiction. Whether the engine is running is not the test; the relevant question is whether the accident arose out of the use of the motor vehicle.

**Why other options are wrong:**

- **Option A:** The engine being on is not a requirement; use of the vehicle encompasses its presence and condition on the road.
- **Option B:** Single-vehicle accidents injuring pedestrians are within the MACT's jurisdiction; two vehicles in motion is not required.
- **Option C:** A criminal act of driving is not required; negligent or unsafe maintenance causing a vehicle to move uncontrolled is within the Act's scope.

**Final Answer:** A motor accident encompasses accidents arising from the use of a vehicle, including uncontrolled movement due to mechanical defect; the MACT has jurisdiction. $\Rightarrow \boxed{\text{D}}$

**Answer: (D)** Go Back to Q28

## Q29.

**Solution**

**Concept — Section 163A: Structured Formula Compensation without Proof of Negligence:** Section 163A of the Motor Vehicles Act 1988 provides an alternative to the fault-based claim under Section 166. Under Section 163A, claimants (victims or their dependants) may seek compensation based on a structured formula in the Second Schedule, without the burden of proving negligence. Compensation is calculated by reference to age, income, and number of dependants.

**Analysis:** Kamla can file a claim under Section 163A, avoiding the burden of proving the bus driver's negligence. The Second Schedule formula provides a standardised compensation amount. This is particularly useful where fault is disputed or evidence of negligence is difficult to obtain.

**Why other options are wrong:**

- **Option B:** Section 163A expressly provides a no-fault compensation avenue; the assertion that all claims require negligence proof is incorrect.
- **Option C:** Section 163A creates a legal entitlement, not a discretionary ex gratia payment; the insurer is legally obligated to pay under the statutory formula.
- **Option D:** Section 163A applies to all motor vehicles; it is not confined to government vehicles.

**Final Answer:** Section 163A provides no-fault structured compensation; Kamla need not prove negligence and may use the Second Schedule formula. $\Rightarrow \boxed{A}$

**Answer: (A)** Go Back to Q29

## Q30.

**Solution**

**Concept — Passing Off: Character Merchandising (*Irvine v Talksport Ltd* [2002]):** Laddie J (affirmed on appeal) held that a celebrity has goodwill in their name and image in a trading or professional capacity, and may bring a passing off action where the defendant makes a false representation that the celebrity endorsed or was associated with their goods or services. The three elements of passing off — goodwill, misrepresentation, and damage — apply in the celebrity endorsement context.

**Analysis:** Aryan has goodwill as a racing driver. VeloCycle's use of his name and image on its products creates a misrepresentation that he endorsed them. Consumers could reasonably believe Aryan approved or sponsored the products. This constitutes an actionable misrepresentation causing damage to Aryan's goodwill in his endorsement market.

**Why other options are wrong:**

- **Option A:** Passing off protects the goodwill associated with a person's name and reputation in a commercial context; *Irvine v Talksport* confirms this.
- **Option C:** Use of image alone, without the identical brand name, can constitute passing off where it implies endorsement.
- **Option D:** The full three elements of passing off (goodwill, misrepresentation, damage) must be proved; automatic liability does not arise.

**Final Answer:** Under *Irvine v Talksport*, celebrity image misrepresenting endorsement constitutes passing off if goodwill, misrepresentation, and damage are shown. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q30

## Q31.

### Solution

**Concept — Abatement of Nuisance by Self-Help:** Private nuisance may be abated (remedied) by self-help without resort to court proceedings. The person abating may enter the neighbour's land after giving reasonable notice (except in emergencies), and must confine their actions strictly to removing the nuisance. They must not cause unnecessary damage or go beyond what is reasonably required to eliminate the nuisance. Excessive abatement is itself a trespass.

**Analysis:** Neha was entitled to abate the nuisance caused by the overhanging branches. She should have given Vikram notice before entry. Her removal of branches projecting onto her land was within her abatement right. However, removing branches that did not project onto her land exceeded the scope of lawful abatement and constitutes trespass; Vikram may claim for that damage.

