MH CET LAW Legal Aptitude & Legal Reasoning

Sample Paper – 2

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 suffers a recognisable psychiatric illness as a result of witnessing a traumatic event caused by the defendant's negligence may claim damages in tort, provided the psychiatric illness is medically recognised and not merely grief or distress.

FACTS: Meena was standing on the footpath when a truck, driven negligently by Ram's employee, mounted the kerb and killed Meena's husband right before her eyes. Meena subsequently suffered a severe psychiatric disorder that was medically diagnosed as a direct consequence of witnessing the accident. Meena sues Ram.

(A) Ram is not liable because psychiatric injury is not a physical harm and therefore is not compensable in tort.

(B) Ram is liable because Meena suffered a recognised psychiatric illness resulting from witnessing the accident caused by Ram's negligence.

(C) Ram is liable only if Meena was also physically injured in the same incident.

(D) Meena cannot claim because she was not herself within the zone of physical danger at the time of the accident.

Q2. PRINCIPLE: Any intentional, direct entry onto land in the possession of another person, without lawful justification or the possessor's consent, amounts to trespass to land, regardless of whether any actual damage is caused.

FACTS: Suresh, a farmer, cut across Ramesh's agricultural field as a shortcut to reach the market, genuinely believing the path to be a public right of way. He did not damage any crops or cause any physical harm. Ramesh sues Suresh for trespass.

(A) Suresh is not liable because he caused no actual damage to Ramesh's crops or property.

(B) Suresh is not liable because he acted under a genuine and honest belief that the path was a public way.

(C) Suresh is liable because he intentionally entered Ramesh's land without permission, and trespass is actionable without proof of damage.

(D) Suresh is liable only if Ramesh can prove that Suresh knew the land belonged to Ramesh at the time of entry.

Q3. PRINCIPLE: Public nuisance is an unlawful act or omission that endangers the life, safety, health, or comfort of the public or obstructs the public in the exercise of its common rights. A private individual may sue for public nuisance only if he has suffered special damage over and above that suffered by the general public.

FACTS: A chemical factory discharged toxic effluent into a river used by thousands of villagers for drinking water and bathing. The pollution affected all villagers equally. Amar, one of the villagers, sued the factory seeking damages solely for the general inconvenience and health risk shared with all other villagers.

(A) Amar will succeed because the factory committed an unlawful act that harmed the community.

(B) Amar will succeed because the factory's discharge violated the public's right to use a clean river.

(C) Amar will succeed because each individual member of the public affected by a public nuisance has an independent right to sue.

(D) Amar will not succeed because he has not suffered any special damage beyond what every other villager suffered equally.

Q4. PRINCIPLE: Defamation may be committed through innuendo — a statement that appears innocent on its face but conveys a defamatory meaning to those who are aware of certain extrinsic facts. The plaintiff must prove both the hidden defamatory meaning and that those who heard the statement were aware of the extrinsic facts that rendered it defamatory.

FACTS: A newspaper published: "Mr Patel was seen leaving the jewellery shop of Mr Shah with a heavy bag." The statement appears innocent on its face. However, people who knew that Mr Shah had recently been convicted of trafficking in stolen jewellery understood the statement to mean that Mr Patel was involved in handling stolen goods. Mr Patel sues for defamation by innuendo.

(A) Mr Patel can succeed if he proves the extrinsic facts that give the statement a defamatory meaning and that persons aware of those facts so understood it.

(B) Mr Patel cannot succeed because the statement, read literally and without reference to extrinsic facts, is not defamatory.

(C) Mr Patel can succeed only if he proves that the newspaper intended the statement to be understood in a defamatory sense.

(D) Mr Patel cannot succeed because newspaper publications about public matters are protected by qualified privilege.

Q5. PRINCIPLE: A manufacturer owes a duty of care to the ultimate consumer of its product. If a defective product reaches the consumer in the same form as it left the manufacturer, with no reasonable possibility of intermediate examination, and the defect causes injury, the manufacturer is liable in tort.

FACTS: Aasha Beverages manufactured and sealed bottles of fruit juice. Priya purchased one sealed bottle from a retail shop, with no visible signs of tampering on the bottle. She found a dead cockroach inside the bottle and, having already consumed some of the juice, suffered acute gastroenteritis. Priya sues Aasha Beverages in tort.

(A) Aasha Beverages is not liable because the sale was made by the retailer, and the manufacturer owes no duty to the ultimate purchaser.

(B) Aasha Beverages is liable because the defective product reached Priya in its original sealed form without any reasonable possibility of intermediate examination, and it caused her injury.

(C) Aasha Beverages is liable only if Priya can produce direct evidence proving that the cockroach was introduced into the bottle at the factory.

(D) Priya assumed the risk because she should have visually inspected the juice before drinking it; therefore Aasha Beverages is not liable.

Q6. **PRINCIPLE:** Where both the plaintiff and the defendant have been negligent, but the defendant had the last clear opportunity to avoid the harm and failed to use it, the defendant will be held solely liable. The plaintiff's contributory negligence will not reduce the defendant's liability in such a situation.

FACTS: Kavya negligently parked her scooter partially on the carriageway of a public road. Rohit, driving a car, saw the stationary scooter from a considerable distance ahead. Despite having sufficient time and road space to steer safely around the scooter, Rohit did nothing and collided with it. Rohit claims that Kavya's negligent parking was also a contributing cause.

(A) Rohit is not liable because Kavya was negligent in parking on the road and her negligence was the primary cause of the accident.

(B) Both Kavya and Rohit are equally responsible, and the damages should be apportioned between them.

(C) Rohit is solely liable because he had the last clear opportunity to avoid the collision and failed to use it.

(D) Kavya cannot recover anything because her own negligence in parking on the road contributed to the accident.

Q7. PRINCIPLE: As a general rule, an employer is not liable for torts committed by an independent contractor. However, this rule does not apply where the work assigned to the contractor is inherently dangerous or involves a non-delegable duty of care; in such cases the employer remains liable for any harm resulting from the contractor's negligence.

FACTS: Bharat Constructions hired Apex Blasting Co., an independent specialist contractor, to carry out controlled explosive blasting operations near a residential colony. Despite Apex Blasting taking all standard precautions, debris from the blast damaged the homes of several residents. The residents sue Bharat Constructions.

(A) Bharat Constructions is not liable because Apex Blasting Co. is an independent contractor and is solely responsible for its own acts.

(B) Bharat Constructions is not liable because Apex Blasting Co. took all standard and reasonable precautions during the operation.

(C) Bharat Constructions is not liable because residents living near a construction site are taken to have assumed the risk of such activities.

(D) Bharat Constructions is liable because explosive blasting is inherently dangerous work, and the duty of care in such cases is non-delegable.

Q8. PRINCIPLE: An action for malicious prosecution will succeed only if the plaintiff establishes all four of the following elements: (1) the defendant instituted criminal proceedings against the plaintiff; (2) those proceedings terminated in the plaintiff's favour; (3) there was no reasonable and probable cause for the prosecution; and (4) the defendant acted with malice.

FACTS: Girish, a business rival of Suresh, filed a complaint with the police falsely accusing Suresh of theft, with the sole intention of ruining his reputation. After a full investigation, the police filed a charge sheet and Suresh was tried. The court acquitted Suresh of all charges. Suresh now sues Girish for malicious prosecution.

(A) Suresh will succeed because all four elements — institution of criminal proceedings, acquittal, absence of reasonable and probable cause, and malice — are established on the facts.

(B) Suresh will not succeed because the proceedings were formally instituted by the police through the charge sheet, not directly by Girish.

(C) Suresh will not succeed because the fact that the police investigated and filed a charge sheet shows that there was reasonable and probable cause for the prosecution.

(D) Suresh has no cause of action against Girish because malicious prosecution claims can only be brought against the State, not a private individual.

Q9. **PRINCIPLE:** A tortfeasor must take the victim as he finds him — the "thin skull" or "egg-shell skull" rule. If the victim, owing to a pre-existing physical condition, suffers injury far greater than a normal person would have suffered from the same act, the tortfeasor is nonetheless fully liable for the entire extent of the injury, including the aggravation caused by the pre-existing condition.

FACTS: Harish punched Pranav once on the head during an altercation. Pranav appeared externally healthy and normal, but unknown to either party he had an abnormally thin skull. What would have been a minor blow for an ordinary person proved fatal to Pranav. Harish argues he should only be held liable for the harm that would have resulted had Pranav been a person of normal constitution.

(A) Harish is liable only for the injury that a person of normal constitution would have suffered from a single punch to the head.

(B) Harish is fully liable for Pranav's death because the thin skull rule requires that a tortfeasor take the victim as he finds him, including any pre-existing physical vulnerability.

(C) Harish is not liable at all because no reasonable person could have foreseen death as a consequence of a single punch.

(D) Pranav's undetected medical condition is a novus actus interveniens that breaks the chain of causation, relieving Harish of liability for the death.

