MH CET LAW Legal Aptitude & Legal Reasoning

Sample Paper – 1

Duration: 32 Minutes | **Maximum Marks: 32**

Instructions

- This paper contains **32** Multiple Choice Questions modelled on the Legal Aptitude & Legal Reasoning section of **MH CET LAW** (5-Year LLB).
- Each question gives a **legal principle** followed by a **fact situation**. Apply the principle as stated — not based on what you know about actual law.
- Each correct answer carries **+1 mark**. There is **no negative marking** for incorrect or unattempted answers.
- Only **one** option is correct per question. Choose carefully.
- Use of mobile phones or electronic gadgets is strictly prohibited.

Q1. PRINCIPLE: A person who undertakes an activity that may pose a risk of harm to others is under a legal duty to exercise reasonable care to avoid causing that harm. Breach of this duty that causes damage makes the person liable in negligence.

FACTS: Ravi was driving his car at high speed through a busy market area. He failed to apply brakes in time and struck Meena, a pedestrian crossing the road at a designated zebra crossing. Meena suffered a fractured leg. Ravi argues that Meena should have been more cautious.

(A) Ravi is liable because he owed a duty of care to Meena as a pedestrian on the road, and his speeding constituted a breach of that duty causing harm.

(B) Ravi is not liable because Meena should have looked both ways before crossing the road.

(C) Ravi is not liable because driving fast does not, by itself, constitute an actionable wrong under the law of torts.

(D) Ravi is liable only if Meena can prove that Ravi intended to harm her.

Q2. PRINCIPLE: A person commits battery if they intentionally bring about a harmful or offensive contact with another person's body without that person's consent. Consent of the patient is essential before a medical procedure; absence of consent renders the act unlawful even if done with good intentions and without malice.

FACTS: Dr. Sharma performed an appendectomy on his patient Mr. Gupta while Mr. Gupta was under general anaesthesia for a knee surgery. Dr. Sharma believed the appendectomy was immediately necessary for Mr. Gupta's health but had not obtained his consent for this additional procedure. Mr. Gupta sues Dr. Sharma.

(A) Dr. Sharma is not liable because he acted solely in Mr. Gupta's best medical interest.

(B) Dr. Sharma is liable for battery because he performed an additional surgery on Mr. Gupta's body without obtaining his consent.

(C) Dr. Sharma is not liable because Mr. Gupta was under anaesthesia and could not have refused even if asked.

(D) Dr. Sharma is not liable because doctors are permitted to perform any procedure they deem medically necessary.

Q3. PRINCIPLE: Private nuisance is an unreasonable interference with a person's use and enjoyment of their land. To constitute private nuisance, the interference must be substantial and unreasonable, taking into account its nature, duration, and the degree of harm caused to the affected neighbour.

FACTS: Sunrise Chemicals Ltd. operates a chemical factory directly adjacent to Mr. Suresh's residential property. The factory emits thick black smoke and noxious fumes for eight hours every day, making it impossible for Mr. Suresh and his family to open windows or use their garden. The fumes also destroyed his garden plants. Mr. Suresh files a suit against the factory.

(A) Mr. Suresh cannot succeed because industries have an inherent right to operate and some inconvenience to neighbours is unavoidable.

(B) Mr. Suresh cannot succeed because a certain degree of inconvenience from factories must be tolerated in an industrial society.

(C) Mr. Suresh can succeed because the daily emission of thick smoke and noxious fumes substantially and unreasonably interferes with his use and enjoyment of his residential property.

(D) Mr. Suresh can succeed only if the factory is operating in violation of a statutory licence or government regulation.

Q4. PRINCIPLE: Defamation consists in the publication of a false statement of fact that lowers the reputation of the claimant in the estimation of right-thinking members of society. Where defamation is in permanent form such as writing or print, it constitutes libel. Truth of the statement is a complete defence to any claim for defamation.

FACTS: The *Daily Herald* newspaper published an article stating that Mr. Kapoor, a respected school principal, had been convicted of embezzlement of school funds. In fact, Mr. Kapoor was acquitted of all charges three years ago. The published statement was false and Mr. Kapoor's reputation in the community suffered greatly as a result. He sues the newspaper for libel.

(A) The newspaper is not liable because reporting on court proceedings is always absolutely privileged.

(B) The newspaper is not liable because it published the story in good faith and without any malicious intent.

(C) The newspaper is not liable because Mr. Kapoor is a public figure who must tolerate media scrutiny of his professional conduct.

(D) The newspaper is liable for libel because it published a false statement in print that damaged Mr. Kapoor's reputation, and truth — the only complete defence — is unavailable to it.

Q5. PRINCIPLE: A person who brings onto his land anything likely to do mischief if it escapes must keep it at his peril; if he fails to do so, he is prima facie answerable for all damage which is the natural consequence of its escape. This rule applies regardless of whether the person was negligent.

FACTS: Mr. Pandey constructed a large water storage tank on his land to collect rainwater for his farm. Due to a latent structural weakness in the tank that Mr. Pandey did not know about and could not have discovered by reasonable inspection, the tank burst and a large quantity of water escaped, flooding his neighbour Ms. Verma's agricultural land and destroying her standing crops. Mr. Pandey argues he was not negligent.

(A) Mr. Pandey is liable because the escape of water from a tank on his land caused damage to Ms. Verma, and under the rule of strict liability, his lack of knowledge of the defect is irrelevant.

(B) Mr. Pandey is not liable because he did not know about the structural weakness and was therefore not negligent in any way.

(C) Mr. Pandey is not liable because water is a natural substance and the rule of strict liability only applies to artificial and inherently dangerous substances.

(D) Mr. Pandey is liable only if Ms. Verma can prove that he was negligent in constructing or maintaining the tank.

Q6. PRINCIPLE: Volenti non fit injuria means that no legal wrong is done to one who consents. Where a person voluntarily participates in an activity knowing and accepting the risks ordinarily inherent in that activity, the defendant is not liable for injury resulting from those ordinary risks. However, consent to ordinary risks does not extend to reckless or grossly negligent conduct by the defendant.

FACTS: Priya purchased a ticket to watch a cricket match and took a seat in the spectator stand. During the match, a batsman hit a powerful shot that sent the ball flying into the stands, striking Priya on the head and injuring her. The ball cleared the standard safety netting that was in place around the ground. The cricket association had taken all customary precautions. Priya sues the cricket association.

(A) The cricket association is fully liable because spectators cannot be expected to assume the risk of being struck by a ball that clears the safety netting.

(B) The cricket association is not liable because Priya, by purchasing a ticket and attending the match, voluntarily accepted the ordinary and inherent risk of a ball occasionally entering the stands, and all customary precautions had been taken.

(C) The cricket association is liable because it had a duty to warn each spectator individually about the specific risk of being hit by a cricket ball.

(D) The cricket association is not liable only if Priya signed a formal written waiver of liability before entering the ground.

Q7. PRINCIPLE: Where the plaintiff's own negligence contributes to the damage suffered, the law of contributory negligence applies. In such cases, the plaintiff's damages are reduced in proportion to his share of fault. The plaintiff is not barred entirely from recovery; rather, damages are apportioned according to the degree of fault of each party.

FACTS: Sunil was riding his motorcycle without wearing a helmet — a legal requirement under traffic law — and was travelling at a moderate speed. Deepak, the driver of a car, jumped a red light and collided with Sunil. Sunil suffered a serious head injury which medical evidence showed would have been only minor had he worn a helmet. Deepak argues Sunil's own negligence should completely bar any claim.

(A) Sunil cannot recover any damages because his failure to wear a helmet made him equally responsible for the accident.

(B) Sunil can recover full damages from Deepak because the accident was primarily caused by Deepak's act of jumping the red light.

(C) Sunil can recover damages, but they will be reduced in proportion to his contributory negligence in not wearing a helmet, since that contributed to the severity of his head injury.

(D) Deepak is not liable at all because Sunil's failure to wear a helmet constituted a novus actus interveniens that broke the chain of causation.

Q8. PRINCIPLE: An employer is vicariously liable for the tortious acts of an employee if those acts are committed in the course of the employee's employment. An act is within the course of employment if it is either expressly authorised by the employer, or is a mode — even if unauthorised — of doing something the employer has authorised the employee to do.

FACTS: Ram is a delivery driver employed by SpeedCargo Ltd. While making a scheduled delivery during work hours, Ram briefly deviated from his assigned route to drop off a small personal parcel for a friend two streets away. During this minor deviation, Ram drove negligently and collided with Ms. Anita's vehicle, causing significant damage to her car. SpeedCargo argues it should not be liable because Ram deviated from his assigned route without authorisation.

(A) SpeedCargo is not liable because Ram deviated from his assigned route and was therefore not acting within the scope of his employment at the time of the accident.

(B) SpeedCargo is not liable because Ram's personal errand completely severed the employment nexus for that period.

(C) SpeedCargo is not liable because an employer cannot be held responsible for an individual employee's negligent driving on an unauthorised detour.

(D) SpeedCargo is liable because Ram's deviation was minor and he was still substantially engaged in his employment duties; the negligent act was a mode of performing his authorised work and occurred during working hours.

Q9. PRINCIPLE: False imprisonment is the unlawful restraint of a person's freedom of movement without that person's consent and without lawful justification. The restraint need not involve physical force; it may be effected by words, threats, or assertion of authority. The imprisonment is false if there is no legal basis for the detention.

FACTS: Mr. Ashok was shopping in a supermarket when a security guard, acting on mere unsubstantiated suspicion and with no evidence whatsoever, locked him in a storage room for two hours while the store owner was unavailable. The guard told Ashok he was not permitted to leave. Mr. Ashok had not stolen anything and no stolen goods were found on him. He sues the supermarket.