**Why other options are wrong:**

- **Option A:** Self-help abatement is a recognised right in private nuisance; it does not require court proceedings.
- **Option B:** The scope of abatement is strictly limited to removing the nuisance; going beyond the encroachment is unlawful.
- **Option D:** No prior court order is required for abatement; prior notice to the landowner before entering their property is required (unless emergency),

not a court order.

**Final Answer:** Abatement is lawful but scope-limited; removing non-encroaching branches exceeded lawful abatement and Vikram may claim for that excess. $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q31

## Q32.

**Solution**

**Concept — Injurious Falsehood (Slander of Goods): *Ratcliffe v Evans* [1892]:** Injurious falsehood (including slander of goods) requires proof of three elements: (i) a false statement of fact about the plaintiff's goods, property, or business; (ii) publication of the statement with malice (dishonestly, without honest belief in its truth, or with reckless indifference); and (iii) that the publication caused the plaintiff special damage (actual pecuniary loss). Unlike defamation, both malice and special damage are essential elements that must be affirmatively proved.

**Analysis:** The statement about the drug recall was false. Nexus Labs published it maliciously as a competitor without honest belief. PharmaHealth suffered substantial pecuniary loss (lost sales). All three elements can be established. Option D correctly identifies the full test.

**Why other options are wrong:**

- **Option A:** Malice is not presumed against competitors; it must be proved.
- **Option B:** Both malice and special damage are required; a merely careless false statement without malice is insufficient.
- **Option C:** Injurious falsehood and defamation have different elements; defamation does not require proof of special damage or malice in the same way.

**Final Answer:** Injurious falsehood requires proof of a false statement, malice, and special damage; all three must be affirmatively established. $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q32

## Q33.

**Solution**

**Concept — Rylands v Fletcher: Natural Accumulation (*Giles v Walker* [1890]):** For Rylands v Fletcher liability to arise, the defendant must have brought the thing onto the land (or authorised or encouraged its accumulation). If the thing accumulated naturally without any act or authorisation by the occupier, the "bringing on" element of the rule is not satisfied and Rylands v Fletcher does not apply. The occupier may still face liability in negligence if they knew of the hazard and failed to take reasonable steps to address it.

**Analysis:** Deepak did not plant or encourage the thistles; they grew naturally during a fallow period. He did not bring them onto the land. The "bringing on" requirement of Rylands is not satisfied. The rule does not apply, and Deepak is not liable under Rylands for the natural growth of thistles.

**Why other options are wrong:**

- **Option B:** Rylands requires the thing to have been brought onto the land by the defendant; natural accumulations fall outside the rule.
- **Option C:** The reason for the exclusion of natural accumulations is the absence of the "bringing on" requirement, not merely the absence of inherent danger.
- **Option D:** Allowing natural growth is not a non-natural use of land in the Rylands sense; the absolute liability rule of M.C. Mehta applies to industrial hazardous activities, not agricultural land left fallow.

**Final Answer:** Rylands requires the defendant to have brought the thing onto the land; naturally accumulated thistles do not satisfy this element. $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q33

## Q34.

**Solution**

**Concept — Standard of Care for Junior Doctor in Specialist Unit (*Wilsher v Essex Area Health Authority* [1987]):** The Court of Appeal held that the standard of care applicable to a doctor is objective: it is the standard appropriate to the post the doctor occupies, not the standard of the most senior specialist in that unit. A junior doctor is expected to meet the standard of a reasonably competent person occupying that junior post in that specialist unit, not a lower standard reflecting personal inexperience. Seeking senior advice before acting reduces the risk of breach.

**Analysis:** Dr Tanya occupied the post of junior house officer in a neonatal intensive care unit. The standard expected is that of a competent junior doctor in that unit. Her inexperience does not lower the applicable standard; patients are entitled to treatment at the standard appropriate for the post.

**Why other options are wrong:**

- **Option A:** A junior doctor is held to a professional medical standard appropriate to the post, not a lay person's standard.
- **Option C:** The standard is not conditional on formal competency assessment by the hospital; it is an objective standard tied to the post.
- **Option D:** The standard is that of the post (junior doctor in the unit), not the most senior specialist; patients are entitled to the appropriate post-holder standard.