Q10. PRINCIPLE: An acceptance must be absolute and unqualified. If the offeree, while purporting to accept, introduces any new terms or modifications, the reply constitutes a counter-offer. A counter-offer operates as a rejection of the original offer, which is thereby extinguished and cannot thereafter be accepted by the offeree.

FACTS: Kapil offered to sell his motorcycle to Aman for Rs. 60,000. Aman replied: "I accept your offer but will pay only Rs. 55,000." Kapil rejected this response. Aman then said: "All right, I accept your original offer of Rs. 60,000." Kapil refused to proceed with the sale.

(A) A valid contract was formed at Rs. 60,000 because Aman ultimately accepted Kapil's original terms without any conditions.

(B) A valid contract was formed at Rs. 55,000 because Aman's first reply expressed a willingness to buy and merely proposed a price adjustment.

(C) No contract was formed because Aman's first reply was a counter-offer that rejected and extinguished Kapil's original offer, which could no longer be accepted.

(D) A valid contract was formed because Aman's first acceptance was conditional in nature and not a true counter-offer in law.

Q11. PRINCIPLE: An offer may be revoked at any time before it has been accepted, even if the offeror had promised to hold the offer open for a specified period, unless the offeree has provided separate consideration for that promise. Revocation takes effect from the moment it is communicated to the offeree.

FACTS: On Monday, Nisha offered to sell her laptop to Rajan for Rs. 25,000, stating that the offer would remain open for one week. On Wednesday, Nisha sent a message to Rajan revoking the offer, which Rajan received on the same day. On Thursday, Rajan posted a letter of acceptance, which reached Nisha on Friday.

(A) A valid contract was formed because Nisha had expressly promised to keep the offer open for one week and could not revoke it during that period.

(B) A valid contract was formed because Rajan despatched his acceptance on Thursday, which was still within the one-week period.

(C) A valid contract was formed because Rajan posted his acceptance before Nisha's revocation was communicated to him.

(D) No contract was formed because Nisha's revocation was communicated to Rajan on Wednesday, before Rajan sent any acceptance on Thursday.

Q12. **PRINCIPLE:** A contract whose object or consideration is unlawful is void and unenforceable. An agreement is unlawful if it is forbidden by law, involves fraud, causes harm to another person, or is opposed to public policy. No court will assist either party to enforce such an agreement.

FACTS: Anand promised to pay Sunil Rs. 10,000 if Sunil would set fire to the warehouse of Anand's business competitor. Sunil carried out the arson as agreed. Sunil now sues Anand for the promised Rs. 10,000.

(A) Sunil cannot recover the money because the contract had an unlawful object — arson — and is therefore void and unenforceable.

(B) Sunil can recover the money because he fully performed his part of the agreed bargain.

(C) Anand is liable to Sunil to the extent of unjust enrichment even though the contract is void.

(D) Sunil can recover because Anand, as the instigator of the illegal act, cannot rely on the illegality as a defence against his own promise.

Q13. PRINCIPLE: A contingent contract is a contract to do or not to do something upon the happening of a collateral event. The obligation to perform under a contingent contract arises only if and when the specified contingent event occurs. If the event occurs within the time permitted, the contract becomes enforceable.

FACTS: Vikram agreed in writing to pay Pooja Rs. 5,00,000 if her startup received a Series A investment from any investor within one year of signing the agreement. Within six months of signing, the startup received the Series A funding. Vikram refused to pay, contending that the agreement was merely a proposal with no binding force.

(A) Vikram is not liable because under a contingent contract, no legal obligation arises on either party until the contingent event occurs.

(B) Vikram is liable because the contingent event — Series A funding — occurred within the stipulated period, thereby making Vikram's obligation to pay Rs. 5,00,000 enforceable.

(C) The agreement is void because the contingent event (a third party's decision to invest) was entirely uncertain and beyond both parties' control.

(D) Vikram is not liable because a promise conditional on a third party's act cannot found a legally enforceable contract.

Q14. PRINCIPLE: A contract is discharged by frustration when, after the contract is entered into, a supervening event that was not caused by either party makes performance impossible or radically different from what was originally agreed. In such circumstances, neither party is in breach and neither party is liable for non-performance.

FACTS: An Indian exporter entered into a contract to supply a specified quantity of spices to a European company. After the contract was signed, an armed conflict broke out and the Government of India declared all export trade with that country prohibited by law. The exporter was unable to ship the goods and did not do so.

(A) The exporter is in breach and liable for damages because he undertook to deliver the goods and guaranteed their timely supply.

(B) The exporter is in breach because a prudent exporter should have included a force majeure clause to protect himself against such risks.

(C) The contract is discharged by frustration because a supervening Government prohibition made performance illegal and impossible through no fault of either party.

(D) The European company can recover damages because commercial impossibility arising from government action does not discharge a contract.

Q15. **PRINCIPLE:** Misrepresentation is an untrue statement of fact that induces another party to enter into a contract. Where the misrepresentation is made honestly and without any intent to deceive, it is innocent misrepresentation. The aggrieved party's remedy is rescission of the contract; damages cannot be awarded for innocent misrepresentation.

FACTS: While selling his house, Sohan honestly told the buyer Mohan that the house had valid municipal approval for its current construction. Sohan genuinely believed this to be true at the time, but the statement turned out to be incorrect. Relying on it, Mohan purchased the house and later discovered that no such approval existed.

(A) Mohan can claim full damages from Sohan for all financial loss suffered as a result of the misrepresentation.

(B) Mohan has no remedy at all because Sohan acted honestly and without any intention to deceive him.

(C) Mohan can sue Sohan for fraudulent misrepresentation and recover full compensatory damages.

(D) Mohan can rescind the contract but cannot claim damages, since the misrepresentation was innocent and not fraudulent.

Q16. PRINCIPLE: Article 23 of the Constitution of India prohibits traffic in human beings and all forms of forced labour. Compelling any person to work against their will, or without wages, amounts to forced labour and constitutes a violation of a fundamental right. This prohibition is enforceable not only against the State but also against private individuals.

FACTS: Hari, a landlord, had advanced money to Ramu. Thereafter, Hari compelled Ramu and his entire family to work on his agricultural farm without paying them any wages, threatening to evict them from their dwelling if they refused to work. Ramu approaches the court for relief.

(A) The landlord's practice violates Article 23 as it amounts to forced labour, and Ramu is entitled to seek constitutional remedies against it.

(B) The practice is valid because Article 23 applies only to the State, and this is a private arrangement between two individuals with no State involvement.

(C) The landlord is entitled to compel work as long as Ramu's debt remains unpaid, since unpaid labour in lieu of a debt is a legally recognised lien on services.

(D) Ramu has no fundamental rights remedy because his complaint is labour-related and must be adjudicated by a Labour Court under labour legislation.

Q17. PRINCIPLE: Article 25 of the Constitution guarantees to every person the freedom of conscience and the right to freely profess, practise, and propagate religion. However, this right is subject to public order, morality, and health, and also to laws made by the State regulating or restricting secular activities that are associated with religious practice.

FACTS: A State legislature passed a law prohibiting the slaughter of animals within the precincts of any place of worship on festival days, citing reasons of public health and sanitation. A religious community challenged the law, contending that the ritual sacrifice of animals at the temple during the festival was an essential religious practice protected under Article 25.

(A) The State law is unconstitutional because it directly and substantially interferes with an essential religious practice of the community.

(B) The State law is constitutional because it regulates animal slaughter — a secular activity on grounds of public health — even if associated with a religious practice, which is permissible under Article 25.

(C) The State law is unconstitutional because the State has no authority whatsoever to impose any restriction on the practices of any religion.

(D) The State law is valid only after a court has authoritatively declared that the sacrificial practice is not an essential part of that religion.

Q18. PRINCIPLE: Article 21A of the Constitution of India makes it a fundamental right of every child between the ages of six and fourteen years to receive free and compulsory elementary education. The State is constitutionally obligated to ensure that this right is made available to every child falling within that age group.

FACTS: Arjun is eight years old. His parents are daily-wage labourers who cannot afford school fees. The local government elementary school refused to admit Arjun, citing a shortage of classrooms and teaching staff as justification. His parents filed a petition before the High Court seeking enforcement of Arjun's right to education.

(A) The parents have no remedy because the school's refusal is based on genuine and documented infrastructural constraints that the court cannot override.

(B) The school's refusal is valid because the right to free elementary education is a Directive Principle of State Policy, not an enforceable fundamental right.

(C) The government school's refusal violates Arjun's fundamental right under Article 21A, and the State is constitutionally obligated to ensure his admission to free elementary education.

(D) The right under Article 21A is enforceable only against private unaided schools as part of their 25% quota obligation, and not against government schools.

Q19. **PRINCIPLE:** Article 32 of the Constitution of India confers on every person the fundamental right to move the Supreme Court directly for the enforcement of any of the fundamental rights guaranteed under Part III of the Constitution. This right to constitutional remedies is itself a fundamental right. The Supreme Court cannot decline to entertain such a petition on the ground that an alternative remedy before the High Court is available.

FACTS: Lalita's fundamental right to life and personal liberty under Article 21 was infringed by an order of the State government. Without first approaching the High Court under Article 226, she filed a writ petition directly before the Supreme Court under Article 32.