(A) Mr. Ashok has a valid claim for false imprisonment because he was unlawfully restrained by assertion of authority without any legal justification.

(B) Mr. Ashok has no claim because supermarket security guards have a general authority to detain any customer they suspect of shoplifting.

(C) Mr. Ashok has no claim because the detention lasted only two hours and was therefore not of a serious enough duration to constitute false imprisonment.

(D) Mr. Ashok has a claim only if he can prove that he suffered physical harm or illness during the period of detention.

Q10. **PRINCIPLE:** Under the postal rule, an acceptance of an offer is complete and binding as soon as a properly addressed letter of acceptance is posted, not when it is received by the offeror. An offeror may revoke the offer any time before acceptance is posted, but a revocation is only effective when it is actually communicated to and received by the offeree.

FACTS: On Monday, Vijay posted an offer to sell his car to Kavitha for Rs. 5 lakhs, requesting a reply by letter. On Wednesday, Kavitha posted her letter of acceptance. On Thursday morning — before receiving Kavitha's acceptance — Vijay sent Kavitha a telegram revoking the offer. Kavitha received the revocation telegram on Thursday evening. Vijay received Kavitha's letter of acceptance on Friday. Vijay refuses to sell, claiming he revoked the offer before her letter reached him.

(A) There is no contract because Vijay's revocation telegram was sent before he received Kavitha's acceptance letter.

(B) There is a binding contract because Kavitha's acceptance was complete when she posted the letter on Wednesday, which was before the revocation was communicated to her; Vijay cannot revoke after a valid acceptance has been posted.

(C) There is no contract because Kavitha should have used a faster method of communication to accept the offer.

(D) There is a binding contract only because Vijay received the acceptance letter on Friday before any further action was taken.

Q11. PRINCIPLE: A contract without consideration is void. Consideration means something of value given by the promisee in exchange for the promisor's promise. A promise to perform an act which the promisor is already legally bound to perform is not valid consideration for a new promise by the other party.

FACTS: Rajesh owed a debt of Rs. 10,000 to Seema which was due for repayment. Seema promised Rajesh that if he paid Rs. 7,000 she would accept it as full and final settlement and would not claim the remaining Rs. 3,000. Rajesh paid Rs. 7,000. Seema later sued Rajesh for the balance of Rs. 3,000, arguing that her promise to forgo Rs. 3,000 was not supported by any consideration from Rajesh.

(A) Seema cannot succeed because she made a clear promise to settle for Rs. 7,000 and is morally bound to honour her word.

(B) Seema cannot succeed because Rajesh acted in good faith and paid the amount that was agreed upon between them.

(C) Seema can succeed because her promise to forgo Rs. 3,000 was not supported by any fresh consideration from Rajesh — he only did what he was already partially obligated to do by paying part of his pre-existing debt.

(D) Seema cannot succeed because any agreement to settle a debt, once made, is always binding in law regardless of consideration.

Q12. **PRINCIPLE:** A contract is voidable at the option of the party whose consent was not free. Consent is not free if it is caused by coercion, which includes committing or threatening to commit any act forbidden by law, or the unlawful detaining of property, to obtain consent. A contract caused by coercion is not void ab initio but is voidable; the aggrieved party may choose to avoid or affirm it.

FACTS: Kiran was threatened by Mohan that unless Kiran signed a contract selling his house to Mohan at half its market value, Mohan would physically harm Kiran's family members. Fearing for his family's safety, Kiran signed the contract. Kiran now wishes to escape from the contract.

(A) The contract is void ab initio and has no legal effect whatsoever from the moment it was signed.

(B) The contract is perfectly valid because Kiran did eventually sign it and thereby manifested his agreement.

(C) The contract is void because the presence of coercion automatically and immediately renders any contract a nullity.

(D) The contract is voidable at Kiran's option because his consent was obtained by coercion; he may elect to avoid the contract and restore both parties to their original positions.

Q13. **PRINCIPLE:** An invitation to treat is not an offer but merely an invitation for the other party to make an offer. The display of goods in a shop window or on shelves with price tags constitutes an invitation to treat and not a binding offer. The customer makes the offer when they present goods for purchase at the counter, and the shopkeeper then either accepts or rejects that offer.

FACTS: A mobile phone was displayed in the window of ElectroMart with a price tag of Rs. 5,000. Prashant entered the shop and demanded that the shopkeeper must sell him the phone at Rs. 5,000. The shopkeeper refused, explaining that the phone had already been set aside for another customer. Prashant argues that the displayed price tag constituted a binding offer which he accepted by entering the shop.

(A) The shopkeeper is entitled to refuse because the display of the phone with its price tag was merely an invitation to treat, not a binding offer; no contract was formed between them.

(B) The shopkeeper must sell the phone to Prashant because displaying goods with a stated price constitutes a firm offer to the world at large.

(C) The shopkeeper must sell the phone at Rs. 5,000 because Prashant communicated his acceptance of the stated price by entering the shop and demanding the phone.

(D) The shopkeeper can refuse only if the phone was completely out of stock and unavailable for sale to any customer.

Q14. PRINCIPLE: A party who has only partially performed a contract cannot ordinarily claim the full contract price. However, where a contract is divisible and the partial performance has been voluntarily accepted by the other party, the performing party may claim reasonable payment for the part actually performed on a quantum meruit basis. Recovery under quantum meruit is subject to deduction of any loss the innocent party suffered due to the breach.

FACTS: Arjun contracted to build a garden wall for Bhavna for Rs. 80,000 as a lump-sum price. Arjun completed 60% of the work and then abandoned the project without any justification. Bhavna had to hire another contractor to complete the remaining 40% at a cost of Rs. 40,000. Bhavna had accepted and utilised the completed portion of the wall. Arjun now claims Rs. 48,000 (60% of the contract price).

(A) Arjun is entitled to the full Rs. 48,000 as of right because he completed exactly 60% of the contracted work.

(B) Arjun is not entitled to claim the proportionate contract price as of right because he abandoned the contract without justification; however, he may recover on quantum meruit for the accepted portion of work, reduced by the additional cost Bhavna incurred to complete the remaining work.

(C) Arjun is entitled to nothing at all because he failed to complete the contract and any partial performance has no legal value.

(D) Arjun is entitled to the full Rs. 80,000 because Bhavna accepted the benefit of the work he performed and cannot be unjustly enriched.

Q15. PRINCIPLE: Where a person pays money to another which the latter is not legally entitled to receive, due to a mistake of fact (and not a mistake of law), the recipient is obliged to repay it. This obligation arises not from a contract but from the principle that no person should unjustly enrich himself at the expense of another, and it is termed a quasi-contractual obligation.

FACTS: Dinesh mistakenly believed he owed Rs. 20,000 to Prakash under an old loan. In fact, Dinesh had already repaid this entire debt a year earlier but had forgotten doing so. Dinesh paid Rs. 20,000 to Prakash again. When Dinesh later discovered his mistake, he demanded the money back. Prakash refuses to repay, arguing there was no formal contract between them for repayment.

(A) Dinesh cannot recover the money because he paid it entirely voluntarily and without any compulsion from Prakash.

(B) Dinesh cannot recover the money because a mistake of law (and not of fact) is the cause of his payment, and mistakes of law bar recovery in quasi-contract.

(C) Dinesh can recover the Rs. 20,000 because it was paid under a genuine mistake of fact, and Prakash is quasi-contractually obliged to return money he had no legal entitlement to receive.

(D) Dinesh can recover the money only if he can prove that Prakash knew about the earlier repayment and deliberately accepted the second payment.

Q16. PRINCIPLE: Article 14 of the Constitution guarantees equality before the law and equal protection of the laws to all persons within the territory of India. It prohibits the State from making arbitrary distinctions between similarly situated persons. A classification is constitutionally permissible only if it is based on an intelligible differentia that has a rational nexus with the object the law seeks to achieve.

FACTS: The State Government of Rajpur passed a law granting a special subsidy on electricity bills exclusively to owners of large commercial establishments in City A, but not to owners of identical commercial establishments in City B, without providing any stated reason or policy objective for this distinction. An affected business owner in City B challenges the constitutional validity of this law.

(A) The law is valid because the State has wide legislative discretion in matters of economic and fiscal policy.

(B) The law is valid because states possess the sovereign power to regulate subsidies differently for different cities within the state.

(C) The law is valid because commercial business owners are not a constitutionally protected class entitled to claim equality under Article 14.

(D) The law is invalid because the distinction between identical commercial establishments in City A and City B is purely arbitrary and lacks any rational nexus with a permissible governmental objective, thereby violating Article 14.

Q17. PRINCIPLE: Article 21 of the Constitution provides that no person shall be deprived of his life or personal liberty except according to procedure established by law. The right to life includes the right to live with basic human dignity, which encompasses the right of a prisoner in State custody to receive necessary medical treatment.

FACTS: Suresh was convicted and was serving his sentence in Central Jail. He suffered a severe cardiac episode and urgently required medical attention and hospitalisation. The jail authorities, citing budget constraints and administrative inconvenience, refused to transfer him to a hospital or arrange any medical care for him. Suresh's family files a writ petition on his behalf.

(A) The jail authorities have violated Suresh's rights under Article 21 because denial of necessary medical treatment to a prisoner violates his right to live with basic dignity, which is guaranteed under the right to life.

(B) The jail authorities have not violated any fundamental right because a convicted prisoner forfeits many rights, including the right to State-provided medical care, upon conviction and imprisonment.