**Final Answer:** A junior doctor in a specialist unit is held to the standard appropriate to that post; inexperience does not lower the standard. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q34

## Q35.

### Solution

**Concept — Causation: Material Contribution with Multiple Defendants and Indivisible Harm:** Where two or more defendants each independently breach duties of care and their combined exposures produce an indivisible harm (harm that cannot be separated into distinct contributions), and the precise contribution of each cannot be determined, the material contribution principle allows each defendant who materially contributed to the overall causative exposure to be held fully liable. They may then seek contribution from each other.

**Analysis:** Both Company X and Company Y negligently exposed Suresh to hazardous noise. The resulting hearing loss is indivisible and neither company's contribution can be separately quantified. Each materially contributed to the harm. Both are fully liable. Suresh succeeds against both; each company may seek contribution from the other.

**Why other options are wrong:**

- **Option A:** The strict but-for test is modified in cases of material contribution to indivisible harm; Suresh does not fail merely because he cannot isolate a single but-for cause.
- **Option B:** Full liability (not just proportional contribution) attaches where

each defendant's contribution to an indivisible harm is material.

- **Option D:** The material contribution principle is not confined to inhaled particles; it applies to any indivisible harm from cumulative exposure including noise.

**Final Answer:** Material contribution to an indivisible harm makes each defendant fully liable; Suresh succeeds against both companies. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q35

## Q36.

### Solution

**Concept — Contribution between Co-defendants:** Where two or more defendants are jointly and severally liable for the same damage, a defendant who satisfies the judgment and pays more than their equitable share is entitled to recover contribution from the other defendants under contribution legislation. The right to contribution is independent of whether it was asserted at trial; it arises by operation of law. Where one defendant was entirely faultless and only technically liable, they are entitled to full indemnity (100% recovery) from the party solely at fault.

**Analysis:** SafeBuild and QuickFix were found equally liable. SafeBuild paid the full award. SafeBuild paid more than its 50% equitable share. It is entitled to recover 50% contribution from QuickFix by operation of law. QuickFix's argument that SafeBuild chose to pay voluntarily is incorrect.

**Why other options are wrong:**

- **Option A:** Paying judgment does not forfeit the right to contribution; the right arises by statute upon satisfaction of the judgment.
- **Option B:** Contribution between concurrent tortfeasors is a well-established legal right; each is not confined to liability for damage they solely caused.
- **Option C:** Contribution is available between all co-defendants jointly liable for the same damage, including those who were both at fault.

**Final Answer:** A defendant paying more than their equitable share may recover contribution from co-defendants; SafeBuild may recover 50% from QuickFix. $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q36

## Q37.

**Solution**

**Concept — Nuisance: Public Interest and Damages in Lieu of Injunction (*Dennis v Ministry of Defence* [2003]):** Buckley J held that the RAF training flights constituted a private nuisance causing significant interference with Mr Dennis's enjoyment of his estate. The public importance of the training activity was a compelling reason to decline an injunction, as stopping the flights would seriously harm national defence. However, the public interest in the activity did not extinguish the private law right; the court awarded substantial damages in lieu of an injunction to compensate for past and future interference.

**Analysis:** Mr Saxena suffers a genuine private nuisance. The court can and should compensate him for this, but may decline to grant an injunction given the vital public interest in the airbase's operations. Damages in lieu vindicate the private right while allowing the public-interest activity to continue.

**Why other options are wrong:**

- **Option B:** The private law right to compensation is not extinguished by public interest; *Dennis* awarded substantial damages.
- **Option C:** Injunctions are discretionary; public interest in the defendant's activity is a legitimate reason to withhold an injunction and award damages instead.
- **Option D:** There is no immunity from private nuisance claims for defendants engaged in public-interest activities; the court merely exercises discretion in the remedy.