(A) Lalita's petition must be dismissed because she is required to exhaust the alternative remedy before the High Court under Article 226 before approaching the Supreme Court.

(B) Lalita's petition is maintainable only if she demonstrates that the remedy available before the High Court is inadequate or ineffective in her case.

(C) Lalita's petition is not maintainable because Article 32 can be invoked only by citizens of India, not by all persons.

(D) Lalita's petition is maintainable because Article 32 confers on her the direct right to approach the Supreme Court for enforcement of her fundamental rights, and no prior High Court remedy is mandatory.

Q20. **PRINCIPLE:** The doctrine of separation of powers requires that the legislature makes law, the executive implements it, and the judiciary interprets it. Parliament cannot, by an ordinary law, directly nullify a judicial decision or declare that a specific court judgment shall be of no legal effect, as that would amount to Parliament usurping judicial power.

FACTS: The Supreme Court, in a landmark judgment, struck down the appointment of a particular senior official as illegal and void. Parliament thereafter passed a law stating: "The appointment of the said official is hereby validated and the Supreme Court's judgment in the said matter shall have no legal effect whatsoever."

(A) The Parliament's law is unconstitutional as it directly nullifies a specific judicial decision, which amounts to usurping judicial power and violating the doctrine of separation of powers.

(B) The Parliament's law is valid because Parliament possesses plenary legislative power and is free to pass any law, including laws that override judicial decisions.

(C) The Parliament's law is valid because it is a form of retrospective legislation, which Parliament is competent to enact for any reason.

(D) The Parliament's law is valid because the executive branch, acting through Parliament, has the constitutional authority to override erroneous judicial decisions through legislation.

Q21. PRINCIPLE: A person abets the commission of an offence if he instigates any person to commit that offence. To constitute abetment by instigation there must be active suggestion, stimulation, or encouragement to do the act. A person who abets an offence is criminally liable for the offence even if he does not physically participate in it.

FACTS: Kiran repeatedly and actively urged Sanjay to steal valuable jewellery from a neighbour's house, promising to share the proceeds equally with him. Sanjay broke into the house and carried out the theft entirely on his own. Kiran was not present at the scene of the crime.

(A) Kiran is not guilty of any offence because she was absent from the scene and did not physically participate in or facilitate the theft.

(B) Kiran is guilty of abetment of theft by instigation because she actively encouraged and stimulated Sanjay to commit the offence.

(C) Kiran is guilty of an offence only if she was physically present at the scene of the crime at the time of the theft.

(D) Kiran is not guilty because a promise to share stolen proceeds does not, in law, constitute instigation.

Q22. PRINCIPLE: When a criminal act is done by several persons in furtherance of the common intention of all, each such person is liable for that act in the same manner as if it were done by him alone. Common intention requires a prior meeting of minds to commit the criminal act in question.

FACTS: Ajay and Vijay decided together to give Raja "a severe beating." In execution of this plan, Vijay held Raja firmly while Ajay repeatedly struck Raja on the head with a heavy iron rod, causing Raja's death. Vijay had not specifically anticipated that the beating might result in death, but he did share the intention to assault Raja.

(A) Only Ajay is liable for culpable homicide because it was he alone who struck the fatal blows.

(B) Vijay is guilty only of simple assault and not of the resulting death because he personally did not intend to kill Raja.

(C) Both Ajay and Vijay are liable for the death of Raja because the fatal act was done in furtherance of their shared common intention to assault him.

(D) Neither Ajay nor Vijay is guilty of homicide because their common intention was limited to causing a beating and did not extend to causing death.

Q23. PRINCIPLE: Whoever, by deceiving any person, fraudulently or dishonestly induces the person so deceived to deliver any property to any person, commits cheating. The essential elements are: (1) deception of the victim; and (2) dishonest inducement of the victim to part with property as a result of the deception.

FACTS: Ramesh posed as an authorised dealer of a well-known electronics brand and collected advance payments totalling lakhs of rupees from fifteen customers for the supply of branded mobile phones. From the outset, Ramesh had no intention of supplying any phones and disappeared with all the money collected.

(A) Ramesh is not guilty of cheating because the customers could have independently verified his credentials before making any payment.

(B) Ramesh is guilty only of civil fraud and not of criminal cheating because this is essentially a commercial dispute between private parties.

(C) Ramesh is not guilty of cheating because he collected only advance payments and not the full sale price of the phones.

(D) Ramesh is guilty of cheating because he deceived the customers by falsely posing as an authorised dealer and thereby dishonestly induced them to part with their money.

Q24. PRINCIPLE: Grievous hurt includes permanent disfiguration of the head or face. Any person who voluntarily causes such an injury is guilty of the offence of voluntarily causing grievous hurt, irrespective of whether the specific intent to cause grievous hurt is proved, provided the act was done voluntarily.

FACTS: During a heated altercation, Deepak threw acid on Savita's face, causing permanent scarring and disfiguration of her face. Deepak argues that the injury should be treated as simple hurt only, since he did not specifically intend to cause permanent disfiguration of her face.

(A) Deepak is guilty of voluntarily causing grievous hurt because permanent disfiguration of the face falls within the legal definition of grievous hurt, regardless of whether he specifically intended that particular degree of injury.

(B) Deepak is guilty only of simple hurt because he did not intend to cause permanent or grievous injury when he threw the acid.

(C) Deepak is not guilty of hurt under the general penal law because acid attacks are exclusively dealt with under special statutes and not under the general provisions relating to hurt.

(D) Deepak is not guilty of grievous hurt because the prosecution must prove, as an essential ingredient, that he specifically intended to cause grievous hurt.

Q25. PRINCIPLE: The Supreme Court of India in *Shayara Bano v. Union of*

India (2017) declared the practice of instant triple talaq (talaq-e-biddat) — the pronouncement of talaq three times in a single sitting to dissolve a marriage immediately — unconstitutional and void. Subsequently, the Muslim Women (Protection of Rights on Marriage) Act, 2019 made instant triple talaq a criminal offence. Any such pronouncement is therefore of no legal effect.

FACTS: Hamid, in a fit of anger, pronounced "talaq, talaq, talaq" three times in one sitting to his wife Rubina, intending to dissolve their marriage immediately. Rubina challenges this purported divorce and approaches the court.

(A) The triple talaq is legally valid because Muslim personal law has historically recognised talaq-e-biddat as an effective form of divorce.

(B) The triple talaq is void and of no legal effect because the Supreme Court and Parliament have declared instant triple talaq unconstitutional and illegal.

(C) The triple talaq is constitutionally protected as a religious practice under Article 25 of the Constitution and cannot be invalidated by legislation.

(D) The triple talaq is valid provided it was pronounced in the presence of at least two male witnesses as required by traditional practice.

Q26. PRINCIPLE: In all matters of guardianship and custody of a minor child, the welfare of the child is the paramount consideration. While a natural guardian has a presumptive right to custody, this right may be overridden by the court where the child's best interests so require, even if the natural guardian is not found to be morally unfit.

FACTS: Sudhir and Kavitha divorced and their five-year-old daughter has been living with her mother Kavitha ever since. Kavitha provides the child with excellent care, education, and a stable and loving home environment. Sudhir, the father, applies for custody of the child, relying solely on his legal status as the natural guardian under personal law.

(A) Sudhir will succeed because the father is the recognised natural guardian and, as a matter of law, has a superior right to custody over the mother.

(B) Sudhir will succeed because courts consistently prefer to grant custody of very young children to the father as the primary natural guardian.

(C) Sudhir's application will be rejected because the child's welfare is the paramount consideration, and since the child is thriving in her mother's care, there is no reason to disturb the existing arrangement.

(D) Sudhir will succeed because the father's right to custody can be displaced only upon a judicial finding that he is morally unfit or has abandoned the child.

Q27. PRINCIPLE: Under the Hindu Succession Act, 1956 (as amended in 2005), when a Hindu male dies intestate (without a will), his property devolves simultaneously and equally upon all Class I heirs. Class I heirs include the widow, sons, and daughters. Each Class I heir takes an equal share regardless of gender.

FACTS: Raghav, a Hindu male, died intestate. He is survived by his wife Sudha, his son Mohan, and his daughter Priya. His self-acquired property is valued at Rs. 90 lakhs. Mohan asserts that as the son he is entitled to a larger share than his mother or sister.

(A) Mohan is entitled to a larger share because male heirs have preference over female heirs in the devolution of a Hindu male's property.

(B) Sudha (the widow) is entitled to one-half of the estate; the remaining half is then divided equally between Mohan and Priya.

(C) Mohan takes one-half of the estate as the son, and Sudha and Priya each take one-quarter.

(D) Each of Sudha, Mohan, and Priya is entitled to an equal one-third share of Rs. 30 lakhs each, as all three are Class I heirs with equal rights under the amended Act.

Q28. PRINCIPLE: The maxim *in pari delicto potior est conditio defendentis* (where both parties are equally at fault, the position of the defendant is stronger) provides that courts will not assist either party to an illegal transaction to recover from the other. Both parties are left where they are found.