(C) The jail authorities have not violated Article 21 because the provision of medical care in prisons is purely a matter of administrative policy and does not rise to the level of a constitutional right.

(D) The jail authorities have violated Suresh's rights only if he can prove that the denial of medical treatment was deliberate and malicious, and not merely the result of genuine resource constraints.

Q18. **PRINCIPLE:** Article 19(1)(a) of the Constitution guarantees the freedom of speech and expression to all citizens. This right can be restricted by the State only on the specific grounds enumerated in Article 19(2), which include the sovereignty and integrity of India, security of the State, public order, decency, morality, and contempt of court. Any restriction must be reasonable and must fall within these specified grounds.

FACTS: The Central Government issued a notification banning the sale and distribution of a novel written by author Leena Roy. The Government's stated reason was that the book contained criticism of certain government policies, which senior officials found embarrassing and politically inconvenient. The Government did not cite any of the grounds specified in Article 19(2). Leena Roy challenges the ban.

(A) The ban is valid because the Government has inherent and plenary power to restrict any publication that is embarrassing or harmful to the reputation of the State.

(B) The ban is unconstitutional because criticism of government policy is protected speech under Article 19(1)(a), and political embarrassment to the government is not a permissible ground for restriction under Article 19(2).

(C) The ban is valid because the Government must be given wide judicial deference in determining what speech poses a threat to public welfare and order.

(D) The ban is valid because books and literary works may be banned on any ground if the President is personally satisfied that their circulation is not in the national interest.

Q19. PRINCIPLE: Fundamental Rights under Part III of the Constitution are justiciable rights enforceable by courts. Directive Principles of State Policy (DPSPs) under Part IV are non-justiciable guidelines; they cannot be enforced in a court of law. A state law that seeks to implement a DPSP but in doing so abridges or takes away a Fundamental Right cannot be sustained merely on the ground that it advances a Directive Principle.

FACTS: The State of Uttam passes a law that substantially restricts citizens' freedom of movement (a fundamental right under Article 19) in order to implement a directive principle relating to the equitable distribution of productive resources. When citizens challenge the law, the State argues that the implementation of the DPSP must take precedence over the fundamental right, since DPSPs represent the social goals of the Constitution.

(A) The state law is valid because Directive Principles represent the supreme goals of the Constitution and accordingly override Fundamental Rights when they conflict.

(B) The state law is valid because the freedom of movement under Article 19 can be restricted by any state law enacted for a socially beneficial purpose.

(C) The state law cannot be sustained insofar as it abridges the justiciable Fundamental Rights of citizens, because Directive Principles are non-justiciable and cannot override or abridge Fundamental Rights.

(D) The state law is valid because the State legislature has the constitutional authority to balance Fundamental Rights against Directive Principles as it deems appropriate.

Q20. PRINCIPLE: The writ of Habeas Corpus is a remedy available to any person who is unlawfully detained. It commands the detaining authority to produce the body of the detained person before the court and to justify the legality of the detention. If the detention is found to be without lawful authority, the court will order the immediate release of the detainee.

FACTS: Ramesh was arrested by the police and has been held in detention for 40 days without being produced before a magistrate, without any charge being framed against him, and without any bail or judicial remand order. His wife Sushila approaches the High Court seeking a remedy for his illegal detention.

(A) Sushila should file a writ of Mandamus to direct and compel the police to produce Ramesh before a magistrate within a specified time.

(B) Sushila should file a writ of Certiorari to quash the illegal order of detention passed by the police.

(C) Sushila should file a writ of Quo Warranto challenging the legal authority of the police officer who ordered Ramesh's arrest.

(D) Sushila should file a writ of Habeas Corpus, which would require the police to produce Ramesh before the court and justify the legality of his detention; if found unjustified, the court would order his immediate release.

Q21. PRINCIPLE: Under the Bharatiya Nyaya Sanhita (BNS) 2023, culpable homicide amounts to murder if it is done with the intention of causing death, among other circumstances. However, culpable homicide is NOT murder if the offender, in the heat of passion upon sudden provocation and without premeditation, causes death by an act done with the intention of causing grievous hurt only and not death. Such an act remains culpable homicide not amounting to murder.

FACTS: During a sudden quarrel, Rajan picked up a heavy iron rod and struck Mohan once on the head, intending to cause grievous hurt but without any intention to cause death. Mohan died from the single blow. There was no premeditation; the act occurred in the heat of passion immediately following sudden provocation from Mohan. Rajan is charged with murder.

(A) Rajan is guilty of culpable homicide not amounting to murder, because he acted in the heat of sudden passion with the intention to cause grievous hurt only (not death), and there was no premeditation — this squarely falls within the recognised exception.

(B) Rajan is guilty of murder because the use of a heavy iron rod on the head of a person clearly demonstrates that he must have foreseen and intended to cause death.

(C) Rajan is not guilty of any criminal offence because he did not intend to kill Mohan and the act was committed in the heat of passion without premeditation.

(D) Rajan is guilty of murder because death resulted directly from his act, and the intention to perform the act that caused death is sufficient for the offence of murder.

Q22. PRINCIPLE: Under criminal law, an act done in good faith under a genuine mistake of fact is not an offence, provided the mistake must relate to a fact and not to a matter of law. A person cannot be held criminally liable for an act which, if the facts had been as he genuinely believed them to be, would not have constituted an offence.

FACTS: Sanjay, a forest guard on duty, fired his gun at what he genuinely and reasonably believed to be a wild animal threatening his life in dense undergrowth. In fact, the figure was another person crouching in the bushes. Sanjay had no reason whatsoever to suspect a human presence in that location and had no intention of harming any person. The person died from the gunshot. Sanjay is charged with culpable homicide.

(A) Sanjay is guilty of murder because his act directly and intentionally caused the death of another person.

(B) Sanjay is not guilty of any offence because he acted under a genuine mistake of fact: if the facts had been as he believed them to be (a wild animal), his act of firing in self-defence would not have constituted an offence.

(C) Sanjay is guilty of culpable homicide because even a genuine and reasonable mistake of fact does not excuse a person from criminal liability when death results.

(D) Sanjay is not guilty of any offence because forest guards acting in the course of their official duties are always exempt from criminal liability under law.

Q23. **PRINCIPLE:** The right of private defence of property permits a person to use force necessary to protect his property from criminal acts. However, this right does not extend to inflicting death or grievous hurt in defence of property unless the offence being committed is robbery, house-breaking by night, mischief by fire, or theft in circumstances placing the person in fear. The force used must be strictly proportionate to the threat and must not exceed what is reasonably necessary.

FACTS: Gopal discovered a young boy attempting to steal a few mangoes from his orchard. Gopal chased the boy and, when the boy was cornered and could not escape, Gopal struck him repeatedly with a thick wooden stick, fracturing both of the boy's arms. Gopal argues that he was lawfully exercising his right of private defence of his property.

(A) Gopal is fully protected because a property owner has an absolute and unlimited right to use whatever degree of force he considers necessary to protect his property from theft.

(B) Gopal is protected because the theft was being committed on his land, and the law permits any force used against a trespasser who is in the act of stealing.

(C) Gopal has exceeded the permissible limits of his right of private defence because the theft of a few mangoes does not warrant the use of force causing grievous hurt; the force used was wholly disproportionate to the threat posed.

(D) Gopal is protected because he acted in anger and under emotional stress, and the law does not hold a person to a standard of calm proportionality when his property is being stolen.

Q24. PRINCIPLE: Theft involves the dishonest taking of movable property out of a person's possession without that person's consent. Extortion occurs when a person puts another in fear of injury and thereby dishonestly induces that person to deliver property or a valuable thing. The essential distinction is that in extortion the victim delivers the property due to the fear deliberately induced by the accused, while in theft the property is taken without any consent from the victim.

FACTS: Vijay approached Anand and said: "Give me Rs. 1,00,000 within one week or I will arrange for your factory to be burned down." Anand, fearing for the safety of his factory, handed over the money to Vijay the very next day. Vijay's counsel argues that since Anand voluntarily and willingly delivered the money of his own accord, no theft was committed.

(A) Vijay committed theft because he dishonestly obtained Anand's property for himself.

(B) Vijay committed no criminal offence because Anand voluntarily handed over the money without any physical compulsion or immediate force being used against him.

(C) Vijay committed robbery because the transaction involved a demand for money accompanied by a threat of property damage.

(D) Vijay committed extortion because he deliberately put Anand in fear of injury to his factory and thereby induced him to deliver the money; the voluntary delivery of property under such induced fear is the hallmark of extortion.

Q25. PRINCIPLE: Under the Hindu Marriage Act, 1955, a marriage is void if the parties are within the degrees of prohibited relationship, unless the custom or usage governing each of them permits of such a marriage. A marriage between a man and his niece (the daughter of his brother or sister) falls within the prohibited degrees of relationship. If no valid and recognised custom permitting such a marriage is proven, the marriage is void.

FACTS: Ramesh, a Hindu man, married Geeta, the daughter of his elder sister, in a traditional religious ceremony. Ramesh claims the marriage is valid because he asserts that it is customary in his community to marry one's maternal uncle's daughter. However, in the legal proceedings, Ramesh produces no evidence whatsoever of any such recognised and well-established custom in his community.

(A) The marriage is void because a man marrying his niece falls within the prohibited degree of relationship, and without proof of a valid and recognised customary exception, the statutory prohibition applies.

(B) The marriage is valid because a traditional religious ceremony was performed and religious ceremonies confer legal validity irrespective of prohibited degrees.

(C) The marriage is merely voidable and not void, because although the parties are within the prohibited degree, they married willingly and with full knowledge.