**Final Answer:** Public interest may justify refusing an injunction but does not extinguish the right to compensation; damages in lieu vindicate the private nuisance right. $\Rightarrow \boxed{\text{A}}$

**Answer: (A)** Go Back to Q37

## Q38.

**Solution**

**Concept — Vicarious Liability in Dual Employment:** Where an employee is lent by a general employer to a special employer, vicarious liability depends on which employer had sufficient control over the employee's actions at the time of the specific tort. Merely retaining wage-payment or dismissal rights does not automatically keep liability with the general employer if the special employer was directing and controlling the relevant work. In exceptional cases, both employers may be simultaneously vicariously liable.

**Analysis:** Horizon was directing the specific rigging instructions that Arun was following when the tort occurred. This gives a stronger basis for finding Horizon vicariously liable as the party exercising actual control at the relevant time. The issue is a factual one requiring assessment of which employer controlled the manner of the relevant work; simultaneous liability is possible.

**Why other options are wrong:**

- **Option A:** The general employer is not always liable; control at the time of the tort may shift liability to the special employer.
- **Option C:** The special employer is not always liable merely because it directed work on the day; the full control analysis applies.
- **Option D:** Dual employment cases always involve one or both employers bearing liability; personal liability on the employee alone is not the standard outcome.

**Final Answer:** Vicarious liability in dual employment turns on actual control at the time of the tort; the special employer directing specific actions bears stronger liability. $\Rightarrow \boxed{\text{B}}$

**Answer: (B)** Go Back to Q38

## Q39.

### Solution

**Concept — Third-Party Rights against Motor Vehicle Insurer: Section 149 MV Act 1988:** Section 149 of the Motor Vehicles Act 1988 requires insurers to satisfy judgments obtained by third parties against insured drivers, even where the insurer has grounds to avoid or cancel the policy as between itself and the insured (such as breach of a condition). The insurer's recourse is a right of recovery against the insured, not a right to defeat the third party's claim. This provision protects injured third parties and ensures the compulsory insurance scheme is effective.

**Analysis:** Rajan obtained a judgment against Singh. SafeGuard is bound under Section 149 to satisfy that judgment despite its policy dispute with Singh. SafeGuard must pay Rajan and may then pursue Singh for reimbursement. The policy-avoidance argument cannot be used against Rajan.

**Why other options are wrong:**

- **Option A:** Section 149 specifically overrides the general position that the third party's rights are no greater than the insured's; the section creates a direct obligation.

- **Option B:** Section 149 gives the third party a direct right against the insurer; they need not rely solely on the driver's personal assets.
- **Option D:** Policy avoidance between insurer and insured does not defeat the Section 149 right of third parties; the insurer remains bound to satisfy the judgment.

**Final Answer:** Under Section 149 MV Act 1988, the insurer must satisfy the third-party judgment even where it can avoid the policy against the insured. $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q39

## Q40.

### Solution

**Concept — Product Liability for Imported Goods: Consumer Protection Act 2019:** Chapter VI of the Consumer Protection Act 2019 (Sections 82–87) establishes product liability. Under these provisions, a "product manufacturer" includes any entity that imports a product into India. The importer is treated as the manufacturer for product liability purposes in respect of Indian consumers, ensuring that consumers are not left without a remedy simply because the actual manufacturer is a foreign entity outside Indian jurisdiction.

**Analysis:** LuxPro Appliances Ltd imported the pressure cookers. As the importer, it is treated as the product manufacturer for the purposes of Indian product liability law. The Chinese manufacturer's absence from Indian jurisdiction does not extinguish the consumer's right; the consumer may pursue LuxPro directly before the appropriate consumer forum in India.

**Why other options are wrong:**

- **Option A:** The importer bears full product liability under Indian law; it is not merely a conduit.
- **Option B:** Indian consumer protection law provides jurisdiction over Indian importers; international arbitration is not the required route.
- **Option C:** Product liability under the CPA 2019 attaches to defects wherever they arose, including manufacturing defects occurring abroad; there is no such geographic limitation.

**Final Answer:** The Indian importer is treated as the manufacturer under CPA 2019 product liability provisions; the consumer may pursue LuxPro directly in India. $\Rightarrow \boxed{\text{D}}$

$\boxed{\text{Answer: (D)}}$ Go Back to Q40

## Answer Key

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