FACTS: Rajesh and Mohan jointly planned and paid a bribe to a government official to obtain a fraudulent business licence. The official accepted the bribe but the scheme failed. Rajesh now sues Mohan in court for contribution towards the bribe amount, arguing that Mohan had agreed to share the cost equally.

(A) Rajesh cannot recover from Mohan because both parties were equally guilty of an illegal act, and the maxim *in pari delicto* bars either party from seeking the court's assistance.

(B) Rajesh can recover from Mohan because joint venturers are legally obliged to contribute equally to all shared costs and expenses.

(C) Rajesh can recover half the bribe on the ground of unjust enrichment, since Mohan would otherwise be benefited at Rajesh's expense.

(D) The court will apportion the loss equally between Rajesh and Mohan as co-conspirators in the illegal scheme.

Q29. PRINCIPLE: The principle of natural justice *audi alteram partem* (hear the other side) requires that no person shall be adversely affected by an order or decision without first being given notice of the case against him and a reasonable opportunity to present his defence. Any order passed in violation of this principle is void.

FACTS: The Municipal Corporation issued an order cancelling a shop-owner's trade licence on the ground of alleged violations of municipal regulations. The shop-owner was never served any notice of the alleged violations and was given no opportunity to present his side before the cancellation order was passed.

(A) The cancellation order is valid because the Municipal Corporation has the statutory authority to cancel licences in the public interest, and the exercise of that power is not subject to any procedural requirements.

(B) The cancellation order is void because it was passed without giving the shop-owner notice and an opportunity to be heard, in clear violation of the principle of *audi alteram partem*.

(C) The cancellation order is valid provided that valid factual reasons existed for the cancellation; the absence of a prior hearing is a procedural irregularity and does not invalidate the order.

(D) The shop-owner's only remedy is to file a statutory appeal against the cancellation order and he cannot challenge the order as void for breach of natural justice.

Q30. PRINCIPLE: The maxim *de minimis non curat lex* means that the law does not concern itself with trifles. Courts will decline to entertain claims for losses that are so trivial, insignificant, or negligible that the law need not take judicial notice of them.

FACTS: During a neighbourly dispute, Geeta negligently splashed muddy water on Sita's cotton saree while watering her garden. Sita estimates the diminution in value of the saree due to the stain at Rs. 2 and files a formal claim in court demanding this amount as damages for Geeta's negligence.

(A) Sita is entitled to recover Rs. 2 from Geeta because Geeta was negligent and negligence always gives rise to a legal remedy for the resulting loss.

(B) Sita is entitled to an award of nominal damages because Geeta infringed her legal right, and every infringement of a right entitles the victim to at least nominal damages.

(C) Sita's claim is likely to be dismissed because a loss of Rs. 2 is trivial and the maxim *de minimis non curat lex* applies to exclude such trifling claims from the court's consideration.

(D) The court must award Rs. 2 because once negligence and causation are established, the court is bound to compensate for every item of consequential loss, however small.

Q31. PRINCIPLE: A lease transfers an interest in immovable property and grants the lessee exclusive possession of the property for the duration of the lease. A licence, by contrast, merely grants the licensee permission to use property for a specific purpose without transferring any interest or granting exclusive possession. The key distinguishing criterion is whether exclusive possession has been conferred.

FACTS: Asha was permitted to use a room in Priti's house for storing her goods. The written agreement expressly stated that Priti retained the right to enter the room at any time and that Asha would not have exclusive possession of the room. Asha contends that the agreement amounts to a lease.

(A) The agreement is a lease because it is in writing, relates to immovable property, and specifies the purpose of use.

(B) The agreement is a lease because Asha has paid monetary consideration for the right to use the property.

(C) The agreement is a lease because Asha has continuous and uninterrupted access to the room throughout the duration of the arrangement.

(D) The agreement is a licence and not a lease because exclusive possession of the room was expressly withheld from Asha, and exclusive possession is the defining characteristic of a lease.

Q32. PRINCIPLE: In *Kesavananda Bharati v. State of Kerala* (1973), the Supreme Court held that while Parliament has extensive power to amend the Constitution under Article 368, it cannot amend or abrogate the "basic structure" of the Constitution. Any constitutional amendment that destroys or damages the basic structure is void and unconstitutional.

FACTS: Parliament enacted a Constitutional Amendment Act that fundamentally altered the provisions governing judicial appointments by making all Supreme Court and High Court appointments subject to absolute and unreviewable executive approval, completely removing the primacy of the judicial collegium in the appointment process. A citizen challenges this amendment as unconstitutional.

(A) The amendment is void to the extent it destroys the basic structure of the Constitution — specifically, the independence of the judiciary — as mandated by the doctrine laid down in *Kesavananda Bharati*.

(B) The amendment is valid because Parliament possesses unlimited constituent power under Article 368 and may amend any provision of the Constitution, including those relating to the judiciary.

(C) The amendment is valid because the separation of powers and judicial independence have never been judicially recognised as forming part of the basic structure of the Constitution.

(D) The amendment cannot be subjected to judicial review because constitutional amendments, representing the exercise of constituent power, lie entirely beyond the jurisdiction of any court.

Detailed Solutions

Q1.

Solution

Concept — Nervous Shock / Psychiatric Injury (Torts): In tort law, psychiatric injury caused by witnessing a traumatic event due to the defendant's negligence is actionable, provided the illness is a medically recognised condition and not merely emotional grief or distress. A bystander who suffers such illness as a result of the defendant's negligence is a "secondary victim."

Step 1 — Identify the legal rule: The principle states that a medically recognised psychiatric illness (not mere grief) caused by witnessing a traumatic event attributable to the defendant's negligence gives rise to a valid tort claim.

Step 2 — Apply to facts: Meena witnessed her husband being killed by Ram's negligently driven truck. She suffered a severe psychiatric disorder that was medically diagnosed. All the elements of the principle are satisfied: the illness is medically recognised, it was caused by witnessing the traumatic event, and the event was caused by Ram's negligence.

Why other options are wrong:

- Option (A): The principle does not restrict liability to physical harm; it expressly includes recognised psychiatric illness.
- Option (C): The principle does not require concurrent physical injury; psychiatric injury alone is sufficient.
- Option (D): The principle does not impose a requirement that the claimant be within a "zone of physical danger"; witnessing the event suffices.

Final Answer: Meena suffered a medically recognised psychiatric illness caused by witnessing a traumatic event due to Ram's negligence $\Rightarrow \boxed{\text{B}}$

$\boxed{\text{Answer: (B)}}$ Go Back to Q1

Q2.

Solution

Concept — Trespass to Land (Torts): Trespass to land is a direct and intentional entry upon another person's land without consent or lawful justification. It is actionable *per se* — that is, without proof of any actual loss or damage. The defendant's belief about the nature of the land is irrelevant to liability.

Step 1 — Identify the legal rule: The principle states that any intentional entry onto another's land without permission is trespass, regardless of whether actual damage is caused.

Step 2 — Apply to facts: Suresh intentionally walked across Ramesh's field (even if he believed it was public, the act of walking across was intentional). No consent was obtained. No damage is required. The principle is satisfied.

Why other options are wrong:

- Option (A): Trespass is actionable without proof of damage; the absence of crop damage is irrelevant.
- Option (B): A mistaken belief that the land is public does not negate liability; the entry itself was intentional.
- Option (D): The principle does not require knowledge that the land belongs to a specific person; unauthorised entry is sufficient.

Final Answer: Suresh intentionally entered Ramesh's land without permission, making him liable for trespass regardless of the absence of damage $\Rightarrow \boxed{\text{C}}$

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

Q3.

Solution

Concept — Public Nuisance and Special Damage (Torts): A private individual cannot maintain a civil action for public nuisance unless he has suffered special damage — damage that is particular, direct, and substantially different in kind from that suffered by the rest of the public. General inconvenience shared equally with all does not suffice.

Step 1 — Identify the legal rule: The principle requires that the plaintiff have suffered "special damage over and above that suffered by the general public" in order to maintain a private suit for public nuisance.

Step 2 — Apply to facts: Amar's inconvenience is identical to that suffered by thousands of other villagers. He has not alleged or proved any special or particular damage peculiar to himself. Therefore, he lacks the standing to bring a private action in tort for the public nuisance.

Why other options are wrong:

- Option (A): The unlawfulness of the act alone is not sufficient; special damage to the individual plaintiff is a distinct requirement.
- Option (B): The public right to a clean river does not translate into an individual private right of action without special damage.
- Option (C): The principle specifically states that a private individual must show special damage; there is no general individual right of action for public nuisance.

Final Answer: Amar suffered only general damage shared equally with all villagers — no special damage — so his claim fails $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q3

Q4.

Solution

Concept — Defamation by Innuendo (Torts): Defamation by innuendo arises when a statement, although appearing innocent on its face, bears a defamatory meaning when understood in the light of extrinsic facts known to the recipients. The plaintiff must prove both the defamatory secondary meaning and that persons aware of the extrinsic facts so understood the statement.