(D) The marriage is valid because customs permitting uncle-niece marriages are universally recognised throughout South India and do not require specific proof in each case.

Q26. **PRINCIPLE:** Under Section 25 of the Hindu Marriage Act, 1955, either spouse may apply to the court for permanent alimony and maintenance, and this right is available even after a decree of divorce. However, the right to maintenance may be affected where the parties have obtained a divorce by mutual consent and have expressly agreed in their written settlement terms to forgo any claims to maintenance from each other.

FACTS: Priya and Anil obtained a divorce by mutual consent under Section 13-B of the Hindu Marriage Act. During the divorce proceedings, both parties signed a written mutual consent agreement which expressly and clearly stated that neither party would claim any maintenance from the other, now or in the future. After the divorce was granted, Priya filed an application before the court seeking monthly maintenance from Anil, arguing that her statutory right to maintenance under the Act cannot be waived.

(A) Priya is entitled to maintenance as a matter of right because the statute confers this right upon her and no private agreement can validly waive a statutory entitlement.

(B) Priya's claim for maintenance is not maintainable because she expressly agreed in the mutual consent terms to forgo all claims to maintenance, and the court will give effect to this agreement in deciding her application.

(C) Priya is entitled to full maintenance because a divorce obtained by mutual consent does not in any way affect or limit any of the statutory rights available to either party.

(D) Priya is entitled to maintenance only if she can produce documentary evidence that she is unable to maintain herself financially after the divorce.

Q27. PRINCIPLE: Under the Hindu Succession Act, 1956, when a Hindu male dies intestate (without a will), his property devolves first upon the heirs specified in Class I of the Schedule. Class I heirs include the widow and sons of the deceased, among others. All Class I heirs inherit simultaneously, and the estate is distributed equally among them — the widow takes one share equal to that taken by each son.

FACTS: Mr. Hari, a Hindu male, died intestate (without a will). He is survived by his widow Savitri and his two sons, Rahul and Kishore. Mr. Hari's total estate is worth Rs. 90,00,000. There are no other surviving Class I heirs. Each of the three survivors claims that they are entitled to a larger share than the others.

(A) Savitri takes 50% of the estate and each of the two sons takes 25%, because the widow as a spouse is entitled to half the estate before the sons divide the remainder.

(B) Rahul and Kishore each take 50% of the estate and Savitri receives nothing, because sons as lineal descendants are preferred over the widow in Hindu succession.

(C) Savitri, Rahul, and Kishore each inherit one equal share of Rs. 30,00,000, because all three are Class I heirs who inherit simultaneously and the widow takes a share equal to that of each son.

(D) Savitri takes one-fourth of the estate and Rahul and Kishore each take three-eighths, because the widow is entitled only to a half-share compared to each son under Hindu succession law.

Q28. PRINCIPLE: *Res ipsa loquitur* means "the thing speaks for itself." This principle applies where: (i) the accident is of such a nature that it could not ordinarily have occurred without negligence on the part of the person in control; (ii) the thing causing the injury was under the exclusive management and control of the defendant; and (iii) the exact cause of the accident is unexplained. In such cases, the mere fact of the accident raises a presumption of negligence against the defendant.

FACTS: A heavy barrel of oil fell from the upper floor of Sunrise Warehouses Ltd.'s building onto the public pavement below, injuring Mr. Pinto who was walking on the footpath. The barrel was stored in the warehouse under the exclusive control and management of Sunrise Warehouses. Mr. Pinto cannot produce specific evidence explaining exactly how or why the barrel fell, but he argues that the accident itself demonstrates negligence.

(A) Mr. Pinto cannot succeed because he has failed to produce specific and direct evidence to prove the precise manner in which the barrel fell.

(B) Mr. Pinto cannot succeed because accidents of this nature can and do happen in the ordinary course of events without any negligence on the part of the warehouse.

(C) Mr. Pinto cannot succeed because he voluntarily chose to use the public footpath below the warehouse building and thereby assumed the risk of objects falling.

(D) Mr. Pinto can succeed because *res ipsa loquitur* applies — barrels do not ordinarily fall from warehouses onto public footpaths without negligence, and Sunrise Warehouses had exclusive control; the presumption of negligence is raised against the warehouse.

Q29. PRINCIPLE: The doctrine of *caveat emptor* ("let the buyer beware") provides that in a contract for the sale of goods, it is primarily the buyer's responsibility to examine the goods and satisfy himself as to their quality and fitness. In the absence of any misrepresentation, fraud, or active concealment by the seller, if the buyer fails to discover a latent defect that could have been found upon reasonable inspection, the seller is not liable. However, if the seller actively conceals a defect or makes a false representation, the doctrine does not protect the seller.

FACTS: Ramesh purchased a second-hand tractor from Suresh for agricultural use. The tractor had a latent crack in the engine block which was not visible upon ordinary external inspection; Suresh had made no representation about its condition and had not concealed any defect. Ramesh did not request or conduct a mechanical inspection before completing the purchase. The crack was discovered only after purchase and the tractor broke down. Ramesh seeks to hold Suresh liable for the cost of repairs.

(A) Ramesh cannot succeed against Suresh because under the doctrine of *caveat emptor*, Ramesh bore the responsibility of examining the goods before purchase; the defect was latent and Suresh neither concealed it nor made any misrepresentation.

(B) Ramesh can succeed because any latent defect discovered in purchased goods after the sale is automatically the seller's legal responsibility to remedy.

(C) Ramesh can succeed because the fact that Suresh did not mention the crack to Ramesh is itself equivalent to active concealment which defeats the application of *caveat emptor*.

(D) Ramesh cannot succeed only if he had signed a written declaration at the time of purchase expressly stating that he waived all claims for defects in the tractor.

Q30. **PRINCIPLE:** Under the Transfer of Property Act, 1882, a gift of immovable property must be effected by a registered instrument signed by the donor and attested by at least two witnesses. An oral gift of immovable property is not valid in law and does not transfer ownership of the property, regardless of the value of the property or whether possession has been handed over.

FACTS: Mr. Suresh orally declared before several family members assembled in his home that he was gifting his residential plot (worth Rs. 50 lakhs) to his nephew Arjun. Arjun took possession of the plot and began living there. Mr. Suresh later changed his mind and filed a suit to recover the plot. Arjun argues that the gift was validly made because Mr. Suresh declared his intention publicly before family members who witnessed it, and Arjun had accepted the gift and taken possession.

(A) The gift is valid because Mr. Suresh declared his intention publicly before witnesses and Arjun took possession of the plot with the family's knowledge and approval.

(B) The gift is invalid because a gift of immovable property must be made by a registered instrument; an oral declaration, even when accompanied by delivery of possession and witnessed by family members, does not constitute a valid gift of immovable property.

(C) The gift is valid because Arjun is a close blood relative and the law recognises family gifts of immovable property as a special category not requiring registration.

(D) The gift is valid because the oral declaration was made before family members who are competent to testify as witnesses and can verify the donor's clear and genuine intention.

Q31. **PRINCIPLE:** The Supreme Court in *Maneka Gandhi v. Union of India* (1978) held that the procedure prescribed by law under Article 21 must be fair, just, and reasonable — mere existence of a legal procedure is not sufficient. Any action by the State that deprives a person of life or personal liberty must satisfy three conditions: (i) there must be a law authorising it; (ii) the law must prescribe a procedure; and (iii) that procedure must be fair, just, and reasonable. An action taken without giving the affected person notice and an opportunity to be heard (*audi alteram partem*) is not a fair procedure.

FACTS: The Passport Authority impounded Meera's passport citing "public interest" but did not give Meera any notice of the intended action, did not communicate the reasons for impounding her passport, and did not give her any opportunity to present her case or be heard before the order was passed. Meera challenges this action in the High Court.

(A) The action is valid because the Government has broad and largely unreviewable powers over passports in matters of public interest, and no prior hearing is legally required before impounding.

(B) The action is valid because Meera retains the right to challenge the impounding order in court afterwards, and the availability of this post-decisional remedy satisfies the requirements of procedural due process.

(C) The action violates Article 21 because the procedure followed was not fair and just: impounding a passport without notice, without communicating reasons, and without any opportunity to be heard violates the principles authoritatively established in *Maneka Gandhi v. Union of India*.

(D) The action is valid because the impounding of a passport is a purely administrative action relating to travel documents and does not constitute a deprivation of life or personal liberty within the meaning of Article 21.

Q32. PRINCIPLE: The Bharatiya Nyaya Sanhita (BNS), 2023 came into force with effect from 1 July 2024, replacing the Indian Penal Code, 1860 (IPC). All provisions of the IPC were re-enacted in the BNS, generally under revised section numbers. A practitioner of law in India must know the corresponding section numbers in the BNS for the major offences that were previously defined under the IPC.

FACTS: Under the Indian Penal Code, 1860, Section 302 defined the offence of murder and prescribed the punishment for it. The BNS 2023 has now replaced the IPC in its entirety. A first-year law student is asked by her professor to identify the section of the BNS 2023 that corresponds to and replaces the old IPC Section 302 (murder).

(A) Section 100, BNS 2023

(B) Section 101, BNS 2023

(C) Section 102, BNS 2023

(D) Section 103, BNS 2023

Detailed Solutions

Q1.

Solution

Concept — Negligence and Duty of Care: Negligence in tort law requires three elements: a duty of care owed by the defendant to the plaintiff, a breach of that duty, and damage caused as a result of that breach. A road user owes a duty of care to other persons on or near the road.

Step 1 — Identify the legal rule: The principle states that a person undertaking a risky activity must exercise reasonable care; breach causing harm creates liability.