Step 1 — Identify the legal rule: The principle permits an action for defamation by innuendo where the plaintiff proves the extrinsic facts giving the statement a defamatory meaning and that those aware of such facts understood it defamatorily.

Step 2 — Apply to facts: The statement about Mr Patel appears innocent on its face. However, persons who knew of Mr Shah's conviction for trading in stolen jewellery understood it to impute criminality to Mr Patel. Mr Patel can succeed by proving these extrinsic facts and the defamatory understanding.

Why other options are wrong:

- Option (B): Innuendo specifically deals with statements innocent on their face; literal innocence does not bar a claim.
- Option (C): The principle does not require proof that the defendant intended

the defamatory meaning; the plaintiff need only prove it was so understood.

- Option (D): Qualified privilege does not automatically protect all newspaper publications; it applies only in specific circumstances not indicated here.

Final Answer: Mr Patel can succeed in defamation by innuendo by proving the extrinsic facts and their effect on readers' understanding $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q4

Q5.

Solution

Concept — Product Liability / Manufacturer's Duty of Care (Torts): A manufacturer owes a duty of care to the ultimate consumer where a defective product reaches the consumer in its original state with no reasonable possibility of intermediate examination and causes injury. This is established by the principle in *Donoghue v. Stevenson*.

Step 1 — Identify the legal rule: The principle imposes liability on the manufacturer when: (i) the product is defective; (ii) it reaches the consumer in the form it left the manufacturer; (iii) there is no reasonable possibility of intermediate examination; and (iv) the defect causes injury.

Step 2 — Apply to facts: The sealed bottle showed no signs of tampering. There was no reasonable possibility of Priya examining the contents before purchase. The cockroach (defect) caused gastroenteritis (injury). All four conditions are met.

Why other options are wrong:

- Option (A): The manufacturer's duty runs directly to the ultimate consumer, not only to the retailer; the sale chain does not break this duty.
- Option (C): The sealed bottle and absence of tampering raise an inference that the defect originated at the factory; Priya need not produce direct factory evidence.
- Option (D): There was no reasonable possibility of examining the contents of a sealed bottle; Priya cannot be said to have assumed any risk.

Final Answer: Aasha Beverages is liable — the sealed defective product reached Priya without intermediate examination and caused her injury $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q5

Q6.

Solution

Concept — Last Opportunity Rule / Last Clear Chance (Torts): Under this rule, where both parties are negligent but the defendant had the last clear opportunity to avoid the harm and failed to take it, the defendant is wholly liable and the plaintiff's contributory negligence is disregarded. The rule allocates liability to the party who was in the best position to prevent the harm.

Step 1 — Identify the legal rule: The principle states that if the defendant had the last clear chance to avoid harm and failed to use it, the defendant is solely liable despite the plaintiff's contributory negligence.

Step 2 — Apply to facts: Rohit saw the scooter from a considerable distance and had sufficient time and road space to steer around it. He had the last clear opportunity to avoid the collision but failed to act. Under the principle, Rohit is solely liable.

Why other options are wrong:

- Option (A): While Kavya was negligent, the last opportunity rule overrides contributory negligence where the defendant had a final clear chance.
- Option (B): The last opportunity rule does not result in apportionment; it assigns sole liability to the party with the last clear chance.
- Option (D): The rule is specifically designed to allow the contributorily negligent plaintiff to recover where the defendant had the last clear chance.

Final Answer: Rohit had the last clear opportunity to avoid the collision and did not use it — he is solely liable $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q6

Q7.

Solution

Concept — Independent Contractor and Non-Delegable Duty (Torts): The general rule is that an employer is not vicariously liable for the negligence of an independent contractor. However, where the work is inherently dangerous or the duty of care is non-delegable, the employer cannot escape liability by delegating the task to a contractor.

Step 1 — Identify the legal rule: The principle states that the independent contractor rule does not apply to inherently dangerous work or non-delegable duties;

in such cases the employer remains liable.

Step 2 — Apply to facts: Explosive blasting near a residential colony is inherently dangerous work. Bharat Constructions cannot discharge its duty of care by simply hiring a specialist contractor. The exception to the general rule applies, and Bharat Constructions remains liable.

Why other options are wrong:

- Option (A): The independent contractor defence is expressly overridden by the exception for inherently dangerous work.
- Option (B): Taking standard precautions does not extinguish the non-delegable duty of care that Bharat Constructions owes in respect of inherently dangerous activities.
- Option (C): Voluntary assumption of risk requires actual knowledge and acceptance of the specific risk; mere proximity to a construction site does not establish this.

Final Answer: Explosive blasting is inherently dangerous — Bharat Constructions' duty is non-delegable and it remains liable $\Rightarrow$ $\boxed{\text{D}}$

Answer: (D) Go Back to Q7

Q8.

Solution

Concept — Malicious Prosecution (Torts): Malicious prosecution is a tort that protects individuals from unjustified criminal proceedings brought with malice and without reasonable cause. All four elements must be established cumulatively: (1) institution of proceedings, (2) termination in plaintiff's favour, (3) absence of reasonable and probable cause, and (4) malice.

Step 1 — Identify the legal rule: The principle requires all four elements to be proven for the action to succeed.

Step 2 — Apply to facts: (1) Girish filed the complaint that initiated the criminal proceedings. (2) Suresh was acquitted — proceedings terminated in his favour. (3) The complaint was false, establishing absence of reasonable cause. (4) Girish acted solely to harass — malice is established. All four elements are satisfied.

Why other options are wrong:

- Option (B): Filing a police complaint that sets criminal proceedings in motion is sufficient; the charge sheet being filed by police does not negate

Girish's liability.

- Option (C): The filing of a charge sheet by police does not itself prove reasonable and probable cause; the cause must exist at the time the complaint was lodged.
- Option (D): Malicious prosecution is a tort actionable against private individuals who maliciously institute proceedings, not only against the State.

Final Answer: All four elements of malicious prosecution are established on the facts — Suresh succeeds ⇒ $\boxed{A}$

Answer: (A) Go Back to Q8

Q9.

Solution

Concept — Thin Skull (Egg-Shell Skull) Rule (Torts): A tortfeasor takes the victim as he finds him. If the victim has an unusual susceptibility or pre-existing vulnerability, the tortfeasor is fully liable for the entire extent of injury, even if the harm far exceeds what would normally be expected. The aggravated injury is not treated as unforeseeable for the purposes of this rule.

Step 1 — Identify the legal rule: The principle imposes full liability for the complete extent of injury, including any aggravation caused by a pre-existing condition, without reduction for the victim's unusual vulnerability.

Step 2 — Apply to facts: Harish punched Pranav voluntarily. Pranav had a thin skull, which Harish could not have known. The thin skull caused Pranav's death. Under the principle, Harish must take Pranav as he found him and is fully liable for the fatal outcome.

Why other options are wrong:

- Option (A): Liability is not capped at the harm a "normal" person would have suffered; the thin skull rule expressly rejects this limitation.
- Option (C): Under the thin skull rule, foreseeability of the precise extent of harm is not required once liability for the initial tortious act is established.
- Option (D): A pre-existing medical condition is not a novus actus interveniens; it is a feature of the victim that the tortfeasor must take into account.

Final Answer: Harish must take Pranav as he found him — the thin skull rule makes him fully liable for Pranav's death ⇒ $\boxed{B}$

Answer: (B) Go Back to Q9

Q10.

Solution

Concept — Counter-Offer and Extinguishment of Original Offer (Contract): An acceptance that introduces any new or different terms constitutes a counter-offer, not an acceptance. A counter-offer operates as a rejection and extinguishment of the original offer. Once extinguished, the original offer cannot be revived and accepted.

Step 1 — Identify the legal rule: The principle states that a qualified reply is a counter-offer that rejects and extinguishes the original offer, which cannot thereafter be accepted.

Step 2 — Apply to facts: Aman's reply of "I accept but will pay Rs. 55,000" changed the price term. This was a counter-offer that rejected and extinguished Kapil's offer of Rs. 60,000. When Kapil rejected the counter-offer, there was no remaining offer open for acceptance. Aman's later purported acceptance of the original price was therefore of no effect.

Why other options are wrong:

- Option (A): The original offer was extinguished by the counter-offer; subsequent acceptance of original terms cannot revive a dead offer.
- Option (B): Aman's first reply changed the price term, making it a counter-offer, not a mere clarification or adjustment.
- Option (D): A reply that modifies a material term (price) is legally a counter-offer, not a conditional acceptance that keeps the original offer alive.

Final Answer: Aman's counter-offer extinguished Kapil's original offer — no contract was formed $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q10

Q11.

Solution

Concept — Revocation of Offer Before Acceptance (Contract): An offer may be revoked at any time before acceptance. A promise to keep an offer open for a fixed period is not binding unless separately supported by consideration. Revocation is effective upon communication to the offeree.

Step 1 — Identify the legal rule: The principle allows revocation at any time before acceptance, and revocation is effective when communicated to the offeree.

Step 2 — Apply to facts: Nisha communicated her revocation to Rajan on Wednesday. This revocation was effective on Wednesday. Rajan did not send his acceptance until Thursday — after the effective revocation. There was therefore no valid offer in existence when Rajan purported to accept.

Why other options are wrong:

- Option (A): A promise to keep an offer open for one week is not binding without separate consideration; Nisha was free to revoke earlier.
- Option (B): The one-week period is irrelevant once the revocation was validly communicated before acceptance.
- Option (C): The postal rule (acceptance effective on posting) does not apply here because the offer had already been revoked and communicated before Rajan posted his letter.

Final Answer: Nisha's revocation was communicated before Rajan's acceptance — no contract was formed $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q11

Q12.

Solution

Concept — Unlawful Consideration / Void Contract (Contract): A contract whose consideration or object is unlawful is void and unenforceable. Courts will not assist either party to enforce performance obligations arising from such a contract. This is an application of the principle *ex turpi causa non oritur actio* (no action arises from a dishonourable cause).

Step 1 — Identify the legal rule: The principle states that a contract with an unlawful object is void and that courts will not enforce it for either party.

Step 2 — Apply to facts: The contract between Anand and Sunil had arson (a criminal act) as its object. This is plainly unlawful. The contract is void. Sunil cannot enforce Anand's promise to pay because courts will not assist either party to an illegal contract.

Why other options are wrong:

- Option (B): Performance of one's part of an illegal agreement does not create an enforceable right; the void nature of the contract remains.
- Option (C): Unjust enrichment as a remedy is not available to a party who was an equal participant in an illegal transaction.

- Option (D): The fact that Anand instigated the illegality does not assist Sunil; both participated in the illegal scheme equally.

Final Answer: The contract had an unlawful object (arson) and is void — Sunil cannot recover $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q12

Q13.

Solution

Concept — Contingent Contract (Contract): A contingent contract creates an obligation to perform that is suspended until the occurrence of a specified collateral event. Once the event occurs within the permitted time, the obligation becomes immediately enforceable. The uncertainty of the event is what makes it contingent, not unenforceable.

Step 1 — Identify the legal rule: The principle states that the obligation to perform arises only if and when the contingent event occurs, and once it occurs the contract is enforceable.

Step 2 — Apply to facts: The contingent event was the startup receiving Series A funding within one year. This event occurred within six months. The contingent condition was therefore fulfilled within time, triggering Vikram's obligation to pay Rs. 5,00,000. His refusal amounts to a breach of the now-enforceable contingent contract.

Why other options are wrong:

- Option (A): The statement that "no legal obligation arises until the event occurs" is correct only before the event; once the event occurs, the obligation crystallises and is enforceable.
- Option (C): Contingent contracts are not void simply because the event is uncertain; uncertainty is the very nature of a contingent contract.
- Option (D): A contingent event may depend on a third party's act; this does not invalidate the contract.

Final Answer: The contingent event occurred within the stipulated time — Vikram's obligation is enforceable and he is liable $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q13

Q14.

Solution

Concept — Discharge of Contract by Frustration (Contract): Frustration discharges a contract when a supervening event, beyond both parties' control and not caused by either, makes performance illegal, impossible, or radically different from what was agreed. The discharge is automatic and neither party is liable for non-performance.

Step 1 — Identify the legal rule: The principle discharges the contract when a supervening event beyond both parties' control makes performance impossible, with neither party liable.

Step 2 — Apply to facts: The war and subsequent government prohibition on exports to that country were supervening events entirely beyond both parties' control. They made performance (shipping the spices) illegal. The contract is frustrated and discharged. The exporter is not in breach.

Why other options are wrong:

- Option (A): A guarantee of delivery is subject to the doctrine of frustration; subsequent illegality discharges even an absolute obligation.
- Option (B): The absence of a force majeure clause does not prevent the operation of the doctrine of frustration; the doctrine operates by law, not by contract.
- Option (D): Frustration caused by supervening illegality (government prohibition) is a recognised ground of discharge; commercial impossibility alone may not suffice, but legal prohibition does.

Final Answer: A supervening law made export performance illegal through no fault of either party — the contract is frustrated and discharged $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q14

Q15.

Solution

Concept — Innocent Misrepresentation (Contract): Innocent misrepresentation is an untrue statement of fact made without fraudulent intent. It vitiates consent and entitles the aggrieved party to rescission. However, damages are not recoverable for innocent (as opposed to fraudulent or negligent) misrepresentation.

Step 1 — Identify the legal rule: The principle limits the remedy for innocent misrepresentation to rescission only; damages are not available.

Step 2 — Apply to facts: Sohan made an untrue statement about municipal approval but did so honestly, believing it to be true. This is innocent misrepresentation. Mohan may rescind the contract but cannot claim damages.

Why other options are wrong:

- Option (A): Damages cannot be awarded for innocent misrepresentation; this remedy is reserved for fraud or negligence.
- Option (B): Mohan is not without remedy — rescission is available; however damages are not.
- Option (C): Fraud requires dishonest intent; Sohan believed his statement to be true, so this is not fraudulent misrepresentation.

Final Answer: Sohan's misrepresentation was innocent — Mohan may rescind but cannot claim damages $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q15

Q16.

Solution

Concept — Article 23: Prohibition of Forced Labour (Constitutional Law): Article 23 prohibits traffic in human beings and all forms of begar (forced unpaid labour). The prohibition operates both against the State and against private individuals, making it unique among fundamental rights. Bonded labour and work compelled by threat without wages is unconstitutional.

Step 1 — Identify the legal rule: The principle holds that compelling a person to work without wages violates Article 23, and this is enforceable against private individuals as well as the State.

Step 2 — Apply to facts: Hari, a private landlord, compelled Ramu and his family to work without wages under threat of eviction. This is exactly the kind of forced labour prohibited by Article 23. Ramu can seek enforcement of this fundamental right before a court.

Why other options are wrong:

- Option (B): Article 23 is expressly applicable against private individuals, not only the State — this is its distinctive feature.

- Option (C): A debt does not create a right to compel unpaid labour; bonded labour is unconstitutional regardless of an underlying debt.
- Option (D): Violations of Article 23 are enforceable as fundamental rights and can be challenged before constitutional courts; referral to a Labour Court is not mandatory.

Final Answer: Hari's compulsion of unpaid labour violates Article 23 — Ramu has a constitutional remedy $\Rightarrow$ $\boxed{A}$

Answer: (A) Go Back to Q16

Q17.

Solution

Concept — Article 25: Freedom of Religion and Permissible State Regulation (Constitutional Law): Article 25 guarantees religious freedom subject to public order, morality, and health. Crucially, it also permits the State to make laws regulating secular activities that may be associated with religious practice. The regulation of animal slaughter on public health grounds is a secular regulation permissible under this exception.

Step 1 — Identify the legal rule: The principle permits State laws that regulate secular activities associated with religion, even if such activities form part of religious practice.

Step 2 — Apply to facts: The State law targets the secular activity of animal slaughter within a place of worship on public health grounds. This falls squarely within the State's permitted regulatory power under Article 25. The law does not prohibit the religious practice itself but only the secular conduct of animal slaughter.

Why other options are wrong:

- Option (A): The law does not directly suppress the religious belief or worship; it regulates the secular dimension (animal slaughter) on public health grounds.
- Option (C): Article 25 itself provides for State regulation; the State is not prohibited from imposing any restriction on religious practices.
- Option (D): The State's power to regulate secular aspects of religious activities does not depend on a prior judicial declaration about essentiality.

Final Answer: The law regulates a secular activity (animal slaughter) on public health grounds — permissible under Article 25 $\Rightarrow$ $\boxed{B}$

Answer: (B) Go Back to Q17

Q18.

Solution

Concept — Article 21A: Right to Education (Constitutional Law): Article 21A, inserted by the 86th Constitutional Amendment (2002), confers a fundamental right on every child aged 6 to 14 years to receive free and compulsory elementary education. The Right to Education Act, 2009 operationalises this right. The State cannot deny admission to eligible children citing resource constraints.

Step 1 — Identify the legal rule: The principle makes free elementary education for children aged 6–14 a fundamental right and imposes a positive obligation on the State to provide it.

Step 2 — Apply to facts: Arjun is 8 years old and falls within the 6–14 age group. He was denied admission to a government school. The denial violates his fundamental right under Article 21A. The State cannot cite infrastructure shortages as a lawful ground to deny this fundamental right.

Why other options are wrong:

- Option (A): Infrastructure constraints do not justify the denial of a fundamental right; the State must find the means to fulfil its constitutional obligation.
- Option (B): Article 21A is a fundamental right in Part III, not a Directive Principle; it is fully enforceable by courts.
- Option (D): The 25% quota obligation under the RTE Act applies to private unaided schools, but the fundamental right under Article 21A applies against all State institutions including government schools.

Final Answer: Denying Arjun admission violates his fundamental right under Article 21A — the State must ensure his admission $\Rightarrow \boxed{C}$

Answer: (C) Go Back to Q18

Q19.