Step 2 — Apply to facts: Ravi, as a driver on a busy road, owed a duty of care to pedestrians including Meena. Driving at high speed in a market area and failing to brake at a designated zebra crossing is a clear breach of that duty. Meena's fractured leg is the resulting damage. All three elements of negligence are satisfied.

Why other options are wrong:

- Option (B): The principle does not make contributory caution by the plaintiff a prerequisite; Ravi's duty is independent of whether Meena was cautious.
- Option (C): The principle expressly says breach of duty causing damage makes the person liable; speeding constitutes a breach.
- Option (D): Negligence does not require proof of intention to harm; it is a no-intention tort based on failure of reasonable care.

Final Answer: Ravi owed and breached his duty of care to Meena, causing her harm $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q1

Q2.

Solution

Concept — Battery / Trespass to Person: Battery is an intentional and unlawful physical contact with another person without their consent. In the medical context, a doctor must obtain the patient's informed consent before any procedure; performing an unauthorised procedure constitutes battery regardless of benevolent intent.

Step 1 — Identify the legal rule: The principle states that absence of consent renders a medical procedure unlawful even if done with good intentions.

Step 2 — Apply to facts: Dr. Sharma performed an appendectomy on Mr. Gupta without his consent. Good intentions are explicitly stated to be irrelevant by the principle. The intentional physical contact with Mr. Gupta's body without consent satisfies the definition of battery.

Why other options are wrong:

- Option (A): Good intentions are expressly stated to be no defence under the principle.
- Option (C): The state of anaesthesia does not remove the requirement for prior consent; prior consent should have been obtained when possible.
- Option (D): The principle explicitly rejects the idea that medical necessity alone can substitute for consent.

Final Answer: Surgery performed without consent is battery regardless of the doctor's motive $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q2

Q3.

Solution

Concept — Private Nuisance: Private nuisance protects a person's right to use and enjoy their land free from substantial and unreasonable interference by a neighbour. The test is whether the interference is such that an ordinary person would find it unreasonable, considering its nature, duration, and intensity.

Step 1 — Identify the legal rule: The principle requires the interference to be substantial and unreasonable, assessed by nature, duration, and degree of harm.

Step 2 — Apply to facts: Daily emission of thick black smoke and noxious fumes for eight hours, preventing the family from opening windows or using the garden and destroying plants, clearly meets the threshold of substantial and unreasonable interference with Mr. Suresh's use and enjoyment of his land.

Why other options are wrong:

- Option (A): The right to operate an industry does not include the right to cause unreasonable interference to neighbours.
- Option (B): The principle distinguishes between mere inconvenience (tolerable) and substantial unreasonable interference (actionable); eight hours of thick smoke daily is the latter.
- Option (D): The principle does not require the interference to arise from

illegal operations; lawful activities can still constitute nuisance.

Final Answer: Daily thick smoke causing substantial and unreasonable interference is actionable private nuisance $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q3

Q4.

Solution

Concept — Defamation / Libel: Libel is defamation in permanent form (print, writing). The elements are: a false statement of fact, publication, and damage to reputation. Truth is a complete defence. Good faith and absence of malice are not defences once a false statement is published.

Step 1 — Identify the legal rule: The principle states that truth is a complete defence; in its absence, a false statement in print that lowers reputation constitutes libel.

Step 2 — Apply to facts: The statement that Mr. Kapoor was convicted was false (he was acquitted). It was in print (permanent form). It damaged his reputation. Truth is unavailable as a defence. All elements of libel are established.

Why other options are wrong:

- Option (A): The privilege for court reporting applies to accurate reports; a false statement about court outcomes is not protected.
- Option (B): Good faith is not stated as a defence under the principle; the principle specifies truth as the only complete defence.
- Option (C): Public figure status does not remove liability for outright false statements of fact damaging reputation.

Final Answer: False statement in print damaging reputation = libel; truth (the only complete defence) is absent $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q4

Q5.

Solution

Concept — Strict Liability (Rule in Rylands v Fletcher): This rule imposes liability without proof of negligence. The defendant who brings onto his land a thing likely to do mischief if it escapes is strictly liable for all natural consequences of its escape. The defendant's knowledge of the defect or degree of care taken is irrelevant.

Step 1 — Identify the legal rule: The principle expressly states that liability attaches regardless of whether the person was negligent.

Step 2 — Apply to facts: Mr. Pandey brought a large water storage tank (a thing likely to do mischief if it escapes) onto his land. The water escaped and caused damage to Ms. Verma's crops. The escape and resulting damage are established. Under strict liability, the absence of knowledge of the defect is irrelevant.

Why other options are wrong:

- Option (B): The principle explicitly excludes negligence as the basis for liability; absence of negligence is irrelevant.
- Option (C): Water accumulated artificially in a large tank is a non-natural use of land; the rule applies to artificial accumulations likely to cause mischief.
- Option (D): Proof of negligence is not required under the principle as stated; the escape and damage suffice.

Final Answer: Strict liability attaches on escape of accumulated water causing damage; negligence need not be proven $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q5

Q6.

Solution

Concept — Volenti Non Fit Injuria: This defence bars a claimant who voluntarily assumed a known risk from recovering for injury resulting from that risk. Attending a sporting event implies acceptance of the ordinary, inherent risks of that sport. The defence does not, however, cover risks arising from the defendant's recklessness or gross negligence.

Step 1 — Identify the legal rule: Voluntary participation with knowledge and acceptance of inherent risks = no liability for injuries from those risks; but does not extend to reckless conduct.

Step 2 — Apply to facts: Priya voluntarily attended the cricket match by purchasing a ticket. Balls occasionally entering the stands is an ordinary and inherent risk of attending a cricket match. The association provided standard safety netting and took all customary precautions — no recklessness or gross negligence is present. The defence of volenti applies.

Why other options are wrong:

- Option (A): The risk of a ball entering the stands is precisely the kind of inherent risk the principle says a spectator accepts voluntarily.
- Option (C): The principle does not require individual warnings to each spectator about inherent and widely-known risks.
- Option (D): The principle does not require a formal written waiver; voluntary attendance with knowledge of risk suffices.

Final Answer: Spectator voluntarily accepted the ordinary risk of a ball entering the stands; association took customary precautions $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q6

Q7.

Solution

Concept — Contributory Negligence: Where the plaintiff's own failure to take care contributes to the damage he suffers, contributory negligence applies. The modern apportionment approach reduces the plaintiff's damages proportionately — it does not bar recovery entirely. The plaintiff must show the defendant's negligence was a cause of the accident, and the defendant shows the plaintiff contributed to the damage.

Step 1 — Identify the legal rule: Plaintiff's damages are reduced in proportion to his share of fault; not barred entirely.

Step 2 — Apply to facts: Deepak caused the accident by jumping a red light. Sunil contributed to the extent of his head injury by not wearing a helmet. Both faults are present. The principle requires apportionment, not total bar. Sunil recovers reduced damages.

Why other options are wrong:

- Option (A): The principle explicitly states damages are *reduced*, not eliminated; the plaintiff is not barred entirely.
- Option (B): Full recovery is not available when the plaintiff's own negligence

contributed to the damage suffered.

- Option (D): Not wearing a helmet is contributory negligence contributing to the injury, not a novus actus interveniens; the causal chain from Deepak's act remains.

Final Answer: Sunil's contributory negligence (no helmet) reduces but does not eliminate his damages against Deepak $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q7

Q8.

Solution

Concept — Vicarious Liability: An employer is liable for the torts of an employee committed in the course of employment. A small, minor detour or deviation from an assigned route does not automatically take the employee outside the course of employment — the employee remains "on the job" if the deviation is not so substantial as to amount to a frolic of his own.

Step 1 — Identify the legal rule: An act is within the course of employment if it is an (even unauthorised) mode of doing authorised work; the employer is liable.

Step 2 — Apply to facts: Ram was employed as a delivery driver and was on duty. The deviation was described as minor (two streets away). He was still substantially engaged in his delivery function. A minor deviation does not take the act outside the course of employment; it is an unauthorised mode of performing authorised work. SpeedCargo is vicariously liable.

Why other options are wrong:

- Option (A): Minor deviations do not take an employee outside the course of employment; only a substantial "frolic" would.
- Option (B): A brief, minor detour does not completely sever the employment nexus.
- Option (C): Vicarious liability is specifically designed to make employers liable for an employee's negligence in the course of employment.

Final Answer: Minor deviation during working hours = still in course of employment; employer vicariously liable $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q8

Q9.

Solution

Concept — False Imprisonment: False imprisonment is the total unlawful restraint of a person's freedom of movement without consent or lawful justification. Restraint by assertion of authority is sufficient — physical force is not required. The absence of any legal basis for the detention makes it false imprisonment.

Step 1 — Identify the legal rule: Unlawful restraint without consent and without lawful justification constitutes false imprisonment; restraint by words or authority suffices.

Step 2 — Apply to facts: Mr. Ashok was locked in a storage room and told he could not leave — this is total restraint of movement. There was no evidence of theft and no lawful authority for the detention. The guard's mere suspicion, without evidence, does not constitute lawful justification. All elements of false imprisonment are met.

Why other options are wrong:

- Option (B): Security guards do not have unlimited authority to detain customers; they must have reasonable grounds and must act lawfully.
- Option (C): The duration of detention does not determine whether false imprisonment occurred; even brief total restraint without justification is actionable.
- Option (D): False imprisonment does not require proof of physical harm; the unlawful restraint itself is the actionable wrong.

Final Answer: Unlawful restraint by authority without evidence or justification = false imprisonment $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q9

Q10.