Solution

Concept — Article 32: Right to Constitutional Remedies (Constitutional Law): Article 32 is itself a fundamental right and confers a direct right to approach the Supreme Court for enforcement of fundamental rights. The Supreme Court cannot refuse entertainment on the sole ground of an alternative High Court remedy being available, though it may decline in its discretion in appropriate cases.

Step 1 — Identify the legal rule: The principle states that Article 32 grants a direct right to approach the Supreme Court for fundamental rights enforcement, without any mandatory prior exhaustion of High Court remedies.

Step 2 — Apply to facts: Lalita's fundamental right under Article 21 was violated. She filed directly under Article 32 before the Supreme Court. There is no mandatory requirement to first approach the High Court. Her petition is maintainable.

Why other options are wrong:

- Option (A): Exhaustion of High Court remedies is not a jurisdictional prerequisite for an Article 32 petition before the Supreme Court.
- Option (B): The Supreme Court may exercise its discretion to direct the petitioner to the High Court, but this is discretionary, not a threshold maintainability condition.
- Option (C): Article 32 uses the word "person," not "citizen," making it available to all persons, including non-citizens.

Final Answer: Article 32 gives Lalita a direct right to approach the Supreme Court — her petition is maintainable $\Rightarrow \boxed{\text{D}}$

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

Q20.

Solution

Concept — Separation of Powers and Parliamentary Override of Judicial Decisions (Constitutional Law): The doctrine of separation of powers does not allow Parliament to directly annul a specific judicial decision by legislation. Parliament may change the law prospectively or retrospectively (removing the legal basis of the judgment), but it cannot simply declare that a particular judgment "shall have no effect," as that usurps the judicial function.

Step 1 — Identify the legal rule: The principle prohibits Parliament from directly nullifying a judicial decision, as that amounts to an usurpation of judicial power contrary to the separation of powers.

Step 2 — Apply to facts: Parliament's law specifically targeted the Supreme Court's judgment and declared it "of no legal effect." This is a direct invalidation of a judicial verdict, not a change of the underlying law. It violates the separation of powers and is unconstitutional.

Why other options are wrong:

- Option (B): Parliamentary legislative power, however plenary, does not extend to directly overturning specific judicial decisions by declaring them void.
- Option (C): Retrospective legislation is permissible when it changes the applicable law; it is not permissible when it directly declares a judgment of no effect without changing the law.
- Option (D): The executive does not possess authority to override judicial decisions; the legislature acts in its own capacity and cannot, even through legislation, assume the judicial function.

Final Answer: Parliament cannot directly nullify a judicial decision — the law violates separation of powers and is unconstitutional $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q20

Q21.

Solution

Concept — Abetment by Instigation (Criminal Law / BNS): Abetment by instigation involves active stimulation or encouragement of another person to commit an offence. Physical presence at the scene of the crime is not required. The abettor is as guilty as the principal offender.

Step 1 — Identify the legal rule: The principle states that instigation through active suggestion or encouragement constitutes abetment, and physical participation or presence is not required.

Step 2 — Apply to facts: Kiran repeatedly and actively urged Sanjay to commit the theft and promised to share the proceeds. This is clear instigation through active encouragement. Kiran's absence from the scene is irrelevant. She is guilty of abetment of theft.

Why other options are wrong:

- Option (A): The principle expressly states that physical participation is not required; absence from the scene does not negate liability for abetment.
- Option (C): Physical presence at the scene is not a requirement for abetment by instigation; the principle makes this clear.
- Option (D): A promise to share stolen proceeds is a direct inducement and constitutes instigation; it is not merely neutral encouragement.

Final Answer: Kiran's repeated active encouragement and inducement constitutes abetment by instigation — she is guilty $\Rightarrow$ $\boxed{\text{B}}$

Answer: (B) Go Back to Q21

Q22.

Solution

Concept — Common Intention under Section 34 BNS (Criminal Law): Section 34 of the BNS (formerly IPC) creates constructive joint liability. When several persons act in furtherance of a common intention, each is liable as if he personally performed the entire criminal act. The common intention need not extend to the precise outcome; liability attaches for acts done in furtherance of the shared intention.

Step 1 — Identify the legal rule: The principle imposes liability on every participant for the criminal act if it was done in furtherance of the common intention of all, even if only one person physically performed the act.

Step 2 — Apply to facts: Ajay and Vijay shared a common intention to assault Raja. The fatal beating was carried out in direct furtherance of this shared intention. Both are therefore liable for the resulting death, even though Vijay did not personally strike the blows.

Why other options are wrong:

- Option (A): Section 34 makes both participants jointly liable; Vijay's role in facilitating the assault makes him equally responsible.
- Option (B): Vijay's personal intent to kill is not decisive; what matters is that the fatal act was done in furtherance of the common intention to assault.
- Option (D): Where death results from an assault carried out in furtherance of a common intention to beat, both participants can be held liable for the homicide.

Final Answer: Both Ajay and Vijay acted in furtherance of their common intention to assault Raja — both are liable for the death $\Rightarrow$ $\boxed{\text{C}}$

Answer: (C) Go Back to Q22

Q23.

Solution

Concept — Cheating (Criminal Law / BNS): Cheating under the BNS (formerly Section 415 IPC) requires: (i) deception of the victim, and (ii) dishonest inducement to deliver property or consent to its retention. A prior dishonest intention at the time of making the representation is key to establishing cheating.

Step 1 — Identify the legal rule: The principle requires deception that leads to dishonest gain (or wrongful loss) by inducing the victim to part with property.

Step 2 — Apply to facts: Ramesh posed as an authorised dealer (deception). He collected advance payments from customers (they parted with property). He had no intention to supply the goods from the outset (dishonest intent). He disappeared with the money (dishonest gain/wrongful loss). All elements of cheating are satisfied.

Why other options are wrong:

- Option (A): The duty to verify credentials does not negate the offence of cheating; the victim's gullibility is not a defence.
- Option (B): Cheating is expressly a criminal offence; a commercial setting does not make it only a civil matter.
- Option (C): Even a partial payment induced by deception suffices; the full amount need not be collected.

Final Answer: Ramesh deceived customers and dishonestly induced them to part with money — he is guilty of cheating $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q23

Q24.

Solution

Concept — Grievous Hurt: Permanent Disfiguration (Criminal Law / BNS): Grievous hurt is defined to include, among other things, permanent disfiguration of the head or face. The act must be voluntary; no specific intent to cause grievous hurt need be separately proved if the act itself was deliberate and the resulting injury falls within the statutory definition.

Step 1 — Identify the legal rule: The principle states that permanent disfiguration of the head or face constitutes grievous hurt, and voluntarily causing it makes one guilty, regardless of specific intent to cause grievous hurt.

Step 2 — Apply to facts: Deepak voluntarily threw acid on Savita's face. The result was permanent scarring and disfiguration of her face. This falls squarely within the definition of grievous hurt. His argument about lacking specific intent to cause permanent disfiguration is overridden by the principle.

Why other options are wrong:

- Option (B): The permanent disfiguration of the face is defined as grievous hurt regardless of whether lesser harm was intended; the injury is classified by its nature, not the offender's intention.
- Option (C): General penal law provisions on grievous hurt apply to acid attacks unless a specific statute creates an exclusive jurisdiction, which it does not here for the purposes of classification.
- Option (D): Proof of specific intent to cause grievous hurt is not required; it is the voluntary nature of the act and the nature of the resulting injury that determine the offence.

Final Answer: Acid throwing causing permanent facial disfiguration is grievous hurt — Deepak is guilty regardless of specific intent $\Rightarrow \boxed{A}$

Answer: (A) Go Back to Q24

Q25.

Solution

Concept — Instant Triple Talaq (Muslim Personal Law): In *Shayara Bano v. Union of India* (2017), a five-judge Constitution Bench of the Supreme Court held by a 3:2 majority that the practice of instant triple talaq (talaq-e-biddat) is unconstitutional, being violative of Article 14. Subsequently, the Muslim Women (Protection of Rights on Marriage) Act, 2019 declared it void and made its pronouncement a criminal offence.

Step 1 — Identify the legal rule: The principle, as stated, declares instant triple talaq unconstitutional and of no legal effect, and Parliament has criminalised it.

Step 2 — Apply to facts: Hamid pronounced talaq three times in one sitting — this is exactly the practice of talaq-e-biddat. Under the stated principle (and as a matter of current law), this pronouncement is void and has no effect on the marriage.

Why other options are wrong:

- Option (A): Historical recognition under personal law is no longer the legal position; the Supreme Court and Parliament have overridden it.
- Option (C): The Supreme Court held that the practice is unconstitutional; a religious practice that violates fundamental rights is not protected under Article 25.
- Option (D): The presence of witnesses does not validate a practice that has been declared unconstitutional and void.

Final Answer: Instant triple talaq is declared void by the Supreme Court and Parliament — Hamid's pronouncement has no legal effect $\Rightarrow \boxed{\text{B}}$

Answer: (B) Go Back to Q25

Q26.

Solution

Concept — Guardianship and Paramount Welfare of Child (Family Law): The law of guardianship places the welfare of the minor as the paramount consideration. The natural guardian's presumptive right to custody is subordinate to the child's best interests. Courts will not disturb a well-functioning custodial arrangement merely because the other natural guardian asserts a legal right.

Step 1 — Identify the legal rule: The principle states that welfare of the child is paramount and the natural guardian's right can be overridden in the child's best interests — not only on moral unfitness grounds.

Step 2 — Apply to facts: The child is thriving in her mother's care. Sudhir relies solely on his legal status as natural guardian, not on any specific failure of Kavitha's care. Since the child's welfare is well served by the current arrangement, there is no reason for the court to disturb it in Sudhir's favour.

Why other options are wrong:

- Option (A): The father does not have an absolute superior right; the child's welfare is paramount and may override the natural guardian's presumptive right.
- Option (B): There is no blanket rule preferring the father's custody for very young children; the welfare principle governs in all cases.
- Option (D): The principle does not restrict displacement of the natural guardian's right only to cases of moral unfitness; broader welfare considerations apply.

Final Answer: Child's welfare is paramount and the existing arrangement serves it well — Sudhir's application will be rejected ⇒ $\boxed{\text{C}}$

Answer: (C) Go Back to Q26

Q27.

Solution

Concept — Hindu Intestate Succession: Class I Heirs (Family Law): Under the Hindu Succession Act, 1956 as amended by the Hindu Succession (Amendment) Act, 2005, when a Hindu male dies intestate, his property devolves equally on all Class I heirs. Daughters were added as Class I heirs by the 2005 amendment and now take equal shares with sons. The widow, sons, and daughters all take equally.

Step 1 — Identify the legal rule: The principle states that all Class I heirs — widow, sons, and daughters — take equally. Each receives an equal share.

Step 2 — Apply to facts: Raghav's Class I heirs are Sudha (widow), Mohan (son), and Priya (daughter) — three heirs in total. The estate of Rs. 90 lakhs is divided equally: each heir receives Rs. 30 lakhs (one-third). Mohan has no claim to a larger share.

Why other options are wrong:

- Option (A): The 2005 amendment abolished male preference; daughters now take equal shares with sons.
- Option (B): The widow does not receive one-half first; all three Class I heirs take simultaneously and equally.
- Option (C): The son does not receive one-half; all three heirs take equal one-third shares.

Final Answer: All three Class I heirs take equal one-third shares — each receives Rs. 30 lakhs ⇒ $\boxed{\text{D}}$

Answer: (D) Go Back to Q27

Q28.

Solution

Concept — In Pari Delicto (Legal Maxims): The maxim *in pari delicto potior est conditio defendentis* bars both parties equally at fault from seeking judicial assistance to recover from each other in connection with an illegal transaction. The court leaves both parties where it finds them.

Step 1 — Identify the legal rule: The principle states that where both parties are equally at fault in an illegal act, neither can recover from the other; the court will not intervene to assist either party.

Step 2 — Apply to facts: Rajesh and Mohan were joint participants in a bribery scheme. Both are equally guilty of the illegal act. When the scheme failed, Rajesh seeks contribution from Mohan. The *in pari delicto* maxim bars this claim; both parties were equally blameworthy and the court will not assist either of them.

Why other options are wrong:

- Option (B): The obligation to contribute equally to a joint venture does not extend to an illegal venture; the maxim negates any such claim.
- Option (C): Unjust enrichment is not available where both parties were equally guilty participants in the illegal scheme.
- Option (D): The court will not apportion the loss; it will leave both parties as they are, without any judicial redistribution.

Final Answer: Both parties equally at fault in an illegal scheme — *in pari delicto* bars Rajesh's claim $\Rightarrow \boxed{\text{A}}$

Answer: (A) Go Back to Q28

Q29.

Solution

Concept — Audi Alteram Partem (Natural Justice / Legal Maxims): The rule *audi alteram partem* is a pillar of natural justice. Any decision, order, or action that adversely affects a person's rights or legitimate expectations must be preceded by notice and a fair opportunity to be heard. Breach of this rule renders the order void, not merely voidable.

Step 1 — Identify the legal rule: The principle states that an order adversely affecting a person, made without notice and an opportunity to respond, is void.

Step 2 — Apply to facts: The Municipal Corporation cancelled the shop-owner's licence without serving him any notice or giving him any opportunity to respond. This is a direct violation of *audi alteram partem*. The cancellation order is void.

Why other options are wrong:

- Option (A): Statutory authority to cancel does not exempt an authority from the requirements of natural justice; the power must be exercised in accordance with natural justice principles.
- Option (C): The existence of valid factual reasons does not cure a breach of natural justice; the breach itself voids the order.
- Option (D): A void order may be challenged directly for breach of natural justice without the need to file a statutory appeal; the remedy is not limited to appeal.

Final Answer: The order was passed without hearing the shop-owner — it violates *audi alteram partem* and is void ⇒ $\boxed{\text{B}}$

Answer: (B) Go Back to Q29

Q30.

Solution

Concept — De Minimis Non Curat Lex (Legal Maxims): This maxim means that the law does not concern itself with trivial or negligible matters. Courts will decline to entertain claims for losses so small and insignificant that adjudicating them would be a waste of judicial time and resources. The threshold for "trifles" is assessed contextually.

Step 1 — Identify the legal rule: The principle states that courts will not entertain claims for losses that are trivial and insignificant.

Step 2 — Apply to facts: A loss of Rs. 2 in the value of a saree from a splash of muddy water is objectively trivial and insignificant. The court is likely to apply the *de minimis* maxim and dismiss Sita's claim rather than engage in judicial proceedings over such a negligible amount.

Why other options are wrong:

- Option (A): Although Geeta was negligent, the *de minimis* maxim may override the general rule that negligence attracts a remedy where the loss is genuinely trivial.
- Option (B): Nominal damages are awarded where no actual loss flows from the infringement; here there is a (trivial) claimed loss, but the *de minimis*

principle displaces the claim altogether.

- Option (D): Once the *de minimis* principle is engaged, the court is not bound to compensate every item of consequential loss; the court has discretion to dismiss the trivial claim.

Final Answer: A loss of Rs. 2 is trivial — *de minimis non curat lex* applies and the claim is likely to be dismissed $\Rightarrow \boxed{\text{C}}$

Answer: (C) Go Back to Q30

Q31.

Solution

Concept — Lease versus Licence (Property Law): The central distinction between a lease and a licence lies in exclusive possession. A lease grants exclusive possession and an interest in the property. A licence grants merely personal permission to use the property without conferring exclusive possession or any proprietary interest.

Step 1 — Identify the legal rule: The principle states that the defining criterion is exclusive possession; without it, the arrangement is a licence, not a lease.

Step 2 — Apply to facts: The agreement expressly states that Priti retains the right to enter at any time and that Asha does not have exclusive possession. The defining characteristic of a lease — exclusive possession — is absent. Therefore, the agreement is a licence.

Why other options are wrong:

- Option (A): Being in writing and relating to immovable property are formal features that can characterise both leases and licences; they do not determine the nature of the arrangement.
- Option (B): Payment of consideration can exist in both leases and licences; it does not establish exclusive possession.
- Option (C): Continuous access does not amount to exclusive possession; the right of the owner to also enter is inconsistent with exclusivity.

Final Answer: Exclusive possession was expressly withheld — the arrangement is a licence, not a lease $\Rightarrow \boxed{\text{D}}$

Answer: (D) Go Back to Q31

Q32.

Solution

Concept — Basic Structure Doctrine: Kesavananda Bharati (Constitutional Law): In *Kesavananda Bharati v. State of Kerala* AIR 1973 SC 1461, a thirteen-judge bench of the Supreme Court held (by a 7:6 majority) that Parliament's amending power under Article 368 does not extend to destroying or abrogating the basic structure or essential features of the Constitution. Judicial independence and separation of powers have been recognised as basic structure elements in subsequent decisions.

Step 1 — Identify the legal rule: The principle holds that any constitutional amendment that destroys the basic structure is void. Judicial independence is part of the basic structure.

Step 2 — Apply to facts: The amendment completely removes judicial primacy in appointments and makes them subject to absolute executive approval. This destroys the independence of the judiciary — a recognised element of the basic structure. The amendment is unconstitutional and void to that extent.

Why other options are wrong:

- Option (B): The *Kesavananda Bharati* doctrine expressly limits Parliament's amending power; Parliament does not have unlimited constituent power.
- Option (C): The Supreme Court has expressly recognised judicial independence and separation of powers as part of the basic structure in multiple decisions (*S.P. Gupta*, *Indira Nehru Gandhi*, *Minerva Mills*).
- Option (D): The Supreme Court in *Kesavananda Bharati* itself asserted the power of judicial review over constitutional amendments to protect the basic structure; this review power is firmly established.

Final Answer: The amendment destroys judicial independence — a basic structure element — and is void under *Kesavananda Bharati* $\Rightarrow \boxed{\text{A}}$

$\boxed{\textbf{Answer: (A)}}$ Go Back to Q32

Answer Key

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