Solution

Concept — Postal Rule of Acceptance: Acceptance is complete upon posting a properly addressed letter; the offeror bears the risk of postal delay or loss. A revocation takes effect only when communicated to and received by the offeree. If acceptance is posted before revocation is received by the offeree, a binding contract exists.

Step 1 — Identify the legal rule: Acceptance is complete on posting; revocation is effective only when communicated to the offeree.

Step 2 — Apply to facts: Kavitha posted her acceptance on Wednesday. The revocation telegram was sent on Thursday and received by Kavitha on Thursday evening — after her acceptance was already complete. When Kavitha posted on Wednesday, a binding contract was formed. Vijay could not revoke after that point, as revocation must reach the offeree before acceptance is complete.

Why other options are wrong:

- Option (A): Under the postal rule, the time of sending (not receiving) the revocation is irrelevant; what matters is whether the revocation was communicated to the offeree before she posted her acceptance.
- Option (C): The offeror specified reply by letter; using the same method is appropriate and the postal rule applies.
- Option (D): The contract was formed on Wednesday when acceptance was posted, not on Friday when Vijay received the letter.

Final Answer: Acceptance posted Wednesday = contract formed; Thursday revocation received by Kavitha is too late $\Rightarrow \boxed{B}$

Answer: (B) Go Back to Q10

Q11.

Solution

Concept — Consideration: Every contract must be supported by consideration — something of value exchanged for the promise. Performing a pre-existing legal duty is not fresh consideration. Seema's promise to accept Rs. 7,000 in full settlement was not supported by any new consideration from Rajesh, who merely paid part of what he already owed.

Step 1 — Identify the legal rule: A promise to do what one is already legally obligated to do is not valid consideration; without consideration, the new promise is unenforceable.

Step 2 — Apply to facts: Rajesh owed Rs. 10,000. Seema promised to accept Rs. 7,000 as full settlement. Rajesh gave nothing new in return — he merely paid part of his pre-existing debt. Seema received no consideration for her promise to forgo Rs. 3,000. That promise is therefore unenforceable, and Seema can sue for the balance.

Why other options are wrong:

- Option (A): A moral obligation does not substitute for legal consideration under contract law.
- Option (B): Good faith is not a substitute for consideration; the legal requirement of consideration is strict.
- Option (D): Settlement agreements must be supported by consideration to be binding; mere agreement to settle does not make it enforceable without consideration.

Final Answer: Seema's promise to forgo Rs. 3,000 lacked consideration; she can sue for the balance $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q11

Q12.

Solution

Concept — Coercion and Voidable Contracts: A contract procured by coercion (threatening to commit a forbidden act) is voidable, not void. The distinction is important: a void contract has no legal effect from the start, while a voidable contract remains valid unless and until the aggrieved party elects to avoid it.

Step 1 — Identify the legal rule: The principle states coercion makes a contract voidable (not void) at the option of the party whose consent was not free.

Step 2 — Apply to facts: Kiran's consent was obtained by Mohan's threat to harm his family — a threat to commit an act forbidden by law. This constitutes coercion under the principle. The contract is therefore voidable at Kiran's option. Kiran can elect to avoid it.

Why other options are wrong:

- Option (A): The principle explicitly states the contract is voidable, not void; these are distinct legal categories.
- Option (B): The mere fact that Kiran eventually signed is not consent freely given; the signature was obtained by coercion.
- Option (C): The principle expressly provides that coercion makes a contract voidable, not void — Option C directly contradicts the principle as stated.

Final Answer: Coercion renders the contract voidable at Kiran's option; he may elect to avoid it $\Rightarrow \boxed{D}$

Answer: (D) Go Back to Q12

Q13.

Solution

Concept — Invitation to Treat vs Offer: A display of goods with price tags is an invitation to treat (an invitation for customers to make offers), not a binding offer. The customer makes the offer at the point of purchase; the shopkeeper then accepts or rejects. The shopkeeper therefore retains the right to refuse to sell.

Step 1 — Identify the legal rule: Display of goods = invitation to treat; the customer's act of presenting goods for purchase = the offer; shopkeeper may accept or reject.

Step 2 — Apply to facts: ElectroMart's display of the phone with its price tag was only an invitation to treat, not an offer. Prashant made the offer when he demanded the phone at that price. The shopkeeper was entitled to reject this offer (because the phone was already sold). No binding contract was formed.

Why other options are wrong:

- Option (B): Displaying goods with a price does not constitute a binding offer; accepting the stated price does not automatically form a contract.
- Option (C): Entering the shop and demanding the phone constitutes making an offer, not accepting one; the shopkeeper had not yet accepted.
- Option (D): The shopkeeper can refuse to sell for any reason at this stage (before any contract is formed), not only when the item is out of stock.

Final Answer: Shop display = invitation to treat only; shopkeeper entitled to refuse the customer's offer $\Rightarrow \boxed{\text{A}}$

$\boxed{\textbf{Answer: (A)}}$ **Go Back to Q13**

Q14.

Solution

Concept — Partial Performance and Quantum Meruit: A party who abandons a contract without justification cannot claim the full proportionate price as of right. However, where partial performance has been accepted, the performing party may recover on a quantum meruit basis for work done, subject to deduction of losses caused to the innocent party by the breach.

Step 1 — Identify the legal rule: Partial performer who abandons without justification: no automatic right to proportionate price; quantum meruit recovery available for accepted work, reduced by breach losses.

Step 2 — Apply to facts: Arjun completed 60% and abandoned without justification. Bhavna accepted the completed portion. Arjun's breach forced Bhavna to pay an extra Rs. 40,000 to complete the work. Arjun's quantum meruit claim (for the value of accepted work) will be reduced by this additional cost incurred by Bhavna due to his breach.

Why other options are wrong:

- Option (A): An unjustified abandoner cannot claim the full proportionate contract price as of right; only quantum meruit applies.
- Option (C): Arjun is not entitled to nothing; accepted partial performance has value recoverable on quantum meruit.
- Option (D): Full contract price is only available on full performance; partial performance by a party who abandons does not entitle to the whole price.

Final Answer: Unjustified abandoner may recover only on quantum meruit for accepted work, reduced by Bhavna's extra costs $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q14

Q15.

Solution

Concept — Quasi-Contract (Money Paid Under Mistake of Fact): The law imposes an obligation to repay money received without legal entitlement when paid under a mistake of fact. This is not a true contract but a quasi-contractual obligation to prevent unjust enrichment. The mistake must be one of fact, not law.

Step 1 — Identify the legal rule: Money paid under mistake of fact to a person not legally entitled to receive it must be repaid as a quasi-contractual obligation; mistake of law does not attract this rule.

Step 2 — Apply to facts: Dinesh paid Rs. 20,000 under the mistaken factual belief that he owed this debt (he had in fact already repaid it — a factual matter). Prakash has no legal entitlement to this money. The mistake is one of fact (not law). Prakash is quasi-contractually bound to repay.

Why other options are wrong:

- Option (A): Voluntary payment under a mistake of fact still attracts quasi-contractual obligation to repay; voluntariness does not defeat the claim.
- Option (B): The mistake here is a mistake of *fact* (believing he still owed the debt), not a mistake of law; Option B states a correct legal principle but

misapplies it to these facts.

- Option (D): The principle does not require proof that the recipient knew of the error; the obligation to repay arises from lack of entitlement alone.

Final Answer: Payment under genuine mistake of fact = Prakash must repay under quasi-contract ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q15

Q16.

Solution

Concept — Article 14 and the Test of Reasonable Classification: Article 14 forbids arbitrary State action. A law that classifies persons or things differently must satisfy two conditions: (i) the classification must be founded on an intelligible differentia, and (ii) that differentia must have a rational nexus with the object of the law. Absence of either condition makes the law arbitrary and unconstitutional.

Step 1 — Identify the legal rule: Classification permissible only with intelligible differentia + rational nexus to the law's objective; otherwise the law violates Article 14 as arbitrary.

Step 2 — Apply to facts: The law distinguishes between identical commercial establishments in City A and City B with no stated reason or policy objective. There is no intelligible differentia (the establishments are identical) and no rational nexus with any permissible goal. The classification is purely arbitrary and violates Article 14.

Why other options are wrong:

- Option (A): Wide legislative discretion in economic policy does not permit arbitrary discrimination; Article 14 applies to all State action.
- Option (B): The sovereign power to regulate subsidies is subject to Article 14; City-based discrimination must still satisfy the rational nexus test.
- Option (C): Article 14 applies to all persons including business owners; there is no requirement that the aggrieved person belong to a "protected class."

Final Answer: Arbitrary distinction between identical establishments with no rational nexus = violation of Article 14 ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q16

Q17.

Solution

Concept — Article 21 and Prisoners' Rights: Article 21 protects the right to life, interpreted expansively to include the right to live with basic human dignity. This right does not get suspended upon conviction. The State, having taken away a person's liberty through imprisonment, assumes an obligation to maintain his life and health.

Step 1 — Identify the legal rule: Right to life under Article 21 includes the right to basic human dignity; prisoners in State custody retain the right to necessary medical treatment.

Step 2 — Apply to facts: Suresh is in State custody and suffered a life-threatening cardiac episode. The State (through the jail authorities) refused all medical care citing budget and administrative convenience. By denying necessary medical treatment, the State denied Suresh his right to live with basic dignity — a right guaranteed under Article 21 regardless of his convicted status.

Why other options are wrong:

- Option (B): Conviction results in loss of liberty, not loss of all rights; the right to life and dignity under Article 21 survives conviction.
- Option (C): The right to medical treatment in custody is a constitutional right emanating from Article 21, not merely a matter of administrative policy.
- Option (D): The principle does not require proof of intentional denial; the fact of denial is sufficient to establish the violation.

Final Answer: Denial of necessary medical treatment to a prisoner violates Article 21 right to life with dignity $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q17

Q18.

Solution

Concept — Article 19(1)(a) and Permissible Restrictions: Freedom of speech and expression is guaranteed under Article 19(1)(a). It can be restricted only on the specific grounds in Article 19(2). Restrictions must be reasonable and fall within those grounds. Political embarrassment of the government is not among the listed grounds.

Step 1 — Identify the legal rule: Restriction on speech must be reasonable and fall within the specific grounds of Article 19(2); any other ground is impermissible.

Step 2 — Apply to facts: The Government banned the novel because it criticised government policies and caused embarrassment. Neither "criticism of policy" nor "embarrassment to government" is a ground listed in Article 19(2). The restriction therefore falls outside the constitutionally permissible grounds and is unconstitutional.

Why other options are wrong:

- Option (A): Embarrassment to the State is not a recognised head under Article 19(2); the Government's plenary power does not override constitutional guarantees.
- Option (C): Courts do not give unlimited deference in free speech cases; they examine whether the restriction falls within the enumerated grounds.
- Option (D): Books cannot be banned on any ground the President finds fit; the Constitution specifies the exclusive permissible grounds.

Final Answer: Banning a book for criticising the government is not a permissible restriction under Article 19(2) $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q18

Q19.

Solution

Concept — Fundamental Rights vs Directive Principles: Fundamental Rights are enforceable by courts; Directive Principles are not. DPSPs are important guides for governance but they do not override Fundamental Rights. A law implementing a DPSP that simultaneously abridges a Fundamental Right cannot be saved merely by reference to the DPSP it advances.

Step 1 — Identify the legal rule: DPSPs are non-justiciable and cannot override justiciable Fundamental Rights; a law abridging Fundamental Rights cannot be sustained on DPSP grounds alone.

Step 2 — Apply to facts: The State of Uttam's law restricts the Fundamental Right of freedom of movement. The State's justification is that it advances a DPSP. Under the principle, DPSPs cannot override Fundamental Rights. The law cannot be sustained insofar as it infringes the Fundamental Right.

Why other options are wrong:

- Option (A): This directly contradicts the principle, which states DPSPs cannot override Fundamental Rights.

- Option (B): Article 19 freedoms can only be restricted on specific grounds in Article 19(1); advancing a DPSP is not among them.
- Option (D): The State does not have unfettered constitutional authority to override Fundamental Rights by invoking Directive Principles.

Final Answer: Non-justiciable DPSPs cannot override justiciable Fundamental Rights; the law fails $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q19

Q20.

Solution

Concept — Writ of Habeas Corpus: Habeas Corpus ("you shall have the body") is the appropriate writ to challenge illegal detention. It compels the detaining authority to produce the detained person before the court and justify the detention. If the detention is unlawful, the court orders immediate release. The other writs serve entirely different purposes.

Step 1 — Identify the legal rule: Habeas Corpus commands the authority to produce the detained person and justify detention; if unjustified, immediate release is ordered.

Step 2 — Apply to facts: Ramesh is detained for 40 days without charge, without production before a magistrate, and without any judicial order. This is unlawful detention. The remedy is Habeas Corpus, which would require the police to produce Ramesh and justify the detention. On the facts, the detention is clearly without lawful authority and the court would order his release.

Why other options are wrong:

- Option (A): Mandamus compels a public authority to perform a specific legal duty; it does not directly address illegal detention of a person.
- Option (B): Certiorari is used to quash decisions of inferior tribunals or quasi-judicial bodies; it is not the remedy for challenging personal detention.
- Option (C): Quo Warranto challenges a person's legal right to hold a public office; it has no application to cases of unlawful detention.

Final Answer: Habeas Corpus is the correct writ to challenge unlawful detention and secure Ramesh's release $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q20

Q21.

Solution

Concept — Culpable Homicide Not Amounting to Murder: The BNS (like the IPC before it) distinguishes murder from culpable homicide not amounting to murder. One recognised exception converts what would be murder into the lesser offence: the offender, in the heat of passion upon sudden provocation and without premeditation, causes death by an act intended to cause grievous hurt only.

Step 1 — Identify the legal rule: Heat of passion + sudden provocation + intention to cause grievous hurt only (not death) + no premeditation = culpable homicide not amounting to murder.

Step 2 — Apply to facts: Rajan struck Mohan once in the heat of passion following sudden provocation. He intended grievous hurt, not death. There was no premeditation. All conditions of the exception are satisfied. Rajan's act is culpable homicide not amounting to murder, not murder.

Why other options are wrong:

- Option (B): Using a dangerous instrument raises an inference of intention to cause death or bodily injury sufficient to cause death, but the principle here explicitly provides the exception when intention was only for grievous hurt, in heat of passion.
- Option (C): He is guilty of an offence (culpable homicide) even though he lacked intent to kill; absence of murderous intent does not mean no crime.
- Option (D): Mere intention to perform the act (as opposed to intention to cause death) is not by itself sufficient for murder; the exception in the principle applies here.

Final Answer: Heat of passion + intent to cause grievous hurt only + no premeditation = culpable homicide not amounting to murder $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q21

Q22.

Solution

Concept — Mistake of Fact as a Defence (Mens Rea): Criminal liability generally requires a guilty mind (*mens rea*). An act done under a genuine and reasonable mistake of fact that, if the facts were as believed, would not be an offence, attracts no criminal liability. The mistake must concern a fact, not a legal rule.

Step 1 — Identify the legal rule: Genuine mistake of fact + if the imagined facts were true the act would not be an offence = no criminal liability.

Step 2 — Apply to facts: Sanjay genuinely and reasonably believed the figure was a wild animal threatening his life. Had the figure actually been a wild animal, shooting it in self-defence would not be an offence. The mistake is one of fact (about the identity of the figure). No criminal liability attaches.

Why other options are wrong:

- Option (A): Murder requires intention to cause death of a human being; Sanjay had no such intention — he believed he was shooting a wild animal.
- Option (C): The principle expressly states that genuine mistake of fact is a valid defence; causing death is not enough for liability if the mental element is absent due to a genuine mistake of fact.
- Option (D): Forest guards are not categorically exempt from criminal liability; the defence here arises specifically from the genuine mistake of fact, not from occupational immunity.

Final Answer: Genuine mistake of fact: believed target was a wild animal; if true, no offence; no criminal liability $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q22

Q23.

Solution

Concept — Limits of Right of Private Defence of Property: The right of private defence of property is not unlimited. Force causing grievous hurt may not be used to protect property from ordinary theft (as opposed to robbery, house-breaking at night, etc.). The force must be proportionate to the threat. Disproportionate force takes the act outside the right of private defence.

Step 1 — Identify the legal rule: Private defence of property does not extend to causing grievous hurt unless the offence is robbery, house-breaking by night, etc.;

force must be proportionate.

Step 2 — Apply to facts: The boy was committing ordinary theft of mangoes — not robbery or any of the specified serious offences that would justify grievous hurt. Gopal struck the boy repeatedly, fracturing both arms. This constitutes grievous hurt. The force was grossly disproportionate to a minor theft of fruit. Gopal has exceeded his right of private defence.

Why other options are wrong:

- Option (A): The principle explicitly limits the right of private defence; it is not absolute or unlimited against theft.
- Option (B): The right to stop theft does not extend to causing grievous hurt for ordinary theft; it must be a proportionate response.
- Option (D): Anger does not justify disproportionate force; the law holds persons to an objective standard of proportionality in private defence.

Final Answer: Using force causing grievous hurt to prevent ordinary mango theft = exceeds permissible private defence $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q23

Q24.

Solution

Concept — Extortion Distinguished from Theft: In theft, property is taken without the victim's consent. In extortion, the victim delivers the property, but does so because the accused has put him in fear of injury. The delivery is not truly voluntary — it is induced by fear. The fact that the victim "handed over" the property does not make it theft or a lawful transaction.

Step 1 — Identify the legal rule: Extortion = putting in fear of injury + thereby inducing delivery of property. The key is delivery induced by fear, not by free will.

Step 2 — Apply to facts: Vijay threatened to damage Anand's factory (fear of injury to property). Anand delivered Rs. 1,00,000 because of this fear. The delivery was induced by deliberately implanted fear of injury. This exactly matches the definition of extortion in the principle.

Why other options are wrong:

- Option (A): Theft involves taking property without consent; here Anand consented (though under fear) and delivered the money himself — this is not theft.

- Option (B): The delivery was not truly voluntary; it was induced by fear. Apparent voluntariness under induced fear is precisely what constitutes extortion.
- Option (C): Robbery involves use of force or causing of death/hurt at the time of the theft; Vijay made a threat of future harm and did not use immediate force — this is extortion, not robbery.

Final Answer: Fear of future injury + induced delivery of property = extortion $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q24

Q25.

Solution

Concept — Void Marriage Under the Hindu Marriage Act, 1955: Section 11 of the Hindu Marriage Act provides that a marriage solemnised in contravention of certain conditions, including Section 5(iv) (parties not within prohibited degrees), shall be null and void. A customary exception may be claimed but it must be proven with evidence.

Step 1 — Identify the legal rule: Marriage within prohibited degrees = void unless a valid customary exception is proven; mere assertion of custom without evidence is insufficient.

Step 2 — Apply to facts: Ramesh married Geeta, the daughter of his elder sister — this is within the prohibited degree (uncle-niece relationship). Ramesh claims a custom permits this but produces no evidence. Without proven evidence of a recognised custom, the statutory prohibition applies and the marriage is void.

Why other options are wrong:

- Option (B): Performance of traditional religious ceremonies does not override the statutory prohibition; the Act's requirements must be met.
- Option (C): Marriages within prohibited degrees are void ab initio (Section 11), not merely voidable; the consent of both parties does not cure a void marriage.
- Option (D): Custom must be proven in each case; it cannot be judicially noticed as universal across a region without specific proof.

Final Answer: Uncle-niece marriage within prohibited degree + no proven custom = void marriage $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q25

Q26.

Solution

Concept — Maintenance After Mutual Consent Divorce: Section 25 of the Hindu Marriage Act allows either spouse to claim permanent alimony. However, in mutual consent divorces, the parties negotiate and agree the terms. An express agreement to forgo maintenance, made part of the consent terms and presented to the court, is taken seriously and courts generally hold parties to such agreements.

Step 1 — Identify the legal rule: Right to maintenance under Section 25 exists, but may be affected where the spouse expressly agreed in mutual consent terms to forgo maintenance.

Step 2 — Apply to facts: Priya and Anil expressly and clearly agreed in writing that neither would claim maintenance. This agreement was made as part of the mutual consent terms. When Priya files for maintenance later, the court will give effect to this agreement and the claim is not maintainable.

Why other options are wrong:

- Option (A): While the statute confers the right, the parties' express written agreement to forgo it (as part of a mutual consent settlement) is binding and the court will enforce it.
- Option (C): Mutual consent divorces allow parties to settle all ancillary matters including maintenance; such agreements are respected by courts.
- Option (D): Inability to maintain oneself may be a relevant factor in contested maintenance claims, but where an express agreement to forgo maintenance exists, the agreement controls.

Final Answer: Express agreement to forgo maintenance in mutual consent terms bars Priya's subsequent maintenance claim $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q26

Q27.

Solution

Concept — Hindu Intestate Succession, Class I Heirs: Under Schedule I of the Hindu Succession Act, 1956, Class I heirs inherit simultaneously. The widow takes one share equal to that of each son. With one widow and two sons (three Class I heirs), the estate divides equally into three shares.

Step 1 — Identify the legal rule: All Class I heirs inherit simultaneously and equally; widow = one share = each son's share.

Step 2 — Apply to facts: Three Class I heirs: Savitri (widow), Rahul (son), Kishore (son). The estate of Rs. 90,00,000 divides equally into three shares of Rs. 30,00,000 each. Savitri gets Rs. 30 lakhs, Rahul gets Rs. 30 lakhs, Kishore gets Rs. 30 lakhs.

Why other options are wrong:

- Option (A): The principle gives the widow a share equal to each son, not half the estate; half-share would be appropriate only if there were only one son.
- Option (B): Sons are not preferred over the widow; the widow and sons are all Class I heirs who inherit simultaneously and equally.
- Option (D): The widow does not take a fractional share smaller than a son's share; the principle explicitly states she takes one share equal to each son's share.

Final Answer: One widow + two sons = three equal Class I heirs; each gets Rs. 30,00,000 $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q27

Q28.

Solution

Concept — Res Ipsa Loquitur: This doctrine creates a rebuttable presumption of negligence from the very circumstances of the accident, without requiring the plaintiff to prove the specific cause. Three conditions must be met: the accident would not ordinarily occur without negligence; the instrumentality was under the defendant's exclusive control; and the cause is unexplained.

Step 1 — Identify the legal rule: If conditions (i), (ii), and (iii) are met, the mere occurrence of the accident raises a presumption of negligence against the defendant.

Step 2 — Apply to facts: (i) Barrels do not ordinarily fall from warehouses without some failure of care. (ii) The barrel was under the exclusive control of Sunrise Warehouses. (iii) Mr. Pinto cannot explain how it fell. All three conditions are satisfied. The doctrine applies and raises a presumption of negligence. Mr. Pinto need not prove the specific mechanism of the fall.

Why other options are wrong:

- Option (A): The doctrine specifically relieves the plaintiff of the need to explain how the accident occurred; that is its very purpose.
- Option (B): The premise of *res ipsa loquitur* is that this type of accident does *not* ordinarily occur without negligence, contradicting Option B directly.
- Option (C): Using the public footpath is a lawful act; it does not constitute assumption of the risk of negligently stored heavy objects falling on pedestrians.

Final Answer: *Res ipsa loquitur*: barrel falling from warehouse raises presumption of negligence against the warehouse $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q28

Q29.

Solution

Concept — Caveat Emptor: The buyer bears the primary responsibility of examining goods for quality and fitness. The seller is not liable for defects the buyer could have discovered by reasonable examination, unless the seller actively misrepresented or concealed the defect. Mere non-disclosure of a latent defect the seller was not asked about does not defeat the doctrine.

Step 1 — Identify the legal rule: Buyer must examine goods; latent defect not actively concealed or misrepresented = seller not liable; active concealment or false representation = seller liable.

Step 2 — Apply to facts: The defect (crack in engine block) was latent and not visible on ordinary external inspection. Suresh made no representation about the tractor's condition and did not actively conceal the crack. Ramesh chose not to conduct a mechanical inspection. The doctrine of *caveat emptor* applies; Ramesh bears the risk.

Why other options are wrong:

- Option (B): The principle states sellers are not automatically responsible for latent defects unless actively concealed or misrepresented; automatic liability for all latent defects would abolish *caveat emptor*.
- Option (C): Mere non-mention of a defect is not the same as active concealment; the principle requires active concealment or false representation to defeat the doctrine.
- Option (D): A written waiver is not required for *caveat emptor* to apply; it applies by default to sales of goods in the absence of misrepresentation.

Final Answer: Latent defect + no concealment or misrepresentation by seller + buyer did not inspect = *caveat emptor*; Ramesh cannot succeed ⇒ $\boxed{\text{A}}$

Answer: (A) Go Back to Q29

Q30.

Solution

Concept — Gifts of Immovable Property Under the Transfer of Property Act: Section 123 of the Transfer of Property Act, 1882 mandates that a gift of immovable property must be effected by a registered instrument signed by the donor and attested by at least two witnesses. Delivery of possession alone, or oral declaration before witnesses, cannot substitute for registration. The gift is void without a registered deed.

Step 1 — Identify the legal rule: Gift of immovable property = must be by registered instrument signed and attested; oral gift is not valid regardless of possession or witnesses.

Step 2 — Apply to facts: Mr. Suresh made only an oral declaration before family members. No registered instrument was executed. Even though Arjun took possession and family members witnessed the declaration, the gift is legally invalid for want of registration. Mr. Suresh can recover the plot.

Why other options are wrong:

- Option (A): Public declaration and delivery of possession are both insufficient substitutes for registration; the law's requirement of registration is mandatory and not satisfied here.
- Option (C): There is no special category of "family gifts" exempted from the registration requirement under the Transfer of Property Act.
- Option (D): Family members acting as witnesses cannot supply what the law requires — a registered instrument; oral testimony of witnesses cannot replace a registered document.

Final Answer: Oral gift of immovable property without registration = invalid; Mr. Suresh can reclaim the plot ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q30

Q31.

Solution

Concept — Maneka Gandhi v Union of India (1978) and Article 21: This landmark judgment expanded Article 21's scope dramatically. The Court held that the procedure depriving a person of life or liberty must be fair, just, and reasonable. It incorporated the principles of natural justice (including *audi alteram partem* — hear the other side) into Article 21. Actions taken without notice or hearing violate this standard.

Step 1 — Identify the legal rule: Procedure under Article 21 must be fair, just, and reasonable; action without notice and opportunity to be heard is not fair procedure.

Step 2 — Apply to facts: Meera's passport was impounded without any notice to her, without communicating the reasons, and without any opportunity to present her side. A passport impoundment restricts her right to travel and personal liberty. The procedure followed was not fair, just, or reasonable. The action violates Article 21 as interpreted in *Maneka Gandhi*.

Why other options are wrong:

- Option (A): Broad governmental power over passports does not exempt the action from the requirement of fair procedure mandated by Article 21 after *Maneka Gandhi*.
- Option (B): The availability of post-decisional judicial review does not satisfy the requirement of a fair pre-decisional procedure; *Maneka Gandhi* requires procedural fairness at the decision-making stage itself.
- Option (D): Restricting the right to travel abroad by impounding a passport does engage Article 21 (personal liberty includes the right to travel); the premise of Option D is factually wrong.

Final Answer: Impounding without notice or hearing = unfair procedure violating Article 21 per *Maneka Gandhi* $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q31

Q32.

Solution

Concept — BNS 2023 and the Replacement of IPC: The Bharatiya Nyaya Sanhita (BNS), 2023 replaced the Indian Penal Code, 1860 with effect from 1 July 2024. The BNS restructured and renumbered many sections. The offence of murder, which was covered under IPC Section 302, is now covered under **Section 103** of the BNS 2023.

Step 1 — Identify the legal rule: The BNS 2023 replaced the IPC; IPC Section 302 (murder) corresponds to BNS Section 103.

Step 2 — Apply to facts: The student needs to identify which BNS section replaces IPC Section 302 (murder). Section 103 of the BNS 2023 defines murder and prescribes punishment, directly replacing IPC Section 302.

Why other options are wrong:

- Option (A): Section 100 BNS deals with the right of private defence of the body extending to causing death.
- Option (B): Section 101 BNS deals with the right of private defence of the body not extending to causing death.
- Option (C): Section 102 BNS deals with commencement and continuance of the right of private defence of the body.

Final Answer: IPC Section 302 (murder) is replaced by **Section 103 of the BNS 2023** $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q32

